THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM BERKELEY COUNTY
Court of Common Pleas

J.C. Nicholson, Jr., Circuit Court Judge

Appellate Case, No. 2016-2339
Case No. 2014-CP-08-2424

Patricia Damico and Lenna Lucas, Individually and on behalf of all others similarly situated, Joshua and Brettany Beutow, Edward and Sylvia Dengg, Jonathan and Theresa Douglass, Anthony and Stacey Ray, Danny and Ellen Davis Morrow, Czara and Chad England, Bryan and Cynthia Camara, and Matthew Collins,
Respondents,

v.

Lennar Carolinas, LLC, Spring Grove Plantation Development, Inc., Manale Landscaping, LLC, Super Concrete of SC, Inc., Southern Green, Inc., TJB Trucking/Leasing, LLC, Paragon Site Constructors, Inc., Civil Site Environmental and Rick Bryant, Individually,
Defendants,

Of which Spring Grove Plantation Development, Inc., Manale Landscaping, LLC, Super Concrete of SC, Inc., Southern Green, Inc., TJB Trucking/Leasing, LLC, and Civil Site Environmental are Respondents.

And

Lennar Carolinas, LLC, Appellant,

v.

The Earthworks Group, Inc., Volkmar Consulting Services, LLC, Geometrics Consulting, LLC, Land/Site Services, Inc., Myers Landscaping, Inc., A.C. & A. Concrete, Inc., Knight's Concrete Products, Inc., Knight's Redi-Mix, Inc., Coastal Concrete Southeast, LLC, Costal Concrete Southeast II, LLC, Guaranteed Framing, LLC, Ozzy Construction, LLC, Construction Applicators Charleston, LLC, LA New Enterprises, LLC, Décor Corporation, DVS, Inc., Raul Martinez Masonry, LLC, Alpha Omega Construction Group, Inc., South Carolina Exteriors, LLC, Builders Firstsource-Southeast Group, LLC, and Low Country Renovations and Siding LLP, Third-Party Defendants,

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SC Court of Appeals

Of which Volkmar Consulting Services, LLC, Land/Site Services, Inc., Myers Landscaping, Inc., A.C. & A. Concrete, Inc., Knight's Concrete Products, Inc., Knight's Redi-Mix, Inc., Coastal Concrete Southeast, LLC, Coastal Concrete Southeast II, LLC, Guaranteed Framing, LLC, Ozzy Construction, LLC, Construction Applicators Charleston, LLC, LA New Enterprises, LLC, Decor Corporation, DVS, Inc., Raul Martinez Masonry, LLC, Alpha Omega Construction Group, Inc., South Carolina Exteriors, LLC, Builders Firstsource-Southeast Group, LLC, are also Respondents.

and

Decor Corporation, Fourth Party Plaintiff,

v.

Baranov Flooring, LLC, DJ Construction Services, LLC, Creative Wood Floors, LLC, Geraldo Cunha, Ebenezer Flooring, LLC, Emmanuel Flooring and Siding, LLC, Eusi Flooring and Covering, LLC, Nicolas Flores, Alexander Martinez, Isidru Mejia, Juan Perez, Ernesto M. Perez, N&B Construction, LLC, Jose Dias Rodrigues, Livia Sousa, Jose Betio Pereira, Jose Paz Castro Hernandez, Divinio Aperecido Corgosinho, Ricardo Chiche, CEBS Construction, Bayshore Siding and Flooring, Sebastio Luiz de Araujo, and John Does 1-4, Fourth-Party Defendants.

RECORD ON APPEAL VOL. III

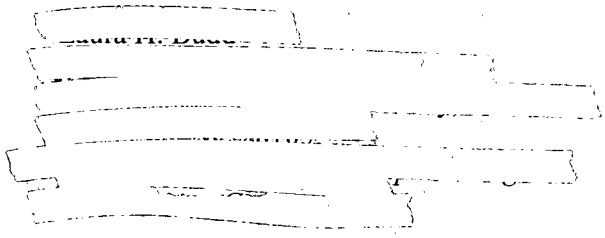
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3.7 Contractor acknowledges that it has reviewed all provisions of Lennar's Environmental Management Policy, including Lennar's SWPPP and Dust Control Plan, and that it has reviewed, signed, and returned Lennar's Trade Partner BMP Compliance Measures.

4. JOB RULES: Contractor is solely responsible for complying with and ensuring compliance by its employees and its Subcontractors with (i) Lennar's Code of Safe Practices, (ii) other Lennar policies concerning safety, reasonable restrictions on use and access to the job site by unauthorized personnel, and (iii) the other rules and policies concerning Lennar's work and as set forth in Schedule D to this Agreement. Upon failure to so comply, Lennar may, in addition to the other remedies herein, stop Contractor's Work and/or terminate this Agreement.

5. LIENS AND BOND CLAIMS: Contractor shall keep the Work and the real property being improved by Contractor free and clear of any liens, stop notices, fund trapping notices, or bond claims of any kind whatsoever (collectively "Lien or Bond Claims"), to the extent such Lien or Bond Claims (a) relate to Contractor's Work, or (b) are for any monies due or allegedly due (i) Contractor or any Subcontractor, (ii) any factoring company, lender (secured or unsecured), or (iii) any other entity claiming by, through, or under Contractor or any Subcontractor (collectively the "Lien Claimants"). In the event a Lien or Bond Claim is filed or threatened to be filed by any Lien Claimant, Contractor shall, at Lennar's sole election, immediately (i) settle and resolve such claim and obtain a full waiver and release of the Lien or Bond Claim from the Lien Claimant, or (ii) provide a statutory bond acceptable to Lennar that will bond around or discharge such Lien or Bond Claim. Should Contractor fail to do so, Lennar may, without additional notice to Contractor, (i) settle, bond or discharge the lien or bond claim in any manner Lennar deems appropriate, and charge the costs thereof (including payment of the lien, stop notice or fund trapping notice, or bond claim amount, premiums for bonds, overhead, costs, and reasonable attorneys' fees and paraprofessional fees) to Contractor, and/or (ii) withhold further payments to Contractor under this Agreement or otherwise until Contractor has complied with its obligations herein. Lennar's obligations to pay such costs is not limited to any monies, if any, then due or to become due Contractor under any contract between Lennar and Contractor. Contractor has not and shall not assign any right or claim for payment from Lennar or any right to perfect a lien against the Work or real property to any third person. Any assignment or attempted assignment shall be unenforceable against Lennar, and shall be deemed a material default of this Agreement. Contractor shall include substantially identical language to this Section 5 in all subcontracts of any Subcontractor, and shall also require that all Subcontractors shall waive and release all liens and claims to liens as a condition to their receiving payment.

5.1 At Lennar's request, Contractor shall provide the following to Lennar: (i) Proof of payment for labor, equipment or material or equipment supplied for the Work or any other obligation for payment arising from the Work; (ii) an affidavit stating that every Subcontractor has been paid in full up to and including the date of any payment application, along with the names of any such person or entity who has not been paid in full and the amount due each; (iii) a Partial Waiver and Release of Lien executed by Contractor or any Subcontractor, in a form acceptable to Lennar, indicating their waiver and release of all lien rights for any part of the Work performed as of the date of Contractor's payment therefore; and, (iv) prior to final payment for the Work, a Final Lien Waiver and Release from Contractor and/or any Subcontractor. If Lennar believes that Contractor's financial circumstances will affect Contractor's performance of its obligations herein, Lennar may take any other precautionary action it deems reasonably necessary to protect its interests including, without limitation, (i) the right to request additional financial assurances from Contractor, (ii) the right to require Contractor to post, at Contractor's cost, a payment bond, (iii) the right to withhold all or any portion of payments due Contractor, or (iv) the right to make payments jointly to Contractor and any person claiming monies from Contractor or any Subcontractor.

["DIVISIONS: PLEASE CHECK APPROPRIATE BOX WHETHER UTILIZING CONDITIONAL OR UNCONDITIONAL LIEN WAIVERS"]

5.2 CONDITIONAL/UNCONDITIONAL LIEN WAIVER:

☐ CONDITIONAL LIEN WAIVER: At such time as an invoice is submitted, and as a condition to receiving payment, Contractor shall execute and furnish to Lennar a notarized conditional lien release acknowledging receipt of all payments through the period covered by the current invoice and shall, upon request by Lennar, cause all of its Subcontractors to execute similar lien waivers acknowledging receipt of all payments due through the period covered by the current invoice, to the extent payment is actually received. Contractor shall also submit unconditional notarized lien releases from itself and all Subcontractors for payments previously made by Lennar. The lien waivers required to be delivered to Lennar by Contractor under this Agreement shall be original executed waivers, not photocopies, and shall comply with all applicable laws regarding such lien waivers. Contractor shall also comply with all procedural requirements of laws of the State that govern this Agreement with respect to the enforceability of such lien waivers. Regardless of this section, Contractor agrees to provide Lennar with materials and supplies that are free and clear of any debt or lien against said materials or supplies. Upon receipt of final payment for the Work, Contractor shall (from itself and all Subcontractors) provide a Final Unconditional Lien Waiver and Release to Lennar for each property for which the Work was provided.

☐ UNCONDITIONAL LIEN WAIVER: At such time as payment is made, and as a condition for such payment, Contractor shall execute and furnish to Lennar a notarized unconditional lien release acknowledging receipt of all payments through the period covered by the current invoice and shall, upon request by Lennar, cause all of its Subcontractors to execute similar lien waivers acknowledging receipt of all payments due through the period covered by the current invoice. The lien waivers required to be delivered to Lennar by Contractor under this Agreement shall be original executed waivers, not photocopies, and shall comply with all applicable laws regarding such lien waivers. Contractor shall also comply with all procedural requirements of laws of the State that govern this Agreement with respect to the enforceability of such lien waivers. Regardless of this section, Contractor agrees to provide Lennar with materials and supplies that are free and clear of any debt or lien against said materials or supplies. Upon receipt of final payment for the Work, Contractor shall (from itself and all Subcontractors) provide a Final Unconditional Lien Waiver and Release to Lennar for each property for which the Work was provided.

6. LENNAR'S EQUIPMENT: Should Contractor or any Subcontractor use equipment, scaffolding or other facilities of Lennar or another contractor, it is understood and agreed that (i) Contractor and Subcontractor shall fully inspect and become familiar with the proper and safe use of such equipment, scaffolding or facilities, (ii) Contractor and Subcontractor shall properly train and supervise their employees, subcontractors and suppliers in the proper and safe use of such equipment, scaffolding and facilities, and (iii) Contractor's or Subcontractor's use of such equipment, scaffolding or facilities shall be at their sole risk. Contractor and Subcontractor waive all claims and liability of any type or nature against Lennar and the owners or lessors of such equipment, scaffolding or other facilities, assumes the full risk of the operation thereof, and assumes full responsibility for any and all loss, cost, expense (including all attorneys' fees and paraprofessional fees), damage, or injury arising therefrom.

7. SECURITY: Contractor shall be solely responsible for providing security for its Work, tools, equipment, materials or other property. Regardless of whether Lennar provides security at the Project, Lennar shall not be responsible for theft, vandalism or loss to any of Contractor's or Subcontractor's Work, tools, equipment, materials or other property.

8. CLEAN UP: Contractor shall maintain a tidy job site and Community and clean up and haul away all debris, rubbish, hazardous or toxic discharges and surplus materials ("Construction Debris") on a daily basis and properly dispose of such Construction Debris in an authorized trash bin or at a licensed or certified landfill. In addition, Contractor will leave the job site, subject property and, if applicable, the building premise(s) clean and in good order. These obligations are in addition to Contractor's obligations under any other section of this Agreement. If, after 24 hours notice by Lennar's representative to Contractor's representative, Contractor has not diligently proceeded with the clean-up as outlined in this Section, then Lennar shall have the right to proceed with the clean-up at Contractor's expense.

9. INSURANCE: Before starting Work, Contractor shall procure and maintain at its own expense the insurance set forth in Schedule C hereto, which requirements are incorporated by this reference as though set forth in full herein.

10. EXPRESS WARRANTIES: Contractor expressly warrants to Lennar, Lennar's customers, or any subsequent owner of a structure constructed by Lennar (collectively "Warranty Beneficiaries"), that its Work shall be performed in a good and workmanlike manner, free from defects in workmanship or materials, and in strict accordance with (i) the plans and specifications, (ii) any applicable manufacturer's specifications, recommendations or requirements, and (iii) all applicable industry standards, codes, or other rules or regulations applicable to the performance of the Work. This warranty section is in addition to warranties provided by law. Any portion of Contractor's Work not complying with the foregoing shall be considered defective. Contractor shall also require each of its Subcontractors to give to Lennar the same warranty regarding the Subcontractor's work. Contractor shall, within two (2) working days of notification by Lennar, repair or replace any defective Work unless the warranty work could not reasonably be performed within such time period, in which event the warranty work shall be performed as quickly as reasonably possible. In the event of an emergency (as determined by Lennar), the Contractor shall perform its warranty work within eight (8) hours. In addition, a seven (7) day-a-week and a twenty-four (24) hour on-call emergency service must be provided by Contractor and any Subcontractor providing roofing, plumbing, electrical and/or HVAC work.

10.1. Extended Warranties. In addition to the foregoing warranties, Contractor shall also, (a) for a period of twelve (12) months from (i) the *date of close of escrow* between Lennar and its homebuyers for Work associated with a structure or associated site work intended to be used primarily for residential purposes, or (ii) *final completion of the Work* for all other types of Work, repair or replace *any defective Work*, and perform Lennar's obligations under any applicable warranty insurance programs (the "One Year Warranty"); (b) for a period of twenty-four (24) months from the (i) the date of close of escrow between Lennar and its homebuyers for Work associated with a structure or associated site work intended to be used primarily for residential purposes, or (ii) *final completion of the Work* for all other types of Work, repair or replace any defective Work associated with any ***heating, cooling, mechanical and electrical systems*** (the "Systems") installed by Contractor, and perform Lennar's Systems obligations under any applicable warranty insurance programs (the "Two Year Warranty"); and (c) for a period of one-hundred twenty (120) months from (i) the *date of close of escrow* between Lennar and its homebuyers for Work associated with a structure or associated site work intended to be used primarily for residential purposes, or (ii) *final completion of the Work* for all other types of Work, repair or replace any defective Work, associated with ***structural damage***, and perform Lennar's obligations under any applicable warranty insurance programs (the "Ten Year Warranty"). The foregoing obligations exist so long as the defect(s) arose or existed during the relevant extended warranty periods, and even if such defects were not observed until after the expiration of the extended warranty period. Should Lennar perform any of Contractor's warranty work (extended or otherwise), Contractor shall reimburse Lennar for the cost of repairing or replacing such defective Work. Notwithstanding anything to the contrary herein, should any state or federal law impose a warranty, express or implied, or any other obligation to repair, replace or pay for defective work arising from Contractor's Work that is longer than the time period set forth in this paragraph, Contractor's warranty obligation period shall be deemed to extend for the duration of the applicable state or federal law.

10.2 Manufacturer's Warranties. Prior to the earlier of completion of Work or upon the termination of this Agreement, Contractor shall provide Lennar with any and all applicable manufacturer's warranties on equipment, materials or appliances furnished pursuant to this Agreement. Contractor shall fully cooperate with Lennar in making any claim on any manufacturer's warranty.

11. EXTRA WORK/CHANGES: NO EXTRA WORK OR CHANGES SHALL BE PERFORMED BY CONTRACTOR OR PAID FOR BY LENNAR UNLESS (i) SPECIFICALLY AUTHORIZED IN WRITING BY LENNAR'S CONSTRUCTION SUPERINTENDENT, AND (ii) A WRITTEN PURCHASE ORDER IS SIGNED BY BOTH CONTRACTOR AND LENNAR'S CONSTRUCTION SUPERINTENDENT PRIOR TO COMMENCING ANY EXTRA WORK OR CHANGES. NO EMPLOYEE OR REPRESENTATIVE OF LENNAR IS AUTHORIZED TO MAKE ANY VERBAL AGREEMENT WAIVING THIS PROVISION, AND CONTRACTOR AGREES THAT IT SHALL NOT RELY ON ANY VERBAL AGREEMENT IN PERFORMING ANY WORK.

12. PAYMENT: The price for the Work and additional terms for payment shall be set forth in the Purchase Order. Lennar has no obligation to pay Contractor for any Work performed prior to execution of a written Purchase Order which specifically covers such Work. No payment shall be due unless Contractor has otherwise satisfied all obligations set forth in this Agreement.

12.1 Payment shall be made in accordance with Lennar's standard practices. Payment will only be considered for Work properly performed, inspected and accepted as of the date of the payment request. As a condition precedent to any payment, Contractor shall (i) submit a request for payment to the Lennar address noted below, (ii) utilize a payment request form acceptable to Lennar, (iii) deliver executed lien waivers and releases in accordance with Section 8.2, and (iv) submit all other documentation reasonably required by Lennar to establish Contractor's entitlement to funds. No payment shall be deemed to constitute acceptance by Lennar of any defective or unacceptable Work.

12.2 All payments to Contractor are trust funds and shall first be used for the full payment of all Subcontractors. Contractor shall ensure that all Subcontractors are at all times fully and timely paid all amounts due in connection with the Work. Contractor shall immediately notify Lennar of any claims or disputes involving any Subcontractor. When Lennar learns of any claim or dispute, Lennar may (i) withhold payments otherwise due Contractor until the claim or dispute is resolved to Lennar's satisfaction, (ii) issue joint checks to Contractor and any claimant, or (iii) deposit any disputed funds into the registry of a court of law. Contractor shall reimburse Lennar for any costs incurred by Lennar as a result of such claims or disputes. Should any dispute arise after payment by Lennar, Contractor

shall immediately deposit any payments made relating to such labor or material into an interest-bearing account and shall only use this money to resolve such claims or disputes.

12.3 Lennar may, but is not required to, withhold retainage from each payment as provided by applicable law, and shall release such retainage when (a) Contractor has fully performed its obligations herein (save and except future extended warranty obligations), (b) Contractor has provided final lien releases and waivers (conditioned only upon receipt of the retainage) from itself and all Subcontractors, and (c) the legal time period for holding such retainage has expired. In the absence of any legally required amount, the maximum retainage shall equal ten (10%) percent of each payment.

12.4 Lennar may, at its option, issue, file, and/or record with the appropriate regulating agency, a Notice of Completion. By issuing, filing, and/or recording said notice of completion, Lennar does not release the Contractor from any of Contractor's obligations under this Agreement and/or any Purchase Order issued hereunder. Without limiting the generality of the foregoing, in no event shall the issuance, filing, and/or recordation of a notice of completion be deemed to commence any warranty obligations with respect to the Work performed by Contractor, as such warranty obligations are set forth in this Agreement.

13. REMEDIES AND TERMINATION: In addition to and without limiting Lennar's other remedies set forth herein or as otherwise provided by law, Lennar shall have the following rights:

13.1 If Contractor shall file for or be adjudged bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if Contractor should persistently or repeatedly refuse or should fail, in the reasonable opinion of Lennar, to supply enough properly skilled workmen or proper materials or make delivery of materials as required, or if such materialmen or laborers for material supplied or Work performed disregard laws, ordinances, job rules, or instructions, or if Contractor fails to make prompt and proper payment for labor, materials, equipment or services provided by, through or under Contractor, or if Contractor fails to remedy defective Work or fails to perform warranty services or repairs within the time periods set forth in this Agreement, or should Contractor cause damage to the work of another contractor and/or subcontractor, or if Lennar is fined by any governmental agency on account of or arising out of the violation by Contractor or any Subcontractor of any law, or should Contractor fail in Lennar's sole judgment to prosecute its Work diligently and promptly, or if Contractor otherwise breaches any of its obligations in this Agreement or any of its other agreements with the Lennar division for which Contractor is performing the Work herein, or if Lennar has a reasonable basis to believe that Contractor will not be able to properly perform all of its obligations in this Agreement or under any Purchase Order, Lennar may, without prejudice to any other right or remedy in this Agreement or any law and after giving Contractor forty-eight (48) hours written notice, (i) terminate this Agreement and take possession of Contractor's materials, tools, equipment and appliances thereon and finish the Work by whatever method it may deem expedient in its sole discretion, (ii) withhold payment otherwise due Contractor until the Work is completed and accepted, or until defective Work is remedied, or until warranty services are properly performed, or until such breach has been remedied, (iii) stop the Work until such breach has been cured to Lennar's satisfaction, and/or (iv) furnish or cause to be furnished additional labor or materials at Contractor's expense. If the costs of completing the Work, furnishing additional labor or materials, or remedying Contractor's breach do not exceed the unpaid balance under the applicable Purchase Order(s), and if Contractor is otherwise entitled to receive payment, Lennar shall pay the difference (less a reasonable sum to ensure Contractor's performance of any remaining warranty obligations) to Contractor upon completion of the Work. If such expenses of completing the Work or remedying Contractor's breach exceed the unpaid balance under the applicable Purchase Order(s), Lennar may offset the difference against any amounts due Contractor under this Agreement or other purchase order, contract, or other agreement. Upon demand, Contractor shall pay the difference to Lennar plus any and all costs, expenses and attorneys' fees and paraprofessional fees incurred by Lennar in enforcing or performing any of Contractor's obligations under this Agreement.

13.2 Lennar shall also have the right to terminate this Agreement or any Purchase Orders or portions thereof issued to Contractor without cause and for Lennar's convenience. In such event, Contractor shall be paid only for that Work actually performed as of the date of termination, and Contractor waives recovery for any other costs or damages, direct or consequential including without limitation prospective profits, on Work not performed.

13.3 Should Contractor breach any of its obligations in this Agreement, Lennar shall be entitled to recover against Contractor any reasonable and necessary attorneys' fees and paraprofessional fees, costs and expenses incurred by Lennar in pursuing claims against Contractor.

14. DEFENSE AND INDEMNITY: TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AND IN CONSIDERATION OF THE SUM OF ONE HUNDRED DOLLARS ($100.00), WHICH SUM IS INCLUDED IN THE PRICE(S) ESTABLISHED UNDER THE PURCHASE ORDER(S), THE ADEQUACY AND RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, CONTRACTOR HEREBY AGREES TO UNCONDITIONALLY DEFEND, INDEMNIFY AND HOLD HARMLESS LENNAR, ITS PARENT, AFFILIATES, SUBSIDIARIES, PARTNERS, JOINT VENTURERS, OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS, EMPLOYEES, INSURERS, SURETIES, ANY OWNER OF REAL PROPERTY IMPROVED OR ALLEGED TO HAVE BEEN IMPROVED BY THE CONTRACTOR, OR ANY OF THEM (COLLECTIVELY "INDEMNITEES") AGAINST ANY AND ALL CIVIL OR CRIMINAL LIABILITIES, COSTS, EXPENSES, CLAIMS, DEMANDS, CAUSES OF ACTION, LIEN CLAIMS, THREATS OF LIENS, STOP NOTICES, FUND TRAPPING NOTICES, BOND CLAIMS, PENALTIES, FINES, CITATIONS, LOSSES, AND DAMAGES (INCLUDING COURT COSTS, ATTORNEYS' FEES AND PARAPROFESSIONAL FEES, AND COSTS OF INVESTIGATION), OF ANY NATURE, KIND, OR DESCRIPTION, ARISING OUT OF, IN CONNECTION WITH, CAUSED BY, ALLEGED TO HAVE BEEN CAUSED BY, OR RESULTING FROM, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, (1) THE WORK, LABOR, MATERIALS, EQUIPMENT OR SERVICES PERFORMED OR SUPPLIED OR ALLEGED TO HAVE BEEN PERFORMED OR SUPPLIED BY CONTRACTOR OR ANY OF ITS SUBCONTRACTORS, (2) ANY ACT OR OMISSION OF CONTRACTOR OR ANY OF ITS SUBCONTRACTORS, OR (3) ANY ACT OR OMISSION OF LENNAR OR LENNAR'S OTHER CONTRACTORS, SUBCONTRACTORS, OR SUPPLIERS OR ANY OF THEIR EMPLOYEES, AGENTS, INVITEES OR ANY PERSON ACTING BY, THROUGH OR UNDER LENNAR OR LENNAR'S OTHER CONTRACTORS, SUBCONTRACTORS, OR SUPPLIERS (COLLECTIVELY "LIABILITIES"). THE OBLIGATIONS OF CONTRACTOR UNDER THIS INDEMNIFICATION SHALL APPLY TO LIABILITIES EVEN IF SUCH LIABILITIES ARISE FROM OR ARE ATTRIBUTED TO THE CONCURRENT NEGLIGENCE OF ANY INDEMNITEE. NOTWITHSTANDING THE FOREGOING, CONTRACTOR SHALL NOT BE OBLIGATED UNDER THIS AGREEMENT TO INDEMNIFY THE INDEMNITEES TO THE EXTENT SUCH LIABILITIES RESULT FROM THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE. CONTRACTOR SHALL, AT ITS EXPENSE, ASSUME THE DEFENSE OF THE INDEMNITEES, OR ANY OF THEM, AND SHALL CONDUCT SUCH DEFENSE WITH DUE DILIGENCE

AND IN GOOD FAITH WITH COUNSEL SATISFACTORY TO LENNAR. SHOULD CONTRACTOR BREACH ITS DEFENSE AND INDEMNITY OBLIGATIONS, LENNAR MAY, AND WITHOUT RELIEVING CONTRACTOR OF ITS INDEMNITY OBLIGATIONS, ASSUME ANY DEFENSE OBLIGATION AND TRY OR SETTLE SUCH CLAIM, AND CONTRACTOR (1) SHALL REIMBURSE LENNAR FOR ALL COSTS AND EXPENSES INCURRED OR PAID BY ANY INDEMNITEE IN THE DEFENSE, SETTLEMENT, TRIAL OR ARBITRATION, AND (2) PAY ANY JUDGMENT OR AWARD OBTAINED AGAINST THE INDEMNITEES OR ANY OF THEM. NEITHER THE INDEMNITY OBLIGATIONS UNDER THIS SECTION, NOR ANY COMMON LAW AND/OR STATUTORY CONTRIBUTION RIGHTS OR OTHER RIGHTS OF LENNAR OR ANY INDEMNITEE, SHALL BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGE, COMPENSATION, OR BENEFITS PAYABLE BY OR FOR THE CONTRACTOR OR LENNAR UNDER INSURANCE POLICIES, WORKERS' COMPENSATION ACTS, DISABILITY BENEFIT ACTS, OR OTHER EMPLOYEE BENEFIT ACTS. THIS PROVISION IS SEPARATE AND DISTINCT FROM, AND IN ADDITION TO, ANY OTHER PROVISION OR SECTION IN THIS AGREEMENT, INCLUDING ANY PROVISION OR SECTION CONCERNING INDEMNIFICATION AND PROCUREMENT OF INSURANCE. IT IS SPECIFICALLY AGREED WITH RESPECT TO ANY LEGAL LIMITATIONS NOW OR HEREAFTER IN EFFECT AND AFFECTING THE VALIDITY OR ENFORCEABILITY OF THE INDEMNIFICATION OBLIGATION UNDER THIS SECTION, THAT SUCH LEGAL LIMITATIONS ARE MADE A PART OF THE INDEMNIFICATION OBLIGATION AND SHALL OPERATE TO AMEND THE INDEMNIFICATION OBLIGATION TO THE MINIMUM EXTENT NECESSARY TO BRING THE PROVISION INTO CONFORMITY WITH THE REQUIREMENTS OF SUCH LIMITATIONS, AND AS SO MODIFIED, THE INDEMNIFICATION OBLIGATION SHALL CONTINUE IN FULL FORCE AND EFFECT, EVEN AFTER COMPLETION OF THE WORK OR TERMINATION OF THIS AGREEMENT. EXCEPT AS EXPRESSLY PROVIDED OTHERWISE, IT IS THE SPECIFIC INTENT OF THIS INDEMNITY THAT THE CONTRACTOR IS INDEMNIFYING THE INDEMNITEES FROM ACTS OF NEGLIGENCE OF INDEMNITEES.

In any and all claims against Lennar hereunder by any employee of Contractor or any employee of any other person or entity acting by, through or under Contractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor or supplier under workers' or workmen's compensation acts, disability acts or other employee benefit acts, and Contractor expressly waives any right it may have to assert such limitation. Contractor expressly waives any right of subrogation that it or its insurers may have against the indemnitees or any of them. In addition, in no event shall Contractor's obligations hereunder be limited to the extent of any insurance available to or provided by Contractor. The indemnity obligations in this Agreement shall not be limited by the insurance required to be provided by Contractor pursuant to this Agreement; nor shall the insurance requirements of this Agreement be limited by the indemnity obligations of this Agreement.

16. WAIVER OF JURY TRIAL/ARBITRATION: TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, AND AFTER CONSULTING WITH LEGAL COUNSEL OF THEIR OWN CHOOSING, CONTRACTOR AND LENNAR, ON BEHALF OF THEMSELVES AND ANY PERSON OR ENTITY ACTING BY, THROUGH OR UNDER THEM, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY AGREE TO WAIVE THE RIGHT TO TRIAL BY JURY IN CONNECTION WITH ANY LITIGATION OR JUDICIAL PROCEEDING RELATING TO OR CONCERNING, DIRECTLY OR INDIRECTLY, THIS AGREEMENT OR ANY OTHER RIGHTS OR OBLIGATIONS BETWEEN LENNAR, CONTRACTOR AND ALL PERSONS ACTING BY, THROUGH OR UNDER LENNAR OR CONTRACTOR. LENNAR AND CONTRACTOR ACKNOWLEDGE THAT SEPARATE AND GOOD AND VALUABLE CONSIDERATION HAS BEEN PROVIDED BY EACH FOR THIS WAIVER. THIS WAIVER SHALL APPLY TO THIS AGREEMENT, ANY FUTURE AMENDMENTS, SUPPLEMENTS OR MODIFICATIONS OF THIS AGREEMENT, AND ANY FUTURE CHANGE ORDERS OR PURCHASE ORDERS. NOTWITHSTANDING THE FOREGOING, IF (A) LENNAR IS A PARTY TO A LAWSUIT, IS REQUIRED TO TRY THE DISPUTE BEFORE A JURY, AND BELIEVES THAT CONTRACTOR IS LIABLE, IN WHOLE OR IN PART, FOR THE CLAIMS BEING MADE IN THE LAWSUIT, THEN THIS WAIVER OF JURY TRIAL SHALL NOT APPLY; OR (B) LENNAR IS A PARTY TO AN ARBITRATION ACTION, IS REQUIRED TO TRY THE DISPUTE BEFORE AN ARBITRATOR(S), AND BELIEVES THAT CONTRACTOR IS LIABLE, IN WHOLE OR IN PART, FOR THE CLAIMS BEING MADE IN THE ARBITRATION, THEN LENNAR AND CONTRACTOR AGREE THAT THE DISPUTES BETWEEN THEM WILL BE FULLY AND FINALLY RESOLVED IN SUCH ARBITRATION AND IN ACCORDANCE WITH THE ARBITRATION ACT AND ARBITRATION RULES THEN GOVERNING THE ARBITRATION, AND NOT BY JUDGE OR BY JURY. LENNAR AND CONTRACTOR SPECIFICALLY AGREE THAT THIS AGREEMENT INVOLVES INTERSTATE COMMERCE, AND THAT ANY ARBITRATION SHALL BE GOVERNED BY THE FEDERAL ARBITRATION ACT.

16. INDEPENDENT CONTRACTOR/AUTHORITY: Contractor is acting as an independent contractor and not a partner or joint venturer of Lennar. Lennar is solely responsible for the employment, acts, errors, omissions, control and direction of its employees, agents, and Subcontractors. Nothing contained in this Agreement shall authorize or empower Contractor to assume or create any responsibility whatsoever, express or implied, on behalf of or in the name of Lennar, or to bind Lennar in any manner, or make representation, warranty, or commitment on behalf of Lennar, or purchase materials or otherwise incur debts in Lennar's name.

17. CONTRACTOR REGULATION: To the extent required by law, Contractor warrants that it is licensed to perform the Work under the applicable Purchase Order(s). Contractor shall maintain all required permits and licenses in good standing at all times.

18. CUSTOMER APPRECIATION GIFTS OR EVENTS: Lennar periodically gives its contractors and contractors' employees customary and nominal tokens of its appreciation, such as logo and non-logo apparel, rounds of golf, spa days, meals, materials and other "customer appreciation" gifts or outings. Contractor acknowledges and agrees that this is customary in the industry and does not constitute an attempt to improperly influence Contractor or Contractor's employees and does not and will not give rise to any claims for civil or criminal misconduct. Lennar fully understands that as a consequence of accepting any tokens of appreciation from Lennar, Contractor or Contractor's employees will be under no obligation to Lennar other than those contained in this Agreement. In order to ensure that Contractor is aware of this practice, Contractor expressly agrees that Lennar may, *at Lennar's sole discretion, without any obligation on the part of Lennar and without further notice to Contractor,* provide similar tokens of appreciation to Contractor or Contractor's employees without the need to obtain additional written or verbal consent from Contractor.

19. NO GIFTS: Neither Contractor nor any partner, director, employee, or agent of Contractor shall, without specific written authorization of Lennar, give to or receive from any person or entity, including without limitation, any officer or employee of any governmental or quasi-governmental agency, department, or instrumentality, any commission, fee, rebate, gift or loan of significant cost or value in connection with or as a result of Contractor's Work provided hereunder (excluding Gifts from Lennar pursuant to Section 18), to influence any decision, or to gain any other advantage for Lennar or Contractor. Contractor shall not (a) enter into any business arrangement with any partner or employee of Lennar, or any affiliate of same other than one acting in a capacity as a representative of Lennar or such affiliate in accordance with this Agreement and with the prior written approval of Lennar or (b) engage in any employment or enter into any contract or agreement that conflicts with Contractor's obligations under this Agreement. In the

event of a violation of this Section, Contractor shall pay to Lennar any and all amounts received by Contractor or any other individual or entity described above, however, such payment shall not limit, or operate as a waiver of, any other legal or equitable rights which Lennar may have against Contractor at law, in equity, or under this Agreement. Due to the nature of this transaction and the potential exposure to various forms of fines, penalties, sanctions and other damages to Lennar's business and reputation, all of which are, at the date of executing this Agreement, impractical and extremely difficult to ascertain in advance, Lennar and Contractor agree that if Lennar terminates this Agreement due to the breach of this Section, then, as the monetary remedy for such breach and at Lennar's election and, as liquidated damages and not as a penalty, Contractor agrees that Contractor shall not be paid any amounts billed but unpaid for Contractor's compensation for Work completed prior to the termination date, as provided in Section 13. This provision shall not be construed as a waiver of Lennar's right to obtain temporary or permanent injunctive relief for any breach or threatened breach by Contractor of this Section. In addition to the remedies available under this Section, and at Lennar's election, Lennar shall also be entitled to injunctive remedies for breach of this Section, including without limitation, rescission.

20. **STANDARDS OF BUSINESS ETHICS:** Contractor represents that it has not and will not receive or give gifts or gratuities, nor participate in any other conduct in connection with this Agreement or any Purchase Order that violates the Standards of Business Ethics and Conduct of Lennar ("Lennar's Business Ethics") (*see* www.Lennar.com). Should any employee of Lennar or any of its Trade Partners engage in any conduct which Contractor believes is in violation of Lennar's Business Ethics, Contractor shall immediately notify Lennar's representatives in writing at the address provided herein. Violation of Lennar's Business Ethics by Contractor shall be deemed a material breach of this Agreement by Contractor.

21. **MISCELLANEOUS:**

21.1 Lennar and Contractor acknowledge that they have read, understand, and have had the opportunity to be advised by legal counsel of their own choosing as to each and every one of the terms, conditions, and restrictions and the effect of all the provisions of this Agreement. Lennar and Contractor agree that the provisions shall not be construed more strictly against the party who prepared the document.

21.2 Neither this Agreement nor any Work to be performed under any Purchase Order nor the right to payment under this Agreement shall be assigned by Contractor without the written consent of Lennar, which consent may be withheld at Lennar's sole discretion.

21.3 This Agreement may be assigned by Lennar to any mortgagee or subsequent owner of the project who assumes Lennar's obligations under this Agreement. Contractor shall perform the Work and fulfill its obligations hereunder for the benefit of such assignee, so long as the assignee is making proper payment to Contractor. In the event of such assignment, Lennar shall be relieved of all liability accruing after such assignment. This Agreement shall be binding on the successors, heirs, and permitted assigns of the parties.

21.4 This Agreement, the attached Schedules and the Purchase Order(s) issued by Lennar to Contractor embody the entire agreement between Lennar and Contractor and supersede any prior understandings or oral or written agreements between the parties. This Agreement, including this provision, cannot be amended except by written instrument executed by Lennar and Contractor. Invalidation of any term or condition of this Agreement by judgment, arbitration award or court order or otherwise shall not affect the validity or enforceability of the remaining terms and conditions.

21.5 All notices given under this Agreement shall be in writing personally delivered or mailed certified or registered return receipt requested postage prepaid. Notices to Lennar and Contractor will be sent to the addresses noted in this Agreement. Either party may change the address at which it will receive notice by giving written notice in accordance with this provision.

21.6 If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect provided that the economic and legal substance of the transactions contemplated is not affected in any manner materially adverse to any party. In the event of any such determination, the parties agree to negotiate in good faith to modify this Agreement to fulfill as closely as possible the original intent and purposes hereof. To the extent permitted by law, the parties hereby to the same extent waive any provisions of law that renders any provision hereof prohibited or unenforceable in any respect.

21.7 In no event shall either party be entitled to any interest on any sum due hereunder in excess of that permitted by applicable law. Notwithstanding anything to the contrary herein, any reference herein to interest accruing on any sum due hereunder shall be deemed to be the lower of: the interest rate stated herein or the maximum rate allowed by law.

21.8 TIME IS OF THE ESSENCE OF THIS AGREEMENT. Any covenants, terms and conditions of a continuing nature shall survive final payment, completion, and acceptance of the Work under this Agreement and any applicable Purchase Order and any termination or conclusion of this Agreement and Contractor has taken into consideration and made allowances for all the hindrances and delays incident to its Work.

21.9 This Agreement shall be deemed entered into in the state where the Project or job site is located and shall be interpreted and applied in accordance with the laws of the state where the Project or job site is located.

21.10 Contractor agrees to perform all of its obligations in strict accordance with the terms of this Agreement and in strict accordance with any contract and/or agreement between Lennar and any owner of the property being improved, and in complete satisfaction of such contract and/or agreement between Lennar and such owner. Such contract and/or agreement, to the extent applicable to Contractor's Work, shall be deemed to be a part of this Agreement.

21.11 The venue for any disputes between Lennar and Contractor shall be as follows: (1) Third Party Actions – If Lennar is involved in litigation or arbitration with a third party and Lennar or any other party joins Contractor as a party to the litigation or arbitration, Contractor consents to be joined in that same venue: (2) Other Actions or Disputes – In all other situations, venue shall be in the state or federal court located in the state and county where the Project is located.

21.12 Upon reasonable notice, at reasonable times, and at Lennar's cost, Lennar or a third-party retained by Lennar shall have the right to access and audit Contractor's books, records and documentation for the purpose of auditing Contractor's performance of its

obligations under this Agreement or Purchase Order. Contractor shall cooperate by identifying and gathering documentation relating to Contractor's performance of its obligations.

21.13 Contractor shall, upon Lennar's request and at Contractor's cost, provide training to Lennar and its Trade Partners as to any product or service provided by Contractor. Contractor and Lennar shall reasonably cooperate in choosing the time, place and frequency of such training.

21.14 To the extent of any conflict or inconsistency between the terms and conditions of the documents set forth below, whether existing or entered into at a later date, the documents shall prevail and take precedence in the order listed below:

a. This Agreement;
b. Any Purchase Order;
c. Any other agreements between Contractor and Lennar.

21.15 By signing below, the undersigned certifies that he or she is authorized to execute this Agreement and is taking this action with full authority from the principal.

21.16 This Agreement may be executed in any number of counterparts, a complete set of which shall be deemed to be an original and all of which together shall comprise but a single instrument. Signatures may be given via facsimile transmission and shall be deemed given as of the date of the transmission of this Agreement by facsimile to the other party.

21.17 Contractor acknowledges and understands that all information relating in any way to Lennar or its business or affairs, whether written or oral, obtained by Contractor in connection with the Work provided as part of this Agreement or otherwise and any information regarding the nature and extent of this Agreement ("Confidential Information"), shall, unless otherwise specified by Lennar in writing be deemed confidential. Contractor acknowledges and understands that Contractor's unauthorized disclosure of any Confidential Information would be extremely prejudicial to Lennar.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CONTRACTOR: Burt Taylor Firstsource - Southeast Group LLC

By (Signature): [signature]

Title: Deryl Lydell Senior Attorney Date: 9/20/07

Address: 2001 Bryan St. #1600, Dallas TX 75201

Subject to attached contract addendum

LENNAR CAROLINAS, LLC

By: _____

Name: Michael Ray

Title: Director of Purchasing

Address: 3901 N. Kings Hwy, Suite 22

Myrtle Beach, SC 29577

INT: [initials]

v.1.4.07

REVISED 11/30/06

SCHEDULE A - PURCHASE ORDER

Date: _____ Purchase Order Number: _____

Contractor agrees to supply all labor, equipment, material, goods and/or services required to perform the Work set forth below and as otherwise provided in, and in strict accordance with, the Contractor Base Agreement. Contractor's obligations shall include, without limitation, any related or incidental labor, material, equipment or services required to satisfy its obligations or any obligations reasonably inferable thereto, as well as any addenda or modifications issued subsequent to the date of the Contractor Base Agreement and this Purchase Order. The terms and conditions of the Contractor Base Agreement executed between Lennar and Contractor are incorporated herein, including any schedules, attachments and exhibits to the Contractor Base Agreement.

Contractor: _____

Cost Code: _____

Community: _____

Address/Legal Description of Project: _____

_____

Scope of Work: Contractor shall provide all labor, material, equipment and services as described below and as more fully described in Exhibit "A" attached hereto (the "Work") and in conformance with the Contractor Base Agreement and any schedules, attachments and exhibits to the Contractor Base Agreement (the "Contract Documents").

_____

_____

_____

_____

Price/Payment: Contractor agrees to perform the Work for [choose one only]:

□ The lump sum of $ _____.

□ A unit price of $_____ per _____.

□ Cost Plus a Fee with a Guaranteed Maximum Price ("GMP") of $_____. The Fee portion of the GMP shall equal either [*choose one only*] _____% of the Cost of the Work (see Schedule E), or $_____. This Agreement shall also be subject to the terms and conditions set forth in Schedule E.

□ Other: _____

_____

_____

_____

Schedule: *Time is of the essence for Contractor's obligations herein.* Contractor shall complete performance of the Work not later than (i) the ____ day of _____, 20___, or (ii) _____

_____.

Execution: This Purchase Order shall be subject to cancellation at Lennar's option unless three (3) executed copies are returned to Lennar's home office by _____.

This Purchase Order is made between Lennar and Contractor for the performance of the Scope of Work described herein and in accordance with the requirements of the Contract Documents. Contractor acknowledges receipt of an executed copy of the Contractor Base Agreement. Contractor has read, understands and agrees to be bound to the terms of this Purchase Order, the Contractor Base Agreement, any schedules, attachments or exhibits to the Contractor Base Agreement, and any special or supplemental conditions attached to any of these documents.

CONTRACTOR	LENNAR
_____	LENNAR CAROLINAS, LLC
Company	
By: _____	By: _____
Name: _____	Name: Michael Ray
Title: _____	Title: Director of Purchasing
Date: _____	Date: _____

INT'L_____

REVISED 11/30/06

v.1-4-06

EXHIBIT A: CONTRACTOR'S SCOPE OF WORK

Contractor agrees to perform the Work listed below, as well as any work reasonably inferable from the Work, in strict accordance with the applicable Plans and Specifications, this Agreement and other legal requirements of any type.

- ☐ All Site Work including but not limited to: _____
- ☐ All Utilities Work including but not limited to: _____
- ☐ All Paving and Street Work including but not limited to: _____
- ☐ All Pad Preparation Work including but not limited to: _____
- ☐ All Slab, Flatwork and other Concrete Work including but not limited to: _____
- ☐ All Plumbing Work including but not limited to: _____
- ☐ All Electrical Work including but not limited to: _____
- ☐ All HVAC Work including but not limited to: _____
- ☐ All Rough Framing Work including but not limited to: _____
- ☐ All Finished Framing Work including but not limited to: _____
- ☐ All Exterior Cladding Work including but not limited to: _____
- ☐ All Window Work including but not limited to: _____
- ☐ All Roofing Work including but not limited to: _____
- ☐ Flooring Work including but not limited to: _____
- ☐ Cabinetry Work including but not limited to: _____
- ☐ Painting and Finishes Work including but not limited to: _____

SCHEDULE B – [UNCONDITIONAL/CONDITIONAL] LIEN WAIVER AND RELEASE

LENNAR

CONTRACTOR'S FINAL RELEASE AND LIEN WAIVER

The undersigned Contractor warrants and represents that it has been paid and has received $_____, through check number _____, dated _____ as full and final payment pursuant to the contracts between Contractor and Lennar (including any amendments or modifications thereto) (the "Contracts") for all work associated with the projects listed on the detail for the check and the attached schedule of properties (the "Projects"). In consideration for this final payment, and other good and valuable consideration, receipt of which is acknowledged, the Contractor makes the following representations and warranties:

1. The Contractor acknowledges that Lennar has fully performed all terms and conditions of the Contracts (including any amendments or modifications thereto), as well as any other written or oral commitments, agreements and/or understandings in connection with the Projects.

2. The Contractor represents and warrants that it has been paid in full for all labor, services and materials in connection with the Projects, including all work performed or any materials provided by its subcontractors, materialmen, laborers or other persons.

3. Contractor warrants and represents that: (a) it has paid all its subcontractors, materialmen, laborers, and other persons in full; (b) there are no outstanding claims, demands, or rights to liens against either Contractor or the Projects, including the real property on which the Projects are being constructed and/or any improvements thereon (the "Property"); and (c) no claims, demands, or liens have been filed against Contractor or the Property.

4. Contractor releases and discharges Lennar and all related entities from all claims, demands, or causes of action (including all lien claims and rights) which the Contractor has or might have against Lennar or the Property. Contractor hereby specifically waives and releases any lien, claims or right to lien against Lennar and/or the Property, and also specifically waives, to the extent allowed by law, all liens, claims, or rights of lien by the undersigned's subcontractors, materialmen, laborers and all other persons furnishing services, labor, or materials in connection with the Projects.

5. Contractor covenants and agrees to indemnify and hold harmless Lennar and all related entities from any action, proceeding, arbitration, claim, demand, lien, or right to lien arising out of or relating to Contractor's work, and covenants and agrees to pay any costs, expenses, and/or attorneys' fees incurred by Lennar in connection therewith.

The undersigned Contractor makes the representations and warranties with full knowledge that Lennar shall be entitled to rely upon the truth and accuracy thereof. Contractor acknowledges and agrees that Owner does not waive any rights or claims of any kind under the Contracts at law or in equity by making a final payment or by acceptance of this Release.

This ____ day of _____, 20____

_____
Contractor Company
Name: _____
Printed Name: _____
Title: _____

Sworn to and subscribed before me
this ____ day of _____ 20____.

_____
Notary Public
My Commission Expires: _____

[illegible]

1

INT'L_____ REVISED 11/30/06

v.1-4-06

INSURANCE REQUIREMENTS – Exhibit C- Low

Subcontractor shall procure and maintain, at its sole cost and expense, the following insurance coverages:

1. Workers' Compensation:
Coverage A. Statutory Benefits

Coverage B. Employers' Liability limits of not less than:

Bodily Injury by accident	$1,000,000 each accident
Bodily Injury by disease	$1,000,000 policy limit
Bodily Injury by disease	$1,000,000 each employee

Coverage must include a waiver of subrogation endorsement in favor of, and naming, Lennar Corporation including its subsidiaries, partners, partnerships, affiliated companies, successors and assigns. The waiver of subrogation is not required for subcontractors doing work in the state of New Jersey per state law.

2. Commercial Auto Coverage:
Automobile Liability coverage (equivalent in coverage to ISO form CA 00 01) of not less than $1,000,000 combined single limit, each accident, covering all owned, hired and non-owned autos. If Subcontractor does not have any company owned vehicles, a copy of the declaration page from the personal auto liability policy of the principal(s) of the company entering into this agreement will be acceptable. Hired and non-owned auto coverage for the Subcontractor must be evidenced through a general liability policy or auto policy.

3. Commercial General Liability:
Commercial General Liability coverage (equivalent in coverage to ISO form CG 00 01) of not less than:

Each Occurrence Limit	$1,000,000
Personal Advertising Injury Limit	$1,000,000
Products/Completed Operations Aggregate Limit	$1,000,000
General Aggregate Limit (other than Products/Completed Operations)	$1,000,000

The policy must include:

a) Premises and Operations coverage with no explosions, collapse, or underground damage exclusion (XCU).
b) Products and Completed Operations coverage. Subcontractor agrees to maintain this coverage for a minimum of ten (10) years following completion of its work.
c) Standard ISO CG0001 0196 Contractual Liability coverage, or its equivalent, and a Separation of Insureds clause.
d) Broad Form Property Damage coverage, including completed operations, or its equivalent.
e) The work "performed on your behalf by a subcontractor" exception to the "Damage to Your Work" exclusion (Exclusion "l" in Section I of the ISO form CG 00 01 10 01 and earlier versions.) No limitation or restriction of this exception is allowed.
f) An Additional Insured Endorsement (equivalent to ISO form CG 20 10) naming as additional insured: "Lennar Corporation including its subsidiaries, partners, partnerships, affiliated companies, successors and assigns."
g) If the Work to be performed is on an attached community, there shall be no exclusion for attached or condominium projects.
h) There shall be no exclusions for continuing or progressive losses not known by Subcontractor to exist prior to policy inception.
i) Coverage must be on an "occurrence" form. "Claims Made" and "Modified Occurrence" forms are not acceptable.

4. Property Insurance:
Subcontractor shall maintain "Special Form" property insurance (commonly referred to as "all risk" or "special perils" coverage) in an amount equal to the full replacement cost of all Subcontractor's real and personal property (for which it has title and/or risk of loss), as well as real and personal property which becomes a final part of the Project, during its off-Project status, in transit and while stored or worked upon away from, or on, the Project site. All policy proceeds shall be used for the repair or replacement of the property damaged or destroyed.

Property Waiver of Subrogation: Subcontractor hereby waives all rights of recovery against Lennar Corporation including its subsidiaries, partners, partnerships, affiliated companies, successors and assigns, with respect to any loss or damage, including consequential loss or damage, to the Subcontractor's property

caused or occasioned by any peril or perils covered under any policy or policies of property insurance carried by the Subcontractor. Subcontractor shall cause its insurance carriers to consent to such waiver of subrogation.

5. **Other Requirements:**

a) All policies must afford an unqualified thirty (30) days notice of cancellation to the additional insured(s) in the event of cancellation or non-renewal, and ten (10) days notice of cancellation for non-payment of premium.

b) All policies must be written by insurance companies whose rating in the most recent Best's Rating Guide, is not less than A (-):VII. Pursuant to Section 627.442 Florida Statues, the insurance company rating requirement does not apply to a self-insurance fund that is subject to part V of Chapter 631. This exception is only applicable to self-insurance funds providing Workers' Compensation coverage in the State of Florida. Contractor reserves the right to accept coverages provided via a state fund. All coverage forms must be acceptable to Contractor. Subcontractor agrees to provide a full certified copy of any policy maintained by Subcontractor to Contractor upon Contractor's request therefor.

c) Certificates of Insurance with the required endorsements evidencing the required coverages must be delivered to the Contractor prior to commencement of any work under this Subcontract. Such certificates of insurance shall state "All Operations" of Subcontractor performed on behalf of Contractor shall be covered by such insurance. The wording "Endeavor" and ... "but failure to mail such notice shall impose no obligation or liability of any kind upon the company" must be deleted from the certificate. If your carrier or broker will not remove such language from the certificate, a separate endorsement requiring 30-day notice of cancellation will be required.

d) If the Subcontractor fails to secure and maintain the required insurance, Contractor shall have the right (without any obligation to do so, however) to secure same in the name and for the account of Subcontractor in which event the Subcontractor shall pay the costs thereof and furnish upon demand all information that may be required in connection therewith.

e) Contractor reserves the right, but shall have no obligation, to procure the insurance, or any portion thereof, for which Subcontractor is herein responsible and which is described in this section. Contractor shall notify Subcontractor if Contractor exercises its right, whereupon Subcontractor's responsibility to carry such insurance shall cease and all the premiums and other charges associated with such insurance shall be refunded to the Contractor. Contractor further reserves the right at any time, with thirty (30) days written notice to Subcontractor, to require that Subcontractor resume the procurement and maintenance of any insurance for which Contractor has elected to procure pursuant to this subsection; in such event, the sums paid to Subcontractor by Contractor shall increase to the extent of any previously agreed and implemented reduction (as noted above) attributable to Contractor's prior assumption of the particular insurance coverages. Such refund shall be equitably pro-rated based upon Subcontractor's completed work at the time of such adjustment.

f) Contractor reserves the right, in its sole discretion, to require higher limits of liability coverage if, in Contractor's opinion, operations by or on behalf of Subcontractor create higher than normal hazards, and, to require Subcontractor to name additional parties in interest to be Additional Insureds, and included in any required Waiver of Subrogation, Notice of Cancellation, or other endorsement.

g) In the event that rental of equipment is undertaken to complete and/or perform the work, Subcontractor agrees that it shall be solely responsible for such rental equipment. Such responsibility shall include, but not be limited to, theft, fire, vandalism and use, including use by unauthorized persons.

h) Nothing in this Exhibit shall reduce Subcontractor's obligations under this Contract. Subcontractor's procurement and/or maintenance of insurance shall not be construed as a limitation of liability or as full performance of the indemnification and hold harmless provisions of this Agreement.

i) In the event that materials or any other type of personal property ("personal property") is acquired for the Project or delivered to the Project site, Subcontractor agrees that it shall be solely responsible for such property until it becomes a fixture on the Project, or otherwise is installed and incorporated as a final part of the Project. Such responsibility shall include, but not be limited to, theft, fire, vandalism, and use, including use by unauthorized persons.

6. **Changes and Modifications:**
Any modification or waiver of the insurance requirements to this Agreement, or in any addendum hereto, may only be made with the prior written consent of Contractor.

7. **Notices:**
All Certificates of Insurance and required endorsements must be addressed and forwarded to:

Lennar Corporation
Insurance Compliance
PO Box 12010-LC
Hemet, CA 92546-8010

Phone: (951) 766-2274

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INSURANCE REQUIREMENTS – Exhibit C- High

Subcontractor shall procure and maintain, at its sole cost and expense, the following insurance coverages:

1. **Workers' Compensation:**
Coverage A. Statutory Benefits

Coverage B. Employers' Liability limits of not less than:

Bodily Injury by accident	$1,000,000 each accident
Bodily Injury by disease	$1,000,000 policy limit
Bodily Injury by disease	$1,000,000 each employee

Coverage must include a waiver of subrogation endorsement in favor of, and naming, Lennar Corporation including its subsidiaries, partners, partnerships, affiliated companies, successors and assigns. The waiver of subrogation is not required for subcontractors doing work in the state of New Jersey per state law.

2. **Commercial Auto Coverage:**
Automobile Liability coverage (equivalent in coverage to ISO form CA 00 01) of not less than $1,000,000 combined single limit, each accident, covering all owned, hired and non-owned autos. If Subcontractor does not have any company owned vehicles, a copy of the declaration page from the personal auto liability policy of the principal(s) of the company entering into this agreement will be acceptable. Hired and non-owned auto coverage for the Subcontractor must be evidenced through a general liability policy or auto policy.

3. **Commercial General Liability:**
Commercial General Liability coverage (equivalent in coverage to ISO form CG 00 01) of not less than:

Each Occurrence Limit	$1,000,000
Personal Advertising Injury Limit	$1,000,000
Products/Completed Operations Aggregate Limit	$2,000,000
General Aggregate Limit (other than Products/Completed Operations)	$2,000,000

The policy must include:

a) Premises and Operations coverage with no explosions, collapse, or underground damage exclusion (XCU).
b) Products and Completed Operations coverage. Subcontractor agrees to maintain this coverage for a minimum of ten (10) years following completion of its work.
c) Standard ISO CG0001 0196 Contractual Liability coverage, or its equivalent, and a Separation of Insureds clause.
d) Broad Form Property Damage coverage, including completed operations, or its equivalent.
e) The work "performed on your behalf by a subcontractor" exception to the "Damage to Your Work" exclusion (Exclusion "l" in Section I of the ISO form CG 00 01 10 01 and earlier versions.) No limitation or restriction of this exception is allowed.
f) An Additional Insured Endorsement (equivalent to ISO form CG 20 10) naming as additional insured: "Lennar Corporation including its subsidiaries, partners, partnerships, affiliated companies, successors and assigns."
g) If the Work to be performed is on an attached community, there shall be no exclusion for attached or condominium projects.
h) There shall be no exclusions for continuing or progressive losses not known by Subcontractor to exist prior to policy inception.
i) Coverage must be on an "occurrence" form. "Claims Made" and "Modified Occurrence" forms are not acceptable.

4. **Property Insurance:**
Subcontractor shall maintain "Special Form" property insurance (commonly referred to as "all risk" or "special perils" coverage) in an amount equal to the full replacement cost of all Subcontractor's real and personal property (for which it has title and/or risk of loss), as well as real and personal property which becomes a final part of the Project, during its off-Project status, in transit and while stored or worked upon away from, or on, the Project site. All policy proceeds shall be used for the repair or replacement of the property damaged or destroyed.

Property Waiver of Subrogation: Subcontractor hereby waives all rights of recovery against Lennar Corporation including its subsidiaries, partners, partnerships, affiliated companies, successors and assigns, with respect to any loss or damage, including consequential loss or damage, to the Subcontractor's property caused or occasioned by any peril or perils covered under any policy or policies of property insurance carried by the Subcontractor. Subcontractor shall cause its insurance carriers to consent to such waiver of subrogation.

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5. Other Requirements:

a) All policies must afford an unqualified thirty (30) days notice of cancellation to the additional insured(s) in the event of cancellation or non-renewal, and ten (10) days notice of cancellation for non-payment of premium.

b) All policies must be written by insurance companies whose rating in the most recent Best's Rating Guide, is not less than A (-): VII. Pursuant to Section 627.442 Florida Statues, the insurance company rating requirement does not apply to a self-insurance fund that is subject to part V of Chapter 631. This exception is only applicable to self-insurance funds providing Workers' Compensation coverage in the State of Florida. Contractor reserves the right to accept coverages provided via a state fund. All coverage forms must be acceptable to Contractor. Subcontractor agrees to provide a full certified copy of any policy maintained by Subcontractor to Contractor upon Contractor's request therefor.

c) Certificates of insurance with the required endorsements evidencing the required coverages must be delivered to the Contractor prior to commencement of any work under this Subcontract. Such certificates of insurance shall state "All Operations" of Subcontractor performed on behalf of Contractor shall be covered by such insurance. The wording "Endeavor" and ... "but failure to mail such notice shall impose no obligation or liability of any kind upon the company" must be deleted from the certificate. If your carrier or broker will not remove such language from the certificate, a separate endorsement requiring 30-day notice of cancellation will be required.

d) If the Subcontractor fails to secure and maintain the required insurance, Contractor shall have the right (without any obligation to do so, however) to secure same in the name and for the account of Subcontractor in which event the Subcontractor shall pay the costs thereof and furnish upon demand all information that may be required in connection therewith.

e) Contractor reserves the right, but shall have no obligation, to procure the insurance, or any portion thereof, for which Subcontractor is herein responsible and which is described in this section. Contractor shall notify Subcontractor if Contractor exercises its right, whereupon Subcontractor's responsibility to carry such insurance shall cease and all the premiums and other charges associated with such insurance shall be refunded to the Contractor. Contractor further reserves the right at any time, with thirty (30) days written notice to Subcontractor, to require that Subcontractor resume the procurement and maintenance of any insurance for which Contractor has elected to procure pursuant to this subsection; in such event, the sums paid to Subcontractor by Contractor shall increase to the extent of any previously agreed and implemented reduction (as noted above) attributable to Contractor's prior assumption of the particular insurance coverages. Such refund shall be equitably pro-rated based upon Subcontractor's completed work at the time of such adjustment.

f) Contractor reserves the right, in its sole discretion, to require higher limits of liability coverage if, in Contractor's opinion, operations by or on behalf of Subcontractor create higher than normal hazards, and, to require Subcontractor to name additional parties in interest to be Additional Insureds, and included in any required Waiver of Subrogation, Notice of Cancellation, or other endorsement.

g) In the event that rental of equipment is undertaken to complete and/or perform the work, Subcontractor agrees that it shall be solely responsible for such rental equipment. Such responsibility shall include, but not be limited to, theft, fire, vandalism and use, including use by unauthorized persons.

h) Nothing in this Exhibit shall reduce Subcontractor's obligations under this Contract. Subcontractor's procurement and/or maintenance of insurance shall not be construed as a limitation of liability or as full performance of the indemnification and hold harmless provisions of this Agreement.

i) In the event that materials or any other type of personal property ("personal property") is acquired for the Project or delivered to the Project site, Subcontractor agrees that it shall be solely responsible for such property until it becomes a fixture on the Project, or otherwise is installed and incorporated as a final part of the Project. Such responsibility shall include, but not be limited to, theft, fire, vandalism, and use, including use by unauthorized persons.

6. Changes and Modifications:

Any modification or waiver of the insurance requirements to this Agreement, or in any addendum hereto, may only be made with the prior written consent of Contractor.

7. Notices:

All Certificates of Insurance and required endorsements must be addressed and forwarded to:

Lennar Corporation
Insurance Compliance
PO Box 12010-LC
Hemet, CA 92546-8010

Phone: (951) 766-2274

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Requirements High.doc

Exhibit C-Consultants/Professionals

Consultant shall procure and maintain, at its sole cost and expense, the following insurance coverages:

1. **Workers' Compensation:**
Coverage A. Statutory Benefits

Coverage B. Employers' Liability limits of not less than:

Bodily Injury by accident	$1,000,000 each accident
Bodily Injury by disease	$1,000,000 policy limit
Bodily Injury by disease	$1,000,000 each employee

Coverage must include a waiver of subrogation endorsement in favor of, and naming, Lennar Corporation including its subsidiaries, partners, partnerships, affiliated companies, successors and assigns. The waiver of subrogation is not required for subcontractors doing work in the state of New Jersey per state law.

2. **Commercial Auto Coverage:**
Automobile Liability coverage (equivalent in coverage to ISO form CA 00 01) of not less than $1,000,000 combined single limit, each accident, covering all owned, hired and non-owned autos. If Subcontractor does not have any company owned vehicles, a copy of the declaration page from the personal auto liability policy of the principal(s) of the company entering into this agreement will be acceptable. Hired and non-owned auto coverage for the Subcontractor must be evidenced through a general liability policy or auto policy.

3. **Commercial General Liability:**
Commercial General Liability coverage (equivalent in coverage to ISO form CG 00 01) of not less than:

Each Occurrence Limit	$1,000,000
Personal Advertising Injury Limit	$1,000,000
General Aggregate Limit (other than Products/Completed Operations)	$2,000,000

The policy must include:
a) Standard ISO CG0001 0196 Contractual Liability coverage, or its equivalent, and a Separation of Insureds clause.
b) Broad Form Property Damage coverage.
c) An Additional Insured Endorsement (equivalent to ISO form CG 20 10) naming as additional insured: "Lennar Corporation including its subsidiaries, partners, partnerships, affiliated companies, successors and assigns"
d) Coverage must be on an "occurrence" form. "Claims Made" and "Modified Occurrence" forms are not acceptable.

4. **Professional Liability or Errors and Omissions Insurance:**
Professional Liability or Errors and Omissions coverage of not less than $1,000,000, or limit carried, whichever is higher, with a deductible or self-insured retention amount not greater than $50,000. Such insurance shall include prior acts coverage sufficient to cover the services under this Agreement and Contractual Liability to cover liability assumed under this Agreement, to the extent insurable under such Professional Liability Insurance. Such insurance is to be maintained during the term of this Agreement and for a period of ten years after final payment. If the Work to be performed is on an attached community, there shall be no exclusion for attached or condominium projects.

5. **Other Requirements:**
a) All policies must afford an unqualified thirty (30) days notice of cancellation to the additional insured(s) in the event of cancellation or non-renewal, and ten (10) days notice of cancellation for non-payment of premium.
b) All policies must be written by insurance companies whose rating in the most recent Best's Rating Guide, is not less than A (-):VII. Pursuant to Section 627.442 Florida Statues, the insurance company rating requirement does not apply to a self-insurance fund that is subject to part V of Chapter 631. This exception is only applicable to self-insurance funds providing Workers' Compensation coverage in the State of Florida. Contractor reserves the right to accept coverages provided via a state fund. All coverage forms must be acceptable to Company. Consultant agrees to provide a full certified copy of any policy maintained by Consultant to Company upon Company's request therefor.
c) Certificates of Insurance with the required endorsements evidencing the required coverages must be

delivered to the Company prior to commencement of any work under this Subcontract. Such certificates of insurance shall state "All Operations" of Consultant performed on behalf of Company shall be covered by such insurance. The wording "Endeavor" and ... "but failure to mail such notice shall impose no obligation or liability of any kind upon the company" must be deleted from the certificate. If your carrier or broker will not remove such language from the certificate, a separate endorsement requiring 30-day notice of cancellation will be required.

d) If the Consultant fails to secure and maintain the required insurance, Company shall have the right (without any obligation to do so, however) to secure same in the name and for the account of Consultant in which event the Consultant shall pay the costs thereof and furnish upon demand all information that may be required in connection therewith.

e) Company reserves the right, but shall have no obligation, to procure the insurance, or any portion thereof, for which Consultant is herein responsible and which is described in this section. Company shall notify Consultant if Company exercises its right, whereupon Consultant's responsibility to carry such insurance shall cease and all the premiums and other charges associated with such insurance shall be refunded to the Company. Company further reserves the right at any time, with thirty (30) days written notice to Consultant, to require that Consultant resume the procurement and maintenance of any insurance for which Company has elected to procure pursuant to this subsection; in such event, the sums paid to Consultant by Company shall increase to the extent of any previously agreed and implemented reduction (as noted above) attributable to Company's prior assumption of the particular insurance coverages. Such refund shall be equitably pro-rated based upon Consultant's completed work at the time of such adjustment.

f) Company reserves the right, in its sole discretion, to require higher limits of liability coverage if, in Company's opinion, operations by or on behalf of Consultant create higher than normal hazards, and, to require Consultant to name additional parties in interest to be Additional Insureds, and included in any required Waiver of Subrogation, Notice of Cancellation, or other endorsement.

g) In the event that rental of equipment is undertaken to complete and/or perform the work, Consultant agrees that it shall be solely responsible for such rental equipment. Such responsibility shall include, but not be limited to, theft, fire, vandalism and use, including use by unauthorized persons.

h) Nothing in this Exhibit shall reduce Consultant's obligations under this Contract. Consultant's procurement and/or maintenance of insurance shall not be construed as a limitation of liability or as full performance of the indemnification and hold harmless provisions of this Agreement.

i) In the event that materials or any other type of personal property ("personal property") is acquired for the Project or delivered to the Project site, Consultant agrees that it shall be solely responsible for such property until it becomes a fixture on the Project, or otherwise is installed and incorporated as a final part of the Project. Such responsibility shall include, but not be limited to, theft, fire, vandalism, and use, including use by unauthorized persons.

j) Property Waiver of Subrogation. Consultant hereby waives all rights of recovery against Lennar Corporation including its subsidiaries, partners, partnerships, affiliated companies, successors and assigns with respect to any loss or damage, including consequential loss or damage, to the Consultant's property caused or occasioned by any peril or perils covered under any policy or policies of property insurance carried by the Consultant. Consultant shall cause its insurance carriers to consent to such waiver of subrogation.

6. **Changes and Modifications:**
Any modification or waiver of the insurance requirements to this Agreement, or in any addendum hereto, may only be made with the prior written consent of Company.

7. **Notices:**
All Certificates of Insurance and required endorsements must be addressed and forwarded to:

Lennar Corporation
Insurance Compliance
PO Box 12010-LC
Hemet, CA 92546-8010

Phone: (951) 766-2274

SCHEDULE D – JOB RULES

1. Notwithstanding any contrary language in any agreement between Contractor and any third person, including any labor organization, neither Contractor nor any Subcontractor shall allow any person access to the job site unless they are directly and actively engaged in the performance of the Work. No unauthorized persons (e.g. members of the general public, off-duty employees, family members, solicitors, visitors, vendors, sales persons, officials of labor organizations, prospective homeowners, etc.) shall be allowed on the Project or job site without Lennar's written consent. Access by any unauthorized person shall be considered unlawful trespass and a material breach of this Agreement.

2. Hard-hats, eye and hearing protection, proper scaffolding, equipment safety devices, and all other appropriate clothing and safety devices are required at all times and in all locations at the Project or job site for Contractor and any Subcontractor. If Contractor observes any other contractor violating this requirement, Contractor shall immediately report such violation to Lennar.

3. **CONSUMPTION OF ALCOHOL OR ILLEGAL SUBSTANCES EITHER BEFORE OR DURING PERFORMANCE OF THE WORK IS CAUSE FOR IMMEDIATE SUSPENSION OF WORK AND TERMINATION OF THIS AGREEMENT.** Contractor shall not allow any person acting by, through or under Contractor to be on the construction site or perform any part of the Work (a) while under the influence of alcohol or any drugs or controlled substances, or (b) if there is (i) any suspicion of alcohol or drug use, possession, or impairment involving such employees, agents, or Subcontractors, or (ii) an incident where drug or alcohol use could have been a contributing factor. Lennar may require Contractor to remove any person that Lennar reasonably suspects is in any way impaired and, in such case, such person may only be considered for return to work after Contractor certifies as a result of a for-cause test, conducted immediately following removal, that person was in compliance with this Agreement. Contractor shall not allow on the job site any person that either refuses to take, or tests positive in, any alcohol or drug test. Lennar may, without prior notice, search or require Contractor to search the person, possessions, and vehicles of any person acting by, through or under Contractor that are on the job site or any premises owned, controlled, or managed by Lennar. Any person who refuses to cooperate with such search will be immediately removed from the premises and not allowed to return. Contractor will comply with all applicable federal, state, and local drug and alcohol related laws and regulations (e.g., Department of Transportation regulations, Department of Defense Drug-Free Workforce Policy, Drug-Free Workplace Act of 1988). Lennar may perform unannounced audits of Contractor's alcohol and drug program to verify that Contractor's policy and its enforcement are acceptable to Lennar. In addition, possession of alcohol, drugs, illicit or unprescribed controlled substances, firearms, explosives, weapons, and hazardous substances or articles is not permitted on the job site or other premises owned, controlled, or managed by Lennar. Lennar does not warrant or represent that Contractor's policy meets the requirements of any applicable law, code, rule or regulation, nor does Lennar warrant that the proper enforcement of Contractor's policy will ensure that no accidents or injuries will occur. In addition, any action taken or not taken by Lennar under this Paragraph shall not diminish or affect (i) any of Contractor's obligations under applicable law or this Agreement, or (ii) Contractor's status as an independent contractor.

4. Contractor and its employees, agents, subcontractors and suppliers shall not speed or otherwise operate their automobiles in a dangerous or offensive manner within the Lennar Community, and shall otherwise comply with all traffic laws, ordinances, rules or regulations. The speed limit within the Lennar Community is 5 MPH.

5. No vehicles may be parked on finished lots, finished driveways, or in garages. No vehicles may be left on the job site overnight.

6. Lennar will provide portable toilet facilities for the use of Contractor's employees. Use of bathroom facilities in model or production homes is prohibited.

7. No eating, drinking or smoking is permitted at any job site at any time. Shoes must be removed prior to entering any carpeted home.

8. Contractor's personnel shall not set tools, machinery, materials, or trash on any countertops, bathtubs, vinyl or ceramic areas.

9. Contractor shall not perform any additional work for any of Lennar's homebuyers or prospective homebuyers without prior written approval from an officer of Lennar at the office address listed in this Agreement. Non-approved work will be removed or replaced at Contractor's expense. Continued violation of this rule may result in the termination of this Agreement.

10. Neither Contractor nor any Subcontractor shall, without specific prior written authorization of Lennar's Regional President, give or receive any commission, fee, rebate, gift, loan or anything else of value to (a) any person or entity, including without limitation any agent or employee of a governmental authority, in connection with or as a result of Contractor's Work provided hereunder, to influence any decision or gain any other advantage for Lennar or Contractor, or (b) any agent or employee of Lennar. Neither Contractor nor any Subcontractor shall, without prior written authorization of Lennar's Regional President, enter into any business arrangement with any agent or employee of Lennar, or any affiliate of any agent or employee of Lennar. No agent or employee of Lennar is authorized to engage in any employment or enter into any contract or agreement that conflicts with Contractor's obligations under this Agreement. Contractor shall immediately notify the Lennar Legal Department in Miami, Florida, if any agent or employee of Lennar requests or suggests that Contractor provide anything of value in violation of this Paragraph, or should Contractor believe or have reason to believe that an agent or employee of Lennar expects to receive, directly or indirectly, anything of value.

SCHEDULE E – COST PLUS A FEE WITH A GUARANTEED MAXIMUM PRICE

The following terms and conditions shall apply only if Lennar and Contractor have agreed that Contractor's Work will be done as a Cost Plus a Fee with a Guaranteed Maximum Price. In such event, Lennar and Contractor agree as follows:

1. The sum of the Cost of the Work (see Section 2 below) plus the Contractor's Fee (see Schedule A) is guaranteed by Contractor to not exceed the Guaranteed Maximum Price ("GMP") set forth in Schedule A, subject to additions or deletions by Change Order executed between Lennar and Contractor. Contractor remains obligated to complete its Work, even if the costs in doing so would be greater than the GMP.

2. The term "Cost of the Work" shall mean costs necessarily incurred by Contractor in the proper performance of the Work, and shall not be higher than the standard paid at the place of the Project. The Cost of the Work shall only include the items set forth in this paragraph 2.

   a. Labor Costs:
      i. Wages of Contractor's workers directly employed at the Project site.
      ii. Wages or salaries of Contractor's supervisory personnel (a) working at the Project site and with Lennar's approval, and (b) when engaged elsewhere in expediting the production of transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.
      iii. Costs paid or incurred by the Contractor for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Section 2.a.i and 2.a.ii above.

   b. Subcontract Cost: Payments made by Contractor to its subcontractors in accordance with the requirements of the subcontracts.

   c. Costs of Materials/Equipment Incorporated Into The Work: Costs, including transportation and storage, of (a) materials or equipment incorporated or to be incorporated into the completion construction, and (b) reasonable waste and spoilage of such materials or equipment. All salvage value shall inure to Lennar's benefit and shall be a deduction from the Cost of the Work.

   d. Costs of Other Materials/Equipment/Temporary Facilities/Related Items
      i. Costs, including transportation and storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers. All salvage value shall inure to Lennar's benefit and shall be a deduction from the Cost of the Work.
      ii. Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers. Rental rates shall be reasonable and subject to Lennar's prior approval.
      iii. Costs of debris removal from site.
      iv. Costs of copying, facsimiles, long-distance telephone calls, postage, and telephone service at the Project site.
      v. Reasonable expenses of Contractor's personnel when traveling in discharge of Contractor's duties under this Agreement.
      vi. Costs of materials or equipment stored offsite and subject to Lennar's prior approval.

   e. Miscellaneous
      i. The portion of insurance and bonds directly attributable to the Work.
      ii. Sales, use or similar taxes imposed by a governmental authority and directly attributable to the Work.
      iii. Fees and assessments for all required building permits, licenses (excluding any Contractor's License) and inspections.
      iv. Laboratory tests (excluding any tests of defective or nonconforming Work).
      v. Royalties and license fees paid for using a design, process or patent that was required by Lennar; the cost of defending suits or claims for patent infringement for such designs, processes or patents; and costs of any settlement or judgment arising from such suit or claim.
      vi. Data processing costs directly related to the Work.
      vii. Other costs incurred in the performance of the Work if approved in writing by Lennar prior to the cost being incurred.
      viii. Costs due to emergencies incurred by Contractor in preventing damage, injury or loss to the Project or persons working at the Project site.

3. The term "Cost of the Work" shall not include the following costs and shall not be reimbursed by Lennar:
   a. Unless otherwise provided in Section 2.a.ii, salaries or other compensation of any personnel stationed at offices other than the Project site.
   b. Costs associated with Contractor's principal office or other offices other than the Project site.
   c. Overhead and general expenses, except as specifically included in Section 2.
   d. Rental costs of machinery or equipment, except as specifically included in Section 2.
   e. Any costs incurred because of the negligence or failure of either Contractor or anyone acting by, through or under Contractor to perform any obligation in this Agreement or as otherwise required by law.
   f. Any costs of any type or nature which would cause the GMP to be exceeded.

4. Applications for Payment.
   a. In addition to other requirements and conditions of payment set forth in this Agreement, Contractor submit with each application for payment documentation which establishes the Cost of the Work incurred by Contractor for the payment period, including without limitation, payroll records, invoices, receipts, checks, vouchers, payment applications from Contractor's subcontractors or suppliers, purchase orders, and other records or documentation.
   b. Each application for payment shall be based on the most recent schedule of values (or such other measurement as is mutually agreed to by Lennar and Contractor) submitted by Contractor pursuant to this Agreement. The schedule of values shall allocate the entire GMP among the various portions of the Work, with Contractor's Fee shown as a separate line item. The schedule of values may be rejected by Lennar if Contractor fails to provide data to substantiate its accuracy. The schedule of values shall be utilized as the basis for payments to Contractor.
   c. Each application for payment shall show the percentage completion of each portion of the Work. Should Lennar reject Contractor's proposed percentage completion, Contractor shall revise its application for payment and resubmit in accordance with Lennar's requirements.
   d. Subject to the other provisions of this Agreement, the amount of each progress payment shall be calculated as follows:
      i. Take that portion of the GMP properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the GMP allocated to that portion of the Work in the approved schedule of values;
      ii. Add that portion of the GMP properly allocable to materials and equipment delivered and properly stored at the Project site for ultimate incorporation into the Work;
      iii. If approved in writing by Lennar, add that portion of the GMP allocable to materials and equipment properly stored off the Project site;
      iv. Add the Contractor's Fee earned to date (based on a percentage of the Cost of the Work incurred to date bears to the GMAX);
      v. Subtract the retainage amount, if any;
      vi. Subtract the total of all previous payments made to Contractor; and
      vii. Subtract amounts for (i) erroneous or unsubstantiated costs identified from early applications for payment, or (ii) other previous payments or portions of payments that should not have been made under the terms of this Agreement.

5. Accounting Records. Contractor shall keep complete and detailed records and documentation to account for all Costs of the Work. Contractor's accounting and control systems shall be to Lennar's satisfaction. Lennar and Lennar's accountants may, at any time, inspect or audit the Contractor's records and documentation, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to Contractor's Work. Contractor shall keep all of the foregoing and make same available for inspection at no cost to Lennar for a period of three (3) years after final payment or such other longer period as is required by law.

Lennar Carolinas, LLC.
Acknowledgement of Independent Contractor Status

The undersigned has contracted on a temporary non-exclusive basis to provide services for the benefit of LENNAR CAROLINAS, LLC. The undersigned acknowledges, agrees and understands that it is an independent contractor and not an employee of LENNAR CAROLINAS, LLC. The undersigned will provide or purchase at its own expense all equipment necessary to perform the required services. The undersigned agrees not to represent to customers of LENNAR CAROLINAS, LLC. that it is an employee of LENNAR CAROLINAS, LLC. LENNAR CAROLINAS, LLC. will not withhold any sums from payments to the undersigned for payment of any state or federal income taxes. The undersigned acknowledges and agrees that it is not entitled to coverage under LENNAR CAROLINAS, LLC.'s Workers' Compensation Insurance policy, and the undersigned acknowledges and agrees to maintain Workers' Compensation Insurance for all its employees. The undersigned agrees that it will be solely responsible and liable for payment of any state or federal income taxes. The undersigned is also solely responsible for any medical or death benefits which it may wish to maintain. In the event that you are uninsured, contractor hereby acknowledges that it is not covered under LENNAR CAROLINAS, LLC.'s general liability insurance.

Signed

Joe Pezzullo
Printed Name

Builders FirstSource-Southeast Group LLC
Company Name

651 Century Circle
Address

Conway, SC 29526
City, State, Zip Code

Social Security Number or Federal ID#

9/20/07
Date

12/29/05

SERVICE COMMITMENT

In order to provide exceptional customer service, Lennar Homes enforces the following rules for service.

- **Be on time for appointments. If delays occur, call and inform the Customer Care Representative to allow them to notify the homeowner and reschedule.**
- **Park on the street, not on the homeowner's driveway.**
- **Remove shoes when performing interior work.**
- **No smoking inside of home.**
- **Have necessary materials and tools to perform needed work.**
- **Clean up any dust, debris, or scraps left by the work.**

Signed

Joe Pezzullo
Printed Name

Builders First Source - Southeast Group LLC
Company Name

Social Security Number or Federal ID#

9/20/07
Date

12/29/05

Scope of Work Contractor
Schedule A to Contractor Base Agreement

General

- Contractor/supplier shall provide a 24-hour emergency service 7 days a week.
- Contractor/supplier shall respond to emergencies within four hours of initial call via phone. All repair work is to be completed within twenty-four hours of the initial call.
- The following job site rules must be adhered to by the contractor/supplier:
  - No vehicles permitted on driveways, flatwork, or in garages.
  - No parking in alleys.
  - No eating, smoking, or loud music inside any home.
  - All trash to be placed in designated area. Area to be kept clean. Homes swept clean.
  - No appliances or toilet facilities are to be used inside the homes.
  - Work is only allowed when the Construction Manager is in the community.

  A fine of $50.00 for the first offense and $100.00 for the second offense will be charged for violation of any of these rules. These fines will be collected by way of back charge from the contractor/supplier's check. Further violations will be subject to further fines and/or dismissal of contractor/supplier.
- No alcoholic or controlled substances in the community. A fine of $100.00 for the first offense will be charged for violation of this rule. This fine will be collected by way of back charge from the contractor/supplier's check. Any further violation of this rule will be subject to dismissal of contractor/supplier.
- It is the responsibility of your company to obey and observe safety regulations as set forth by O.S.H.A. while performing work for Lennar Homes. Any fines levied due to non-compliance of O.S.H.A. regulations by contractor/supplier or contractor/supplier's agents will be the sole responsibility of the contractor/supplier and will be charged back to the contractor/supplier accordingly. Lennar Homes will also impose fines for safety violations. The amount of these fines will vary on the violations and the number of offenses.
- There will be no partial payment for incomplete work.
- Contractor is required to have a current Contractor Base Agreement, Schedule A, Schedule B and Schedule C to the Contractor Base Agreement on file prior to starting any work.

Contractor/Supplier Signature

9/20/07
Date

12/29/05

ADDENDUM "A"
TO SUBCONTRACTOR BASE AGREEMENT
STORM WATER COMPLIANCE

The provisions of this Addendum are hereby incorporated into the Subcontractor Base Agreement dated _____ by and between Lennar Carolinas, LLC. ("Contractor") and Builders First Source - Southeast Group LLC **("Subcontractor").**

Subcontractor shall comply with Contractor's Storm Water Pollution Prevention Plan ("SWPPP"), applicable storm water permit ("Permit"), and Contractor's Storm Water Compliance Guidelines ("Guidelines"). Subcontractor shall implement the Best Management Practices ("BMPs"), set forth in the SWPPP, for any work that it performs on the job site. A copy of the SWPPP, Guidelines and Permit are available at the construction office. Contractor shall be entitled to recover from Subcontractor all fines, fees, expenses and other penalties assessed by any governmental body due to Subcontractor's violation of the Permit or its obligations herein. SUBCONTRACTOR HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS CONTRACTOR FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, ATTORNEYS' FEES, EXPENSES, OR LIAILITIES OF ANY TYPE OR NATURE, INCLUDING WITHOUT LIMITATION, ANY AND ALL FINES OR OTHER PENALTIES, CIVIL OR CRIMINAL, ARISING OUT OF ANY VIOLATION OF THE PERMIT OR ANY OF SUBCONTRACTOR'S OBLIGATIONS HEREIN, CAUSED IN WHOLE OR IN PART, BY THE WRONGFUL ACTS OR OMISSIONS OF SUBCONTRACTOR, OR OTHERWISE CAUSED IN WHOLE OR IN PART BY SUBCONTRACTOR'S FAILURE TO COMPY WITH THE OBLIGATIONS IN THIS PARAGRAPH. Subcontractor acknowledges that failure to adhere to the requirements of the SWPPP, Guidelines or Permit constitutes a material default of its contractual obligations herein, and Contractor may, without prejudice to any other right or remedy, remove Subcontractor from the job site, terminate this Contract, and retain a separate subcontractor to complete Subcontractor's obligations in this contract (the "Completion Subcontractor"). In the event of termination, subcontractor shall be entitled to receive no further monies unless and until the Subcontractor's scope of work is completed by the Completion Subcontractor.

CONTRACTOR: LENNAR CAROLINAS, LLC.	SUBCONTRACTOR: Builders First Source - Southeast Group LLC
By: _____	By: [signature]
Name: _____	Name: Joe Pezzullo
Title: _____	Title: Market Sales Manager
Date: _____	Date: 9/20/07

12/29/04

ADDENDUM "B"
TO SUBCONTRACTOR BASE AGREEMENT
Customer Appreciation Gifts or Events

The provisions of this Addendum are hereby incorporated into the Subcontractor Base Agreement dated _____ by and between Lennar Carolinas, LLC. ("Contractor") and BuildersFirstSource - SouthEast Group LLC **("Subcontractor").**

Because Lennar appreciates the efforts of its subcontractors and their employees, Lennar periodically gives its subcontractors and subcontractors' employees' customary and nominal tokens of its appreciation, such as, without limitation, logo and non-logo apparel, rounds of golf, spa days, meals, materials and other "customer appreciation" gifts or outings. Subcontractor acknowledges and agrees that Lennar's giving such tokens of appreciation to Subcontractor or Subcontractor's employees is customary in the industry and does not constitute an attempt to improperly influence Subcontractor or Subcontractor's employees and does not and will not give rise to any claims for civil or criminal misconduct. Lennar fully understands that as a consequence of accepting and tokens of appreciation from Lennar, Subcontractor or Subcontractor's employees will be under no obligation to Lennar other than those contained in this Subcontract Agreement. In order to ensure that Subcontractor is aware of this practice, Subcontractor expressly agrees that Lennar may, at Lennar's sole discretion, without any obligation on the part of Lennar and without further notice to Subcontractor, provide similar tokens of appreciation to Subcontractor or Subcontractor's employees without the need to obtain additional written or verbal consent from Subcontractor.

CONTRACTOR: LENNAR CAROLINAS, LLC.	SUBCONTRACTOR:
	BuildersFirstSource - SouthEast Group LLC
By: _____	By: [signature]
Name: _____	Name: Joe Pezzullo
Title: _____	Title: Market Sales Manager
Date: _____	Date: 9/20/07

12/29/04

ADDENDUM "D"
TO SUBCONTRACTOR BASE AGREEMENT
No Gifts

The provisions of this Addendum are hereby incorporated into the Subcontractor Base Agreement dated _____ by and between Lennar Carolinas, LLC. ("Contractor") and Builders FirstSource - Southeast Group LLC **("Subcontractor").**

Neither Subcontractor nor any partner, director, employee, or agent of Subcontractor shall, without specific written authorization of Contractor, give or receive from any commission, fee, rebate, gift or loan of significant cost or value to any person or entity in connection with or as a result of Subcontractor's Work provided hereunder (excluding Gifts from Contractor pursuant to Addendum "B" to Subcontractor Base Agreement), including, without limitation, to any officer or employee of any government, department, agency or instrumentality, to influence any decision, or to gain any other advantage for Contractor or Subcontractor. Subcontractor shall not (a) enter into any business arrangement with any partner or employee of Contractor, or any affiliate of same other than one acting in a capacity as a representative of Contractor or such affiliate in accordance with this Agreement and with the prior written approval of Contractor or (b) engage in any employment or enter into any contract or agreement that conflicts with Subcontractor's obligations under this Agreement. In the event of a violation of this Addendum "D" to Subcontractor Base Agreement, Subcontractor shall pay to Contractor any and all amounts received by Subcontractor or any other individual or entity described above, however, such payment shall not limit, or operate as a waiver of, any other legal or equitable rights which Contractor may have against Subcontractor at law, in equity, or under this Agreement. Due to the nature of this transaction and the potential exposure to various forms of fines, penalties, sanctions and other damages to Contractor's business and reputation, all of which are, at the date of executing this Agreement, impractical and extremely difficult to ascertain in advance, Contractor and Subcontractor agree that if Contractor terminates this Agreement due to the breach of this Addendum "D" to Subcontractor Base Agreement, then, as the a monetary remedy for such breach and at Contractor's election and, as liquidated damages and not as a penalty, Subcontractor agrees that Subcontractor shall not be paid any amounts billed but unpaid for Subcontractor's compensation for Work completed prior to the Termination Date. This provision shall not be construed as a waiver of Contractor's right to obtain temporary or permanent injunctive relief for any breach or threatened breach by Subcontractor of this Subcontractor Base Agreement. In addition to the remedies available under Addendum "D" to Subcontractor Base Agreement, and at Contractor's election, Contractor shall also be entitled to all available remedies in law or in equity for breach of this Subcontractor Base Agreement, including, but not limited to rescission, actual and/or consequential damages.

CONTRACTOR: LENNAR CAROLINAS, LLC.	SUBCONTRACTOR: Builders FirstSource - Southeast Group LLC
By: _____	By: [signature]
Name: _____	Name: Joe Pezzullo
Title: _____	Title: Market Sales Manager
Date: _____	Date: 9/20/07

ADDENDUM "E"
TO SUBCONTRACTOR BASE AGREEMENT
Immigration

The provisions of this Addendum are hereby incorporated into the Subcontractor Base Agreement dated _____ by and between Lennar Carolinas, LLC. ("Contractor") and Builders First Source - Southeast Group LLC **("Subcontractor").**

Subcontractor specifically warrants and agrees it (i) shall not knowingly hire or continue to employ aliens not authorized to work in the United Sates, (ii) has and shall continue to verify the employment documentation specified in the Immigration Act, and (iii) has and shall properly complete and retain the Immigration and Naturalization Service's Form I-9 for all its employees covered by the Immigration Act. Subcontractor agrees to defend, indemnify and hold Contractor free and harmless from and against any claims or charges asserted or filed against and any judgments, fines, penalties and assessments entered against Contractor arising from or as the result of the employment or engagement of any person inconsistent with the forgoing promises or the laws of the United States. In addition, should Subcontractor fail to comply with this Addendum, Contractor shall have the right to rescind this Agreement and/or declare Subcontractor in default under this Agreement and as a result Contractor will be entitled to all direct, indirect, consequential, impact, or other costs, expenses, or damages, included but not limited to costs, loss of organization, lost profits, or attorneys' fees arising out of or as a result of Subcontractor's breach of this Section. Furthermore, at Contractor's sole discretion and as a monetary remedy for such breach, Contractor may, as liquidated damages and not as a penalty, withhold all or any portion of payments owed to Subcontractor for any work completed but unpaid prior to Subcontractor's breach.

CONTRACTOR: LENNAR CAROLINAS, LLC.	SUBCONTRACTOR: Builders First Source - Southeast Group LLC
By: _____	By: [signature]
Name: _____	Name: Joe Pezzullo
Title: _____	Title: Market Sales Manager
Date: _____	Date: 9/20/07

Initials: _____ _____
Trade Partner Lennar

LENNAR®

Schedule A
Scope of Work for
WINDOW AND DOOR INSTALLATION

Subcontractor or supplier, (hereinafter referred to as trade partner), will adhere to all City, County, State and Federal building codes, regulations, and licensing in all areas work is to be performed as it pertains to trade partner's classification. Trade partner is required to follow and comply with all OSHA requirements.

The scope of work specifically includes but is not limited to the following items of work. All of the following, unless noted otherwise, includes labor, materials and all applicable taxes.

Trade partner is required to provide an itemized material take-off; therefore, any items necessary to complete the work, but not shown nor implied on the drawings or in the specifications, but necessary to complete the systems depicted in order to meet all codes, shall be included in this contract. Included with this contract is all work shown on the Plans and Specifications as listed in the Community Product Specification Sheets. This Schedule A will become part of the contract if awarded. Scope of Work under this contract includes, but is not necessarily limited to the following:

GENERAL REQUIREMENTS

1. Trade partner will provide any documents required to comply with OSHA Material Safety Data Sheets, (MSDS) relating to any materials used on the job site.
2. Trade partner agrees that he is acquainted with and will instruct his employees on the Construction Safety Requirements of the Occupational Safety and Health Act of 1970 and all current requirements pertaining to OSHA will be adhered as it pertains to trade partner's classification. Trade partner is required to furnish Lennar Carolinas, LLC with a written copy of trade partner's safety program. Further, he agrees that his employees or trade partners will comply with the provisions of these acts and that he will be financially liable for any fines imposed on Lennar for violations of these provisions on account of unsafe acts by his employees. The same conditions will apply to work sublet by the said trade partner, its agents, and material men.
3. Comply with Lennar standards outlined herein, manufacturers and industry standards as it applies to installation and finishing specifications. In the event of a conflict, the most stringent standards will control.
4. All work will be performed in accordance to Lennar Carolinas, LLC plans, specifications, design standards and home releases. No changes will be allowed without written consent and signed authorization from a Lennar Superintendent on a Lennar Change Order or Purchase Order.
5. **No work will be performed over previous trade partner work that is of inferior quality, incorrectly built or at a variance to Lennar Carolinas, LLC plans.** Immediately notify a Lennar Superintendent of any such occurrences.
6. Supply all tools, materials, labor, and equipment as required to perform related work. Trade partner shall supply all equipment (i.e. forklifts, cranes, ladders, scaffolding), if required, for this trade partner's portions of work only; temporary power and cords from site panels, all power and hand tools as required, compressors, etc., including generators as needed.
7. **The trade partner understands and agrees that work must be completed per Lennar Carolinas, LLC schedule.** No substitution of materials shall be allowed. Trade partner is required to contact the Lennar Superintendent and Lennar Carolinas, LLC purchasing department immediately if any delay and/or product should become unavailable.
8. All materials shall be new materials of guaranteed quality. **Trade partner is required to provide all fasteners (nails, staples, button caps, etc) required to assemble the materials in accordance to the best practices of industry standards and adhere to all local, national codes, and/or governing codes and requirements.**
9. The trade partner agrees to provide competent supervision at all times. The trade partner will check the quality and quantities of materials and quality of workmanship. **The trade partner shall ensure that the work environment is kept clean and free from hazards. Excess materials from each house shall be removed from the site, stored at a Lennar approved location, or stacked neatly in garage.**
10. The house must pass all inspections pertaining to the installation provided by trade partner to turn in retainer. **Any corrections required by inspectors will be at the expense of the trade partner. Any items found during the final inspection that need correction shall be corrected before payment is made.**
11. Trade partner will be required to repair any damages to his work not of his doing and will be paid at a fair and predetermined rate.
12. Trade partner will be required to repair any deficiencies or inferior quality work at his own expense. **Trade partner will be required to pay for any damages to existing work if it is determined that said trade partner and/or his employees were the cause of such damage.**
13. Warrant materials and labor according to Lennar Carolinas, LLC specifications.
14. Lennar Carolinas, LLC reserves the right to modify the specifications at any time. In the event that this occurs, the trade partner will be notified prior to said change.

Initials: _____ _____
Trade Partner Lennar

15. Grades, swales, cuts and any and all movement or placement of soils will conform to subdivision grading map and or as instructed or directed by governing engineer or engineer's inspector to establish correct drainage.
16. Protect the streets curb and gutters from any damages. Track loaders or any equipment utilizing tracks for mobilization shall not be placed, unloaded or moved on any streets or asphalt.
17. Lennar Superintendent will be contacted prior to commencement of work to inform of any utility damages. If Lennar Carolinas, LLC is not informed, trade partner could be liable for any damages.
18. Trade partner is responsible for contacting utility companies or utility locating company prior to commencement of work.
19. Trade partner is responsible to determine locations of all other subsurface utility lines and meters, which may be present on homesite. Any damage done by the trade partner will be the responsibility of the partner.
20. Unless noted otherwise, all work to be performed will be based on a per unit basis, according to the subdivision specific conditions.
21. No materials will be stockpiled in the street. Materials delivered or dropped in the street will be moved immediately.
22. All streets and flatwork will be broom-swept by trade partner responsible for mud, or other surface staining caused by their vehicle and/or equipment. If streets and flatwork are heavily stained or soiled, trade partner will responsible for the cost incurred by Lennar Carolinas, LLC for a wash truck and/or pressure washing of the surface areas at the Lennar Superintendent's discretion. The back-charge for stained/soiled areas caused by the trade partner will be $300.00 per incident.
23. Upon completion of work, trade partner is responsible for leaving home clean (broom-swept). If home is not left broom-swept, a $100.00 fee will be back-charged to trade partner.
24. NO SMOKING ON THE JOBSITES.

General: All windows and doors shall be installed per the specifications furnished by the manufacturer chosen by Lennar Carolinas, LLC, and shall be installed per plan.

The furnishing and installing of windows and doors shall be considered a turnkey job and the trade partner is responsible for furnishing the correct size, type, and grade of windows and doors, in addition to shim, caulk, tape etc. All installations shall be the responsibility of the trade partner.

SPECIFIC REQUIREMENTS

1. Purchase orders will be received by the trade partner via Supply Pro.
2. A new set of plans is required for each home. Plans are subject to changes and modifications. It is the responsibility of the trade partner to have the new plans before beginning work. Plans should be picked up at the job trailer from the Lennar Superintendent. If a discrepancy is found between any sheets, contact the Lennar Superintendent immediately. The trade partner at no cost to Lennar Carolinas, LLC will correct any errors that occur from using an incorrect set of plans.
3. Windows and doors shall be installed per plan and per the manufacturer's instructions with galvanized nails/screws.
4. If any framed opening is not correctly sized, or is out of square or not level, and the trade partner cannot easily correct the problem, the Lennar Superintendent should be immediately notified.
5. All windows and doors shall be installed so that they are centered, plumb, and leveled in the framed opening, and meets the satisfaction of the Lennar Superintendent.
6. All windows and doors shall operate smoothly and correctly.
7. Exterior door warpage of more than 1/4 inch measured diagonally from corner to corner is unacceptable.
8. Weather-stripping, insulation, and waterproofing shall be installed per the manufacturer's requirements. Air leakage and visible daylight is unacceptable, and trade partner will be responsible for any corrections that need to be made.
9. Screens shall be installed on windows and any doors requiring screens prior to the homeowner's walk-through (if applicable).
10. Any items found during the final inspection that need correction shall be corrected before payment will be made.
11. Tempered glass, when required, shall be per local building codes and tempered marked clearly on all windows.
12. Trade partner shall be responsible for all breakage and damage prior to acceptance of windows and sliding glass doors delivery to the Lennar Superintendent.
13. All sliding glass doors, sills, and windows are to be properly caulked, flashed, taped, and free from leaks. Refer to Lennar Carolinas, LLC Flashing Scope for specifications on flashing.
14. All materials workmanship and method of installation shall pass any and all governing codes and/or agencies having jurisdiction over the same. Before ordering materials, verify model and production requirements from homesite specific plans, and bring any variations to the attention of the Lennar Superintendent. If this is not done, the trade partner shall remedy his work to conform to models and/or production unit as directed at no extra cost.
15. All windows shall have weep holes installed per manufacturer written information.
16. The trade partner is to deliver windows to the specified address and stack and secure them in the garage in a manner minimizing the possibility of wind damage. If possible, the trade partner

Initials: _____ _____
Trade Partner Lennar

should try to deliver and install on the same day. If not, then next day. Trade partner shall be responsible for any theft or damage prior to installation.

17. The trade partner is to provide Lennar Carolinas, LLC upon request, laboratory test date and engineering specifications for the product. Written manufacturer warranties will also be provided.
18. The trade partner will supply and install replacement glass as needed in a timely manner. Trade partner will provide glass and sash replacement under manufacturer warranties for the product.
19. At the request of Lennar Carolinas, LLC, the trade partner shall hold screens until a later date. The Lennar Superintendent will schedule installation of these items, service, adjust, lubricate, and replace broken parts on all windows, as well as frame touch-up. With the exception of replacement parts, these services will be provided at no additional charge to Lennar Carolinas, LLC.
20. The trade partner will pick up and return extra windows as scheduled by the Lennar Superintendent. The trade partner agrees too provide Lennar Carolinas, LLC with full credit for stock operable or fixed windows. Special window sizes will be dealt with on a case-by-case basis with regard to return for credit. A stock window is defined as a common sized window or any window used on a repetitive plan where there is reasonable probability of use of that window.
21. Trade partner will furnish to Lennar Carolinas, LLC all rough opening dimensions for the work.

CLEAN UP

1. Keep all debris off sidewalks and driveways.
2. Home to be left broom clean upon completion.
3. All homes will be swept clean and hazard free before leaving daily.

WARRANTY SERVICE

1. Lennar Carolinas, LLC places high importance on warranty service.
2. Trade partner will provide phone number and contact response for emergency service.
3. Emergency service response and completion to these requests will not exceed 72 hours after notification.
4. Trade partner agrees to one (1) year material and labor warranty, from date of closing on the home. This warranty includes but is not limited to: defect in workmanship, improper installation, and/or defective new materials supplied by trade partner to fasten or assemble materials provided by Lennar Carolinas, LLC.
5. If trade partner performs work over previous trade partner work that is of inferior quality, incorrectly built, or at a variance to Lennar Carolinas, LLC plans; trade partner that worked over the inferiority/incorrectly built/variance, will be financially liable for costs incurred to correct and reinstall all material and labor specific to his original installation.
6. Trade partner shall be responsible for all customer service/walk through items pertaining to this contract. Failure to comply with customer service or walk through request within (3) days of notification will result in Lennar Carolinas, LLC, finishing the work and back-charging the costs to trade partner. The trade partner shall have 24 hours (in an emergency) and 3 days (in a non-emergency) in which to correct any Warranty problem. If the problem is not corrected within 3 days then Lennar Carolinas, LLC shall correct the problem and will back-charge the trade partner at the rate of $25.00 per hour, with a minimum charge of $100.00 plus the cost of any materials.

Trade partner shall remain responsible for daily clean up and removal of debris and trash from his respective work area to a designated area by the Project Manager. If for any reason trade partner fails to perform daily clean up, contractor may elect to perform necessary clean up and deduct sufficient monies to cover the cost from monies due the trade partner.

Prior to commencement of work on site, trade partner shall submit to contractor a Certificate of Insurance demonstrating coverage for Workman's Compensation and General Liability as required by Lennar Carolinas, LLC.

The scope of work defined above shall be considered as an integral part of the subcontract agreement referenced to above. Lennar Carolinas, LLC reserves the right to modify and/or amend the above scope of work anytime. Any changes to the scope of work must be approved in writing (adjusting purchase order) prior to work being performed.

This Scope of Work executed this _____ day of _____, 20_____

Trade Partner: Builders First Source - Southeast Group LLC 843-347-7866
Company Name **Phone Number**

651 - Century Circle, Conway SC 29526
Address

Initials: _____ _____
Trade Partner Lennar

Conway, SC 29526
City, State, and Zip Code

By: Joe Petrullo Market Sales Manager
Print Name Title

Signature

Contractor: Lennar Carolinas, LLC

By: _____
Title

Initials: _____ _____
Trade Partner Lennar

LENNAR®

Schedule A
Scope of Work for
WINDOW AND DOOR INSTALLATION

Subcontractor or supplier, (hereinafter referred to as trade partner), will adhere to all City, County, State and Federal building codes, regulations, and licensing in all areas work is to be performed as it pertains to trade partner's classification. Trade partner is required to follow and comply with all OSHA requirements.

The scope of work specifically includes but is not limited to the following items of work. All of the following, unless noted otherwise, includes labor, materials and all applicable taxes.

Trade partner is required to provide an itemized material take-off; therefore, any items necessary to complete the work, but not shown nor implied on the drawings or in the specifications, but necessary to complete the systems depicted in order to meet all codes, shall be included in this contract. Included with this contract is all work shown on the Plans and Specifications as listed in the Community Product Specification Sheets. This Schedule A will become part of the contract if awarded. Scope of Work under this contract includes, but is not necessarily limited to the following:

GENERAL REQUIREMENTS

1. Trade partner will provide any documents required to comply with OSHA Material Safety Data Sheets, (MSDS) relating to any materials used on the job site.
2. Trade partner agrees that he is acquainted with and will instruct his employees on the Construction Safety Requirements of the Occupational Safety and Health Act of 1970 and all current requirements pertaining to OSHA will be adhered as it pertains to trade partner's classification. Trade partner is required to furnish Lennar Carolinas, LLC with a written copy of trade partner's safety program. Further, he agrees that his employees or trade partners will comply with the provisions of these acts and that he will be financially liable for any fines imposed on Lennar for violations of these provisions on account of unsafe acts by his employees. The same conditions will apply to work sublet by the said trade partner, its agents, and material men.
3. Comply with Lennar standards outlined herein, manufacturers and industry standards as it applies to installation and finishing specifications. In the event of a conflict, the most stringent standards will control.
4. All work will be performed in accordance to Lennar Carolinas, LLC plans, specifications, design standards and home releases. No changes will be allowed without written consent and signed authorization from a Lennar Superintendent on a Lennar Change Order or Purchase Order.
5. **No work will be performed over previous trade partner work that is of inferior quality, incorrectly built or at a variance to Lennar Carolinas, LLC plans.** Immediately notify a Lennar Superintendent of any such occurrences.
6. Supply all tools, materials, labor, and equipment as required to perform related work. Trade partner shall supply all equipment (i.e. forklifts, cranes, ladders, scaffolding), if required, for this trade partner's portions of work only; temporary power and cords from site panels, all power and hand tools as required, compressors, etc., including generators as needed.
7. **The trade partner understands and agrees that work must be completed per Lennar Carolinas, LLC schedule.** No substitution of materials shall be allowed. Trade partner is required to contact the Lennar Superintendent and Lennar Carolinas, LLC purchasing department immediately if any delay and/or product should become unavailable.
8. All materials shall be new materials of guaranteed quality. **Trade partner is required to provide all fasteners (nails, staples, button caps, etc) required to assemble the materials in accordance to the best practices of industry standards and adhere to all local, national codes, and/or governing codes and requirements.**
9. The trade partner agrees to provide competent supervision at all times. The trade partner will check the quality and quantities of materials and quality of workmanship. **The trade partner shall ensure that the work environment is kept clean and free from hazards. Excess materials from each house shall be removed from the site, stored at a Lennar approved location, or stacked neatly in garage.**
10. The house must pass all inspections pertaining to the installation provided by trade partner to turn in retainer. **Any corrections required by inspectors will be at the expense of the trade partner. Any items found during the final inspection that need correction shall be corrected before payment is made.**
11. Trade partner will be required to repair any damages to his work not of his doing and will be paid at a fair and predetermined rate.
12. Trade partner will be required to repair any deficiencies or inferior quality work at his own expense. **Trade partner will be required to pay for any damages to existing work if it is determined that said trade partner and/or his employees were the cause of such damage.**
13. Warrant materials and labor according to Lennar Carolinas, LLC specifications.
14. Lennar Carolinas, LLC reserves the right to modify the specifications at any time. In the event that this occurs, the trade partner will be notified prior to said change.

15. Grades, swales, cuts and any and all movement or placement of soils will conform to subdivision grading map and or as instructed or directed by governing engineer or engineer's inspector to establish correct drainage.
16. Protect the streets curb and gutters from any damages. Track loaders or any equipment utilizing tracks for mobilization shall not be placed, unloaded or moved on any streets or asphalt.
17. Lennar Superintendent will be contacted prior to commencement of work to inform of any utility damages. If Lennar Carolinas, LLC is not informed, trade partner could be liable for any damages.
18. Trade partner is responsible for contacting utility companies or utility locating company prior to commencement of work.
19. Trade partner is responsible to determine locations of all other subsurface utility lines and meters, which may be present on homesite. Any damage done by the trade partner will be the responsibility of the partner.
20. Unless noted otherwise, all work to be performed will be based on a per unit basis, according to the subdivision specific conditions.
21. No materials will be stockpiled in the street. Materials delivered or dropped in the street will be moved immediately.
22. All streets and flatwork will be broom-swept by trade partner responsible for mud, or other surface staining caused by their vehicle and/or equipment. If streets and flatwork are heavily stained or soiled, trade partner will responsible for the cost incurred by Lennar Carolinas, LLC for a wash truck and/or pressure washing of the surface areas at the Lennar Superintendent's discretion. The back-charge for stained/soiled areas caused by the trade partner will be $300.00 per incident.
23. Upon completion of work, trade partner is responsible for leaving home clean (broom-swept). If home is not left broom-swept, a $100.00 fee will be back-charged to trade partner.
24. NO SMOKING ON THE JOBSITES.

General; All windows and doors shall be installed per the specifications furnished by the manufacturer chosen by Lennar Carolinas, LLC, and shall be installed per plan.

The furnishing and installing of windows and doors shall be considered a turnkey job and the trade partner is responsible for furnishing the correct size, type, and grade of windows and doors, in addition to shim, caulk, tape etc. All installations shall be the responsibility of the trade partner.

SPECIFIC REQUIREMENTS

1. Purchase orders will be received by the trade partner via Supply Pro.
2. A new set of plans is required for each home. Plans are subject to changes and modifications. It is the responsibility of the trade partner to have the new plans before beginning work. Plans should be picked up at the job trailer from the Lennar Superintendent. If a discrepancy is found between any sheets, contact the Lennar Superintendent immediately. The trade partner at no cost to Lennar Carolinas, LLC will correct any errors that occur from using an incorrect set of plans.
3. Windows and doors shall be installed per plan and per the manufacturer's instructions with galvanized nails/screws.
4. If any framed opening is not correctly sized, or is out of square or not level, and the trade partner cannot easily correct the problem, the Lennar Superintendent should be immediately notified.
5. All windows and doors shall be installed so that they are centered, plumb, and leveled in the framed opening, and meets the satisfaction of the Lennar Superintendent.
6. All windows and doors shall operate smoothly and correctly.
7. Exterior door warpage of more than 1/4 inch measured diagonally from corner to corner is unacceptable.
8. Weather-stripping, insulation, and waterproofing shall be installed per the manufacturer's requirements. Air leakage and visible daylight is unacceptable, and trade partner will be responsible for any corrections that need to be made.
9. Screens shall be installed on windows and any doors requiring screens prior to the homeowner's walk-through (if applicable).
10. Any items found during the final inspection that need correction shall be corrected before payment will be made.
11. Tempered glass, when required, shall be per local building codes and tempered marked clearly on all windows.
12. Trade partner shall be responsible for all breakage and damage prior to acceptance of windows and sliding glass doors delivery to the Lennar Superintendent.
13. All sliding glass doors, sills, and windows are to be properly caulked, flashed, taped, and free from leaks. Refer to Lennar Carolinas, LLC Flashing Scope for specifications on flashing.
14. All materials workmanship and method of installation shall pass any and all governing codes and/or agencies having jurisdiction over the same. Before ordering materials, verify model and production requirements from homesite specific plans, and bring any variations to the attention of the Lennar Superintendent. If this is not done, the trade partner shall remedy his work to conform to models and/or production unit as directed at no extra cost.
15. All windows shall have weep holes installed per manufacturer written information.
16. The trade partner is to deliver windows to the specified address and stack and secure them in the garage in a manner minimizing the possibility of wind damage. If possible, the trade partner

should try to deliver and install on the same day. If not, then next day. Trade partner shall be responsible for any theft or damage prior to installation.

17. The trade partner is to provide Lennar Carolinas, LLC upon request, laboratory test date and engineering specifications for the product. Written manufacturer warranties will also be provided.
18. The trade partner will supply and install replacement glass as needed in a timely manner. Trade partner will provide glass and sash replacement under manufacturer warranties for the product.
19. At the request of Lennar Carolinas, LLC, the trade partner shall hold screens until a later date. The Lennar Superintendent will schedule installation of these items, service, adjust, lubricate, and replace broken parts on all windows, as well as frame touch-up. With the exception of replacement parts, these services will be provided at no additional charge to Lennar Carolinas, LLC.
20. The trade partner will pick up and return extra windows as scheduled by the Lennar Superintendent. The trade partner agrees too provide Lennar Carolinas, LLC with full credit for stock operable or fixed windows. Special window sizes will be dealt with on a case-by-case basis with regard to return for credit. A stock window is defined as a common sized window or any window used on a repetitive plan where there is reasonable probability of use of that window.
21. Trade partner will furnish to Lennar Carolinas, LLC all rough opening dimensions for the work.

CLEAN UP

1. Keep all debris off sidewalks and driveways.
2. Home to be left broom clean upon completion.
3. All homes will be swept clean and hazard free before leaving daily.

WARRANTY SERVICE

1. Lennar Carolinas, LLC places high importance on warranty service.
2. Trade partner will provide phone number and contact response for emergency service.
3. Emergency service response and completion to these requests will not exceed 72 hours after notification.
4. Trade partner agrees to one (1) year material and labor warranty, from date of closing on the home. This warranty includes but is not limited to: defect in workmanship, improper installation, and/or defective new materials supplied by trade partner to fasten or assemble materials provided by Lennar Carolinas, LLC.
5. If trade partner performs work over previous trade partner work that is of inferior quality, incorrectly built, or at a variance to Lennar Carolinas, LLC plans; trade partner that worked over the inferiority/incorrectly built/variance, will be financially liable for costs incurred to correct and reinstall all material and labor specific to his original installation.
6. Trade partner shall be responsible for all customer service/walk through items pertaining to this contract. Failure to comply with customer service or walk through request within (3) days of notification will result in Lennar Carolinas, LLC, finishing the work and back-charging the costs to trade partner. The trade partner shall have 24 hours (in an emergency) and 3 days (in a non-emergency) in which to correct any Warranty problem. If the problem is not corrected within 3 days then Lennar Carolinas, LLC shall correct the problem and will back-charge the trade partner at the rate of $25.00 per hour, with a minimum charge of $100.00 plus the cost of any materials.

Trade partner shall remain responsible for daily clean up and removal of debris and trash from his respective work area to a designated area by the Project Manager. If for any reason trade partner fails to perform daily clean up, contractor may elect to perform necessary clean up and deduct sufficient monies to cover the cost from monies due the trade partner.

Prior to commencement of work on site, trade partner shall submit to contractor a Certificate of Insurance demonstrating coverage for Workman's Compensation and General Liability as required by Lennar Carolinas, LLC.

The scope of work defined above shall be considered as an integral part of the subcontract agreement referenced to above. Lennar Carolinas, LLC reserves the right to modify and/or amend the above scope of work anytime. Any changes to the scope of work must be approved in writing (adjusting purchase order) prior to work being performed.

This Scope of Work executed this _____ **day of** _____, 20_____

Trade Partner: Builders First Source - Southeast Group LLC 843-347-7866
Company Name **Phone Number**

651 - Century Circle, Conway SC 29526
Address

Initials: _____ _____
Trade Partner Lennar

Conway, SC 29526
City, State, and Zip Code

By: Joe Pezzullo Market Sales Manager
Print Name Title

Signature

Contractor: Lennar Carolinas, LLC

By: _____
Title

LENNAR

Quality. Value. Integrity.

No Purchase Order/No Pay Policy

I have read and understand the requirements set forth in the General Requirements for all contractors on Lennar jobsites regarding variance purchase orders (UA) (Section F, Paragraph 13).

I understand that any work which may be performed without a variance purchase order (UA) will not be paid.

Signature of Representative

Robert O. Lanier

Name (Please Print)

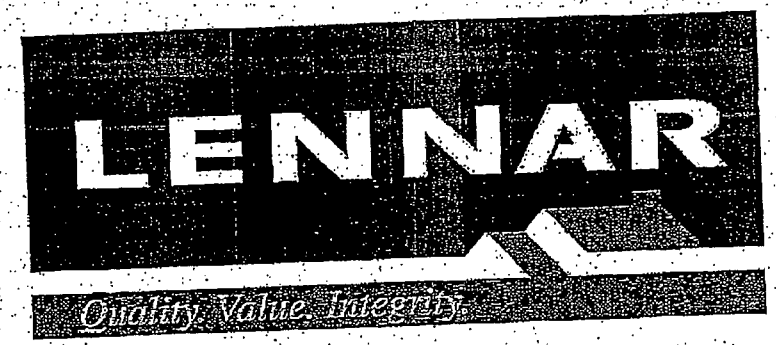
Builders First Source - Southeast Group LLC

Company Name

3-27-06

Date

Lennar Myrtle Beach • 950 48th Avenue N, Suite 102, Myrtle Beach, South Carolina 29577
Telephone: 843-839-3822 • Fax: 843-839-3826 • www.lennar.com



Charleston/Myrtle Beach Region

Performance Requirements and Scope of Work for:

General Requirements

FOR ALL CONTRACTORS ON LENNAR JOBSITES

The following performance requirements are expected of all contractors, suppliers, and their employees and representatives, in addition to performing designated tasks as described in the Lennar Scope of Work:

A. MINIMUM PERFORMANCE STANDARDS

All tasks are to be performed in accordance with the attached specific Lennar Charleston/Myrtle Beach Region Scopes of Work which outlines agreed upon lead times for scheduling, the number of days allotted for each task, as well as specific requirements of Lennar. Additionally, all work performed on Lennar jobsites shall be in strict accordance with the following:

1. Lennar Quality Standards.
2. Manufacturer printed specifications: Failure to install materials according to manufacturer specifications shall void all manufacturer's warranties and Contractor will then bear the sole responsibility of honoring that warranty, in addition to all costs incurred to make necessary repairs or replacement of such items.
3. Industry Standards: Contractor shall meet or exceed all industry standards for single family residential construction.
4. All applicable Building Codes: Includes, but not limited to the 1997 UBC (Uniform Building Code), FHA, VA, IRC 2000, and all municipal requirements.
5. OSHA: Contractor shall recognize and comply with all requirements of the Occupational Safety and Health Standards for the Construction Industry (29 CFR PART. 1926), with amendments as of August 1, 1991 including 29 CFR PART 1910 General Industry Safety and Health Standards Applicable to Construction, and such other requirements as may be outlined in the Occupational Safety and Health Act of 1970.

6. Lennar Safety Program: Contractor shall comply with all requirements of Lennar written Safety Program. This publication is available for review in all Lennar construction offices.

7. Lennar Architectural Plans: Includes all detailed specifications.

8. Engineered Plans, Plot Plans: Includes all detailed specifications.

9. Lennar Job Assignments/Color Selections: Contractor will verify all options with Builder prior to starting job.

10. Lennar P. O. (Purchase Order): Contractor will verify correctness of all Purchase Orders and check against Job Assignments/Color Selections upon receipt.

11. Contractor will check material packages for proper material and amount of material prior to start of job and notify Builder of any shortages or extra materials.

B. QUALITY CONTROL

1. Contractor shall designate a full-time foreman/supervisor who will be responsible for constantly monitoring the work of Contractor's crews.

2. All work shall be inspected, completed, and correct installation shall be verified by Contractor's designated supervisor prior to requesting payment.

3. Contractor shall correct any non-conformance within 48 hours, keeping with the construction schedule. However, all city inspection red tag items will be completed with associated fees paid within 24 hours of the inspection.

4. Contractor performance will be evaluated at each Q.I. inspection and will effect Contractor's ability to earn additional work.

C. SAFETY AND HEALTH REQUIREMENTS

Contractor will recognize and be in strict compliance with the following safety and health policies:

1. Contractor shall ensure that all representatives and employees are equipped suitably for the performance of their tasks. Each shall have suitable footwear, hardhats, hearing and eye protection where appropriate. Anyone operating a saw will be wearing proper eye protection. Anyone handling or applying chemicals will have proper respirator masks and gloves required for the type of chemicals being handled or applied.

2. Contractor will provide an acceptable (by OSHA standards) first aid kit on the jobsite, the location of which is known by all representatives and employees. Extra protective and first aid systems necessary and specific to individual trades shall be the sole responsibility of the contractor performing that individual trade.

3. Contractors performing work on Lennar jobsites shall be responsible for providing Material Safety Data Sheets (MSDS) for all hazardous materials that the contractor introduces to or uses on Lennar jobsites. Those Material Safety Data Sheets are to be provided at the time of contract.

4. Contractor will not store hazardous materials on Lennar jobsites beyond the time frame of the performance of their trade. All hazardous materials on Lennar jobsites will be properly labeled. All labels shall list the contents of the container and appropriate hazard warnings. Labels must be in English to comply with OSHA requirements.

5. Contractor will be familiar with and adhere to the requirements of the multi-employer citation policy of the Occupational Safety & Health Administration.

6. Contractor must furnish all ladders and scaffolding. The use of job-built ladders and scaffolding is not permitted and will result in a minimum $100 fine per occurrence. In addition, any ladders or scaffolding that have not been approved by OSHA, or that have otherwise been altered or damaged beyond their original condition and intent of use will not be tolerated on any Lennar jobsite.

7. The use of safety rails will be required for all lofts, stairways, platforms, and all other otherwise unprotected raised areas: surface areas over 6 feet high and scaffolding over 10 feet high.

8. Contractor shall be responsible for ensuring that all representatives and employees are suitably trained to perform their specific trade. Each worker must have proper licenses and/or certifications necessary to operate motor vehicles, equipment, and machinery and to perform tasks and will provide proof of those licenses and/or certifications to employees of Lennar.

9. Periodically, employees are required to perform non-routine tasks. Prior to starting work on such projects, each of the affected representatives and employees will be informed by Contractor about the hazards to which they may be exposed and take appropriate protective and safety measures.

10. When the use of heavy equipment, machinery, or vehicles is necessary to the performance of the Contractor's job, Contractor shall be responsible for and shall take all necessary safety precautions, including the inspection of soil conditions for stability and the use of ground guides for direction and protection.

11. When the presence of construction debris can be expected to present a potential hazard to workers, it shall be Contractor's responsibility to remove that debris.

D. SITE CONDITIONS

Job site appearance is critical to achieving 100% Customer Satisfaction and ensuring future sales. Cleanliness is perceived as QUALITY. Contractors will be responsible for ensuring that the following requirements are adhered to:

1. STREETS: Contractor will keep streets clean of any dirt, mud, nails, scraps, trash, etc. at all times.

2. BUILDER SIGNS: Contractor will ensure that all signs are left clean, undamaged, and in the proper location. Any sign damaged by Contractor's representatives or employees will be replaced at Contractor's expense ($50 each).

3. TRASH BINS: Builder will provide trash bins for each home, to be located midway between the city sidewalk and the house on the side opposite the garage. If the trash bin is not present when Contractor arrives at the homesite, notify the Builder. Contractor shall clean up the interior of the home and exterior yard area daily, placing all construction debris, scraps, and food trash in designated trash bin. No trash shall be left inside the home or garage, and if Contractor has to move the trash bin for any reason to complete his or her work, they must set it back in its original location. No paint, chemicals, or hazardous materials may be placed in the trash bin at any time.

4. BROOM SWEEPING: All homes shall be swept upon completion of each workday or upon completion of the designated task, whichever comes first. Homes are to be left in a broom clean condition at all times, and all materials picked up at the end of each day if task requires more than one day to complete.

5. EXTRA MATERIAL: All extra materials are to be stacked neatly for pickup in the garage. No material will be moved from one job location to another without the Builder's knowledge and consent. No material shall be taken for personal use.

6. STORAGE OF MATERIALS: Materials and equipment will only be stored on Lennar jobsites for the duration of the performance of their individual tasks. They will then be disposed of or completely removed. Lennar will not be responsible for any materials or equipment stored or left on Lennar jobsites.

7. SITE DAMAGE: Any damage caused to either the structure or the site shall be the liability of the contractor causing that damage. Jobsites are to be inspected by Contractor prior to commencing work and again upon completion. Damage not reported to the Builder prior to commencing work shall be the liability of the contractor performing work that day.

8. ELECTRICITY: Lennar shall make every effort to provide electricity to each house under construction. In the event, however, electricity is not available at the time when Contractor is scheduled to perform tasks as described in the applicable Scope of Work, it shall be Contractor's sole responsibility to provide a generator (at Contractor's expense) unless otherwise specified.

9. EROSION CONTROL: Contractor shall immediately repair or replace any erosion control devices or materials that are damaged or removed during their phase of construction.

10. PORT-O-LETS: Builder will provide a minimum of one Port-o-let for each 10 homes, cleaned weekly. Under no circumstances will Contractor's representatives or employees be allowed to use toilets, tubs or shower pans inside of home. A minimum $250 fine will be charged per occurrence to Contractors who violate this policy.

E. JOB RULES.

1. Lennar maintains drug-free and alcohol-free jobsites. The use and/or possession of drugs and/or alcohol on Lennar jobsites is violation of policy and will result in immediate termination. Anyone under the influence of drugs and/or alcohol will be immediately removed from Lennar jobsites and their employer will be subject to termination. No paraphernalia related to drugs and/or alcohol, including empty alcohol containers, bumper stickers, t-shirts, etc. are to be permitted.

2. Contractor will under no circumstances take direction from anyone (i.e. customers) other than Lennar or install any item or option than what is on the job assignment/color selection sheet. Violation of this policy will result in immediate dismissal.

3. Contractors, their representatives or employees shall not under any circumstances use the utilities (water and electricity) of occupied homes.

4. Contractors shall check in with the Builder on site prior to commencing work and again upon completion of work.

5. Parking on lots in communities will not be permitted, and any violation will result in a $100 fine per occurrence.

6. Driving or parking on concrete flatwork (driveways, sidewalks, patios, etc.) will not be allowed for any reason for any length of time. Violations will result in a $100 fine per occurrence. Vehicles shall be parked on the street parallel to and tight to the curb so as not to impede traffic. Vehicles shall not obstruct access to mailboxes, occupied homes, fire hydrants, or the normal course of work. All vehicles must be street legal, licensed, and insured according to Lennar requirements.

7. Maximum speed in Lennar communities is 25 miles per hour.

8. No loud music will be tolerated on Lennar jobsites. Music that can be heard 20 feet from its source will be considered excessive.

9. No dogs or children will be allowed on Lennar jobsites.

10. No fighting, profanity, rough housing, or otherwise unprofessional behavior will be tolerated on Lennar jobsites.

11. Property damage to occupied or completed homes will be reported to Lennar Builders immediately.

12. No smoking or eating inside of homes is acceptable.

13. No materials or tools are to be placed on countertops, fixtures, or finished flooring.

14. Only clean or covered shoes are allowed on carpeted surfaces.

15. Everyone, including customers, city inspectors, sales agents, contractors, and Builders are to be treated in a courteous and professional manner at all times.

16. Any violation of any Lennar JOB RULES will result in monetary fines. Repetitive offenses will result in termination of contract.

F. BUSINESS REQUIREMENTS. The following will be required of all contractors and suppliers conducting business on Lennar jobsites.

1. Contractor shall provide necessary manpower and material to maintain production schedules as outlined by Lennar.

2. Contractor shall provide on-site supervision, direction, and training for all of their representatives and employees working on Lennar jobsites. Contractor shall be solely responsible for all construction means, techniques, sequences, procedures, and for coordinating all portions of the work outlined in their individual Scope of Work.

3. Contractor shall provide current copies of certificates of insurance, meeting all requirements for General Liability, Workers Compensation, and Auto Liability as outlined in the contract, listing Lennar as additionally ensured on an Endorsement B, before beginning any on-site work. Any contractor found working on Lennar jobsites without the minimum insurance requirements will be given 10 days to comply and will then be dismissed if full compliance is not achieved. All monies owed will be held until proof of insurance is obtained and supplied to Lennar.

4. Unless otherwise provided for in the contract and Scope of Work, Contractor shall provide and pay for all labor, materials, fasteners, accessories, equipment, tools, construction equipment and machinery, utilities, transportation, and other facilities, services or incidentals necessary for the proper execution and completion of his trade. Materials purchased by the contractor shall be equal to or superior to those purchased by Lennar.

5. Contractor providing turnkey materials must maintain good financial standing with their material suppliers. Any contractor not in good standing may have monies owed by Lennar held to satisfy claims by suppliers. Contractors may be asked to periodically provide documentation of good standing account status.

6. Contractor shall be responsible to inspect any work of another contractor that may affect his own work. Contractor shall report any defects in such work to Lennar upon discovery of the defect prior to commencing work. Any defect or errors covered or rendered inaccessible by a contractor's work will become that contractor's responsibility. Liability for covering faulty workmanship shall be the total cost of correction.

7. Lennar reserves the right to require inspection and testing services to assist in the determination of probable compliance for work outlined in the Scope of Work. These services do not relieve Contractor of responsibility for compliance with performance requirements.

8. Contractor shall be available to Lennar Builders so that punch list corrections, or other problems may be taken care of appropriately and in a timely manner (within 48 hours). Failure to do so will result in the work being completed by a third party whose expenses shall be the sole responsibility of the original contractor.

9. Contractor shall be responsible for payment of any and all fines levied by local building departments, OSHA, and/or any governmental authority due to the contractor's negligence or lack of performance. Fines imposed by municipal inspectors due to inspection failure or non-compliance must be paid within 24 hours of receipt.

10. Lennar will make payments for work performed based on the Builder's acceptance of completed work. Completed work shall be defined as the completion of work as outlined in the Scope of Work, including the complete cleanup of the entire jobsite (interior of home, the garage, flatwork, and lot/yard area) to the satisfaction of Lennar.

11. Contractor shall confine operations on Lennar jobsites to those areas permitted by the Scope of Work, federal and state laws, city ordinances and permits. Materials must be stored in a neat manner, and equipment (mixers, scaffold, etc.) must be removed from the site immediately upon completion of work.

12. No payment shall be made to any contractor for material stored on site or in a contractor's warehouse. All payments made by Lennar shall be for completed work only.

13. Variance Purchase Orders (VPO's) shall be given for all materials and services necessary over and above the standard budget, and must be requested from the Builder prior to performing any extra work. Contractor must give price for such work prior to the VPO being generated. Payment for extra work shall not be made without a VPO and until work is completed.

14. Contractor shall be aware that periodic inspections to ensure quality of installation and analysis of correct installation will occur. If Contractor is in default, no further payments may be made until work is corrected to compliance with required standards. If Contractor, at any time, resigns or is discharged, Lennar will retain 50% of the outstanding balance of compensation due for a period of 30 days.

G. WARRANTY REQUIREMENTS

1. Contractor shall warrant to Lennar that all materials and equipment provided by the Contractor will be new and defect free. Contractor's work shall be of good quality, free of defects and in conformance with the Scope of Work. All non-conforming equipment, materials, or workmanship shall be deemed defective.

2. Contractor shall guarantee that all labor and materials furnished by the contractor shall be free of defects for a period of one year from the date of closing, not the date of installation, unless otherwise specified in the R. W. C. Warranty.

3. Contractor agrees to make, at Contractor's sole expense, all repairs and correct such defects under any of the warranties. Contractor shall transfer all applicable manufacturers' warranties, with all service and operating manuals for materials furnished by Contractor, to Lennar when the work is completed.

4. Contractor shall honor and attend all homeowner appointments, and any failure to do so will result in a $150 fine per occurrence. An ample lead-time of 3 days (when

possible) will be extended to Contractor; exceptions are emergency calls related to water intrusion, electrical, HVAC, and plumbing issues. Emergency calls must be answered immediately and corrected within 24 hours of notification.

5. Contractor shall provide Lennar an emergency phone number for nights, weekends, and holidays. This service will be mandatory for all contractors.

6. Contractor shall provide professional, courteous, and timely service to our customers. Specifically, all Contractor representatives must adhere to the following rules when performing warranty work:

   a. Arrive on time. Never show up at an unscheduled time or when not accompanied by a Lennar representative.
   b. Come prepared to complete the job (have all necessary materials, tools, etc.)
   c. Do not park on customer's driveway.
   d. Maintain a professional appearance (clean, no visible tattoos, wear a uniform with company name).
   e. Be polite and responsible at all times.
   f. Wear clean shoes or wear protective shoe covers when entering the customer's home.
   g. Take every precaution not to damage customers' personal property or any item in the home. Mask off rooms and use drop cloths where necessary.
   h. Never discuss customer's home, Lennar, or other contractors' work in a negative manner (minimum $100 fine).
   i. Observe all other job rules as may be applicable when performing service work.
   j. Confirm that the customer and Lennar representative are satisfied with the work before leaving.
   k. Do not perform any work not listed on the workorder unless directed by the Builder. Do not take direction from the customer to repair items not approved by the Builder.
   l. Leave the customer's home clean after performing service work.
   m. Confirm with the Builder that the work is 100% complete.

7. Contractor shall have sufficient qualified staff to meet these pre-set appointments. If the original contractor is not available, then the contractor working in the community will perform the work at a pre-determined price which will by paid by the original Contractor.

H. BILLING REQUIREMENTS

The following guidelines are to be followed to ensure timely payment:

1. All bids and pricing to be communicated via a "Unit Price" format. Unit price measurements may change due to design changes and will require resubmission of bids.

2. Unless otherwise specified, no invoices will be required. Lennar shall pay off of PO's only. Contractor must reference the PO number for all payment inquiries.

3. All extra items require a pre-approved Variance Purchase Order (VPO) for payment. Request the VPO number prior to starting work.

4. Checks will be mailed every two weeks. Contractor will not be paid in the next pay period unless the work is completed and inspected by the Builder prior to the cutoff date.

5. All checks will be mailed unless Lennar approve other arrangements. No checks may be picked up at the Charleston/Myrtle Beach Regional Office.

6. No payment will be issued if the required insurance is not in full compliance.

7. Contractors must maintain accurate payment records and not expect Lennar to provide research for Contractor's accounting practices.

8. Any payment disputes must be brought to the attention of Lennar management within 90 days of time work is performed or may result in forfeiture of any monies owed.

ENDORSEMENT OF PERFORMANCE AGREEMENT

I hereby acknowledge all the above stated standards and agree to comply with all performance requirements of Lennar Charleston/Myrtle Beach Region.

NAME OF COMPANY: Builders First Source - Southeast Group LLC

NAME OF REPRESENTATIVE: Robert D. Lanich

TITLE: AVP

SIGNED: _____ 3-27-07
CONTRACTOR DATE

SIGNED: _____
LENNAR REPRESENTATIVE DATE

ADDENDUM "__"
CUSTOMER APPRECIATION GIFTS OR EVENTS

This Customer Appreciation Gifts or Events Addendum (this "Addendum") is executed in conjunction with and, by this reference, incorporated into the Subcontract Agreement (the "Agreement") dated as of the 27th day of March, 2007 between [Lennar Entity] ("Contractor") and Builders First Source - Southeast Group LLC ("Subcontractor").

1. Defined Terms. All initially capitalized terms not defined herein shall have the meanings set forth in the Agreement.

2. Conflicts. In the event of any conflict between this Addendum and the Agreement, this Addendum shall control. In all other respects, the Agreement shall remain in full force and effect.

3. Customer Appreciation Gifts or Events. Because Contractor appreciates the efforts of its subcontractors and their employees, Contractor periodically gives its subcontractors and subcontractors' employees customary and nominal tokens of its appreciation, such as, without limitation, logo and non-logo apparel, rounds of golf, spa days, meals, materials and other "customer appreciation" gifts or outings. Subcontractor acknowledges and agrees that Contractor's giving such tokens of appreciation to Subcontractor or Subcontractor's employees is customary in the industry and does not constitute an attempt to improperly influence Subcontractor or Subcontractor's employees and does not and will not give rise to any claims for civil or criminal misconduct. Contractor fully understands that as a consequence of accepting any tokens of appreciation from Contractor, Subcontractor or Subcontractor's employees will be under no obligation to Contractor other than those contained in this Subcontract Agreement. In order to ensure that Subcontractor is aware of this practice, Subcontractor expressly agrees that Contractor may, *at Contractor's sole discretion, without any obligation on the part of Contractor and without further notice to Subcontractor*, provide similar tokens of appreciation to Subcontractor or Subcontractor's employees without the need to obtain additional written or verbal consent from Subcontractor.

CONTRACTOR: [LENNAR ENTITY]	SUBCONTRACTOR:
By: _____	By: _____
Name: Robert O. Lanoue	Name: _____
Title: AVP	Title: _____
Date: 3-27-07	Date: _____

ADDENDUM "__"
STORM WATER COMPLIANCE

This Storm Water Compliance Addendum (this "Addendum") is executed in conjunction with and, by this reference, incorporated into the Subcontract Agreement (the "Agreement") dated as of the ____ day of 27th MARCH, 2007 between [Lennar Entity] ("Contractor") and _____ ("Subcontractor"). BUILDERS FIRSTSOURCE - SOUTHEAST GROUP LLC

1. Defined Terms. All initially capitalized terms not defined herein shall have the meanings set forth in the Agreement.

2. Conflicts. In the event of any conflict between this Addendum and the Agreement, this Addendum shall control. In all other respects, the Agreement shall remain in full force and effect.

3. Subcontractor shall comply with Contractor's Storm Water Pollution Prevention Plan ("SWPPP"), applicable storm water permit ("Permit"), and Contractor's Storm Water Compliance Guidelines ("Guidelines"). Subcontractor shall implement the Best Management Practices ("BMPs"), set forth in the SWPPP, for any work that it performs on the job site. A copy of the SWPPP, Guidelines and Permit are available at the construction office. Contractor shall be entitled to recover from Subcontractor all fines, fees, expenses and other penalties assessed by any governmental body due to Subcontractor's violation of the Permit or its obligations herein. SUBCONTRACTOR HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS CONTRACTOR FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, ATTORNEYS' FEES, EXPENSES, OR LIABILITIES OF ANY TYPE OR NATURE, INCLUDING WITHOUT LIMITATION, ANY AND ALL FINES OR OTHER PENALTIES, CIVIL OR CRIMINAL, ARISING OUT OF ANY VIOLATION OF THE PERMIT OR ANY OF SUBCONTRACTOR'S OBLIGATIONS HEREIN, CAUSED IN WHOLE OR IN PART, BY THE WRONGFUL ACTS OR OMISSIONS OF SUBCONTRACTOR, OR OTHERWISE CAUSED IN WHOLE OR IN PART BY SUBCONTRACTOR'S FAILURE TO COMPLY WITH THE OBLIGATIONS IN THIS PARAGRAPH. Subcontractor acknowledges that failure to adhere to the requirements of the SWPPP, Guidelines or Permit constitutes a material default of its contractual obligations herein, and Contractor may, without prejudice to any other right or remedy, remove Subcontractor from the job site, terminate this Contract, and retain a separate subcontractor to complete Subcontractor's obligations in this Contract (the "Completion Subcontractor"). In the event of termination, subcontractor shall be entitled to receive no further monies unless and until the Subcontractor's scope of work is completed by the Completion Subcontractor.

CONTRACTOR: [LENNAR ENTITY]	SUBCONTRACTOR:
By: _____	By: _____
Name: Robert A. Lawler	Name: _____
Title: AVP	Title: _____
Date: 3-27-07	Date: _____

EXHIBIT 33

TO EXHIBIT A – AFFIDAVIT OF ROBERT MAUCH

Supplier Base Agreement

Division Office: **Lennar Carolinas**

Contract Number: _____ Cost Center: _____

THIS SUPPLIER BASE AGREEMENT ("the Agreement"), is made and entered into this 12 day of August, 2009, by and between Lennar, whose address is 3901 N. Kings Hwy, Ste 22, MB SC 29577 and/or 1941 Savage Rd Ste. 100CCharleston, SC 29407-4788 (herein called "Lennar") and Cordsha/ Concrete, (herein called "Supplier"), whose address is 135 Cosher RD EST Suit 120, GA, telephone number 912-924-2130, cell phone # 843-241-4203, fax # 843-347-1026, and Federal Tax ID # 01-0685179
Check one that applies: Corporation X Partnership ____ Sole Proprietor ____ Other (Explain) _____.

WITNESSETH: That both parties, for consideration herein named, agree as follows:

1. PURCHASE ORDERS: Supplier shall furnish first class materials, supplies and associated labor (the "Work") to Lennar as set forth in each Purchase Order submitted by Lennar (each a "Purchase Order"). The materials and supplies shall be delivered to the property designated in the Purchase Order, or as otherwise directed by Lennar (the "job site"). Each Purchase Order shall become part of this Agreement. Supplier agrees to immediately notify Lennar's purchasing department of any delay or inability to fulfill the requirements of any Purchase Order or this Agreement, and to confirm in writing such delay or inability within five (5) business days thereafter. The prices and other terms specified on each Purchase Order are binding on and deemed acceptable by Supplier unless written notice to the contrary is received by Lennar within five (5) business days of Supplier's receipt of the subject Purchase Order.

2. PAYMENT/INVOICES: Provided that Supplier has satisfied its obligations in this Agreement and the subject Purchase Order, Lennar shall pay Supplier for its material, supplies and associated labor in accordance with the terms of each Purchase Order, based on the schedule set forth in the Schedule B. It is agreed that Supplier's acceptance of the Purchase Order's prices and provisions will be honored by Supplier until the terms of such Purchase Order are satisfied in full or such Purchase Order is terminated by Lennar.

   2.1 Completed delivery of all goods or materials will be processed for payment automatically through BuildPro.

   2.2 An authorized representative of Lennar must indicate acceptance of the materials and/or supplies by signing Supplier's delivery ticket or completing task/Purchase Order in Build Pro, covering such materials and/or supplies. The delivery ticket or task/Purchase Order in Build Pro shall accurately and completely describe the type and amount of all materials, supplies and associated labor provided by Supplier. The delivery ticket (with the complete signature of such authorized Lennar representative) must accompany any Invoice submitted for payment if Build Pro payment method not utilized. In the absence of signed acceptance by Lennar's authorized representative, Lennar shall have no liability to pay Supplier for any materials, supplies or associated labor.

   2.3 Unless otherwise specifically stated in this Agreement or any Purchase Order, all goods or materials are to be (i) shipped F.O.B. job site, and (ii) properly unloaded and stored at the location designated by Lennar, and (iii) properly protected from the weather. Deliveries to the Project or job site are the sole risk and responsibility of the Supplier. Supplier shall be responsible for damage or loss to all material and equipment until acceptance of the delivery by a designated representative of Lennar. No materials will be paid for until accepted by Lennar. Title to the Work shall vest in Lennar upon proper delivery and acceptance by Lennar; provided, however, the vesting of such title shall not impose any obligations on Lennar or relieve Supplier of any of its obligations hereunder. To the extent not prohibited by law, Supplier hereby waives any security interest or removeables rights it may have in goods or material to be supplied hereunder and waives its right to the remedies available for a buyer's breach as provided in the Uniform Commercial Code.

[*DIVISIONS: PLEASE CHECK APPROPRIATE BOX WHETHER UTILIZING CONDITIONAL OR UNCONDITIONAL LIEN WAIVERS***]**

3. CONDITIONAL/UNCONDITIONAL LIEN WAIVER:

☐ CONDITIONAL LIEN WAIVER: At such time as an Invoice is submitted, and as a condition to receiving payment, Supplier shall execute and furnish to Lennar a notarized conditional lien release acknowledging receipt of all payments through the period covered by the current Invoice and shall, upon request by Lennar, cause all of its vendors, lower tier subcontractors, suppliers and materialmen supplying materials, supplies or labor by, through or under Supplier ("Sub-suppliers") to execute similar lien waivers acknowledging receipt of all payments due through the period covered by the current Invoice, to the extent payment is actually received. Supplier shall also submit unconditional notarized lien releases from itself and all Sub-suppliers for payments previously made by Lennar. The lien waivers required to be delivered to Lennar by Supplier under this Agreement shall be original executed waivers, not photocopies, and shall comply with all applicable laws regarding such lien waivers. Supplier shall also comply with all procedural requirements of laws of the State that govern this Agreement with respect to the enforceability of such lien waivers. Regardless of this section, Supplier agrees to provide Lennar with materials and supplies that are free and clear of any debt or lien against said materials or supplies. Upon receipt of final payment for materials, supplies or associated labor, Supplier shall (from itself and all Sub-suppliers) provide a Final Unconditional Lien Waiver and Release to Lennar for each property to which the materials, supplies and associated labor were provided.

☒ UNCONDITIONAL LIEN WAIVER: At such time as payment is made, and as a condition for such payment, Supplier shall execute and furnish to Lennar a notarized unconditional lien release acknowledging receipt of all payments through the period covered by the current payment date and shall, upon request by Lennar, cause all of its vendors, lower tier subcontractors, suppliers and materialmen supplying materials, supplies or labor by, through or under Supplier ("Sub-suppliers") to execute similar lien waivers acknowledging receipt of all payments due through the period covered by the current payment date. The lien waivers required to be delivered to Lennar by

Supplier under this Agreement shall be original executed waivers, not photocopies, and shall comply with all applicable laws regarding such lien waivers. Supplier shall also comply with all procedural requirements of laws of the State that govern this Agreement with respect to the enforceability of such lien waivers. Regardless of this section, Supplier agrees to provide Lennar with materials and supplies that are free and clear of any debt or lien against said materials or supplies. Upon receipt of final payment for materials, supplies and associated labor, Supplier shall (from itself and all Sub-suppliers) provide a Final Unconditional Lien Waiver and Release to Lennar for each property to which the materials, supplies and associated labor\ were provided.

4. DISCOUNTS: Supplier agrees to accept a one (1%) percent, two (2%) percent, or _____% discount on payment of any accurate and complete Purchase Order through Build Pro made by Lennar within seven (7) days of completion of work in Supply Pro / Build Pro by Lennar. Such discount is in consideration of accelerated payment from Lennar. Any pricing and discounts that Supplier provides to Lennar shall also be provided to Lennar's Trade Partners when the Trade Partners are purchasing, directly or indirectly, Supplier's materials or supplies for the construction or improvement of Lennar projects. The term "Trade Partners" shall mean third party subcontractors hired or utilized by Lennar for the construction or improvement of Lennar projects.

5. ALTERATION OF PURCHASE ORDER: No alteration of the price or other terms of a Purchase Order shall be made except on the written order of Lennar, and only after a revised Purchase Order has been executed by both Lennar and Supplier. Upon any alteration, the value of materials added or omitted shall be computed and determined by Supplier, subject to the prior written approval and acceptance by Lennar, and the amount shall be added to or deducted from the price indicated on the Purchase Order. Supplier shall have no claim for additional materials without first obtaining a separate, fully-executed Purchase Order or "Extra Purchase Order" from Lennar's purchasing department. Lennar will have no liability for materials or supplies provided by Supplier in excess of the amount specified in the Purchase Order. No payment shall be due for those Invoices which reflect an incomplete shipment of the Purchase Order submitted by Lennar. Payment shall only be due when a complete shipment has been received by Lennar pursuant to the terms of the applicable Purchase Order.

6. REJECTION OF MATERIALS: Lennar may reject materials or supplies delivered by Supplier for any reason or no reason. If rejected, Supplier shall retrieve the rejected materials from the job site within forty-eight (48) hours of notice from Lennar. Supplier shall then submit to Lennar a credit memo during the same billing period so long as (a) Lennar formally requests the pick up through its central purchasing department, and (b) the materials are in the as-delivered condition and available for pick up at the job site. Should Supplier fail to retrieve the materials within forty-eight (48) hours of notice from Lennar, Supplier shall issue a credit memo to Lennar for the materials or supplies without regard to the current whereabouts of the subject materials or supplies.

7. **DEFENSE AND INDEMNITY: TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AND IN CONSIDERATION OF THE SUM OF ONE HUNDRED DOLLARS ($100.00), WHICH SUM IS INCLUDED IN THE PRICE(S) ESTABLISHED UNDER THE PURCHASE ORDER(S), THE ADEQUACY AND RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, SUPPLIER HEREBY AGREES TO UNCONDITIONALLY DEFEND, INDEMNIFY AND HOLD HARMLESS LENNAR, ITS PARENT, AFFILIATES, SUBSIDIARIES, PARTNERS, JOINT VENTURERS, OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS, EMPLOYEES, INSURERS, SURETIES, ANY OWNER OF REAL PROPERTY IMPROVED OR ALLEGED TO HAVE BEEN IMPROVED BY THE SUPPLIER, OR ANY OF THEM (COLLECTIVELY "INDEMNITEES") AGAINST ANY AND ALL CIVIL OR CRIMINAL LIABILITIES, COSTS, EXPENSES, CLAIMS, DEMANDS, CAUSES OF ACTION, LIEN CLAIMS, THREATS OF LIENS, STOP NOTICES, FUND TRAPPING NOTICES, BOND CLAIMS, PENALTIES, FINES, CITATIONS, LOSSES, AND DAMAGES (INCLUDING COURT COSTS, ATTORNEYS' FEES AND PARAPROFESSIONAL FEES, AND COSTS OF INVESTIGATION), OF ANY NATURE, KIND, OR DESCRIPTION, ARISING OUT OF, IN CONNECTION WITH, CAUSED BY, ALLEGED TO HAVE BEEN CAUSED BY, OR RESULTING FROM, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, (1) THE WORK, LABOR, MATERIALS EQUIPMENT OR SERVICES PERFORMED OR SUPPLIED OR ALLEGED TO HAVE BEEN PERFORMED OR SUPPLIED BY SUPPLIER OR ANY OF ITS SUB-SUPPLIERS, (2) ANY ACT OR OMISSION OF SUPPLIER OR ANY OF ITS SUB-SUPPLIERS, OR (3) ANY ACT OR OMISSION OF LENNAR OR LENNAR'S OTHER CONTRACTORS, SUBCONTRACTORS, OR SUPPLIERS, OR ANY OF THEIR EMPLOYEES, AGENTS, INVITEES OR ANY PERSON ACTING BY, THROUGH OR UNDER LENNAR OR LENNAR'S OTHER CONTRACTORS, SUBCONTRACTORS, OR SUPPLIERS (COLLECTIVELY "LIABILITIES"). THE OBLIGATIONS OF SUPPLIER UNDER THIS INDEMNIFICATION SHALL APPLY TO LIABILITIES EVEN IF SUCH LIABILITIES ARISE FROM OR ARE ATTRIBUTED TO THE CONCURRENT NEGLIGENCE OF ANY INDEMNITEE. NOTWITHSTANDING THE FOREGOING, SUPPLIER SHALL NOT BE OBLIGATED UNDER THIS AGREEMENT TO INDEMNIFY THE INDEMNITEES TO THE EXTENT SUCH LIABILITIES RESULT FROM THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE. SUPPLIER SHALL, AT ITS EXPENSE, ASSUME THE DEFENSE OF THE INDEMNITEES, OR ANY OF THEM, AND SHALL CONDUCT SUCH DEFENSE WITH DUE DILIGENCE AND IN GOOD FAITH WITH COUNSEL SATISFACTORY TO LENNAR. SHOULD SUPPLIER BREACH ITS DEFENSE AND INDEMNITY OBLIGATIONS, LENNAR MAY, AND WITHOUT RELIEVING SUPPLIER OF ITS INDEMNITY OBLIGATIONS, ASSUME ANY DEFENSE OBLIGATION AND TRY OR SETTLE SUCH CLAIM, AND SUPPLIER (1) SHALL REIMBURSE LENNAR FOR ALL COSTS AND EXPENSES INCURRED OR PAID BY ANY INDEMNITEE IN THE DEFENSE, SETTLEMENT, TRIAL OR ARBITRATION, AND (2) PAY ANY JUDGMENT OR AWARD OBTAINED AGAINST THE INDEMNITEES OR ANY OF THEM. NEITHER THE INDEMNITY OBLIGATIONS UNDER THIS SECTION, NOR ANY COMMON LAW AND/OR STATUTORY CONTRIBUTION RIGHTS OR OTHER RIGHTS OF LENNAR OR**

ANY INDEMNITEE, SHALL BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGE, COMPENSATION, OR BENEFITS PAYABLE BY OR FOR THE SUPPLIER OR LENNAR UNDER INSURANCE POLICIES, WORKERS' COMPENSATION ACTS, DISABILITY BENEFIT ACTS, OR OTHER EMPLOYEE BENEFIT ACTS. THIS PROVISION IS SEPARATE AND DISTINCT FROM, AND IN ADDITION TO, ANY OTHER PROVISION OR SECTION IN THIS AGREEMENT, INCLUDING ANY PROVISION OR SECTION CONCERNING INDEMNIFICATION AND PROCUREMENT OF INSURANCE. IT IS SPECIFICALLY AGREED WITH RESPECT TO ANY LEGAL LIMITATIONS NOW OR HEREAFTER IN EFFECT AND AFFECTING THE VALIDITY OR ENFORCEABILITY OF THE INDEMNIFICATION OBLIGATION UNDER THIS SECTION, THAT SUCH LEGAL LIMITATIONS ARE MADE A PART OF THE INDEMNIFICATION OBLIGATION AND SHALL OPERATE TO AMEND THE INDEMNIFICATION OBLIGATION TO THE MINIMUM EXTENT NECESSARY TO BRING THE PROVISION INTO CONFORMITY WITH THE REQUIREMENTS OF SUCH LIMITATIONS, AND AS SO MODIFIED, THE INDEMNIFICATION OBLIGATION SHALL CONTINUE IN FULL FORCE AND EFFECT, EVEN AFTER COMPLETION OF THE WORK OR TERMINATION OF THIS AGREEMENT. EXCEPT AS EXPRESSLY PROVIDED OTHERWISE, IT IS THE SPECIFIC INTENT OF THIS INDEMNITY THAT THE SUPPLIER IS ENDEMNIFYING THE INDEMNITEES FROM ACTS OF NEGLIGENCE OF INDEMNITEES.

In any and all claims against Lennar hereunder by any employee of Supplier or any employee of any Sub-supplier or anyone directly or indirectly employed by Supplier or any Sub-supplier or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Supplier or any Sub-supplier under workers' or workmen's compensation acts, disability acts or other employee benefit acts, and Supplier expressly waives any right it may have to assert such limitation. Supplier expressly waives any right of subrogation that it or its insurers may have against the Indemnitees or any of them. In addition, in no event shall Supplier's obligations hereunder be limited to the extent of any insurance available to or provided by Supplier. The indemnity obligations in this Agreement shall not be limited by the insurance required to be provided by Supplier pursuant to this Agreement; nor shall the insurance requirements of this Agreement be limited by the indemnity obligations of this Agreement.

8. INSURANCE: Before commencing to fulfill any Purchase Order hereunder, Supplier shall procure and maintain at its own expense until final delivery of its materials the insurance set forth in Exhibit C hereto, which requirements are incorporated by this reference as though set forth in full herein.

9. TAXES: Supplier will pay and be solely responsible for all labor, salaries, materials, tools, equipment, suppliers, state, federal, local, and all other applicable Social Security and other taxes imposed upon it as an employer in connection with its performance of its obligations under this Agreement. Lennar shall be responsible for state sales taxes. Supplier shall pay all other Local, State and Federal taxes and delivery charges in connection with all Purchase Orders, which will be included in the price payable under the applicable Purchase Order. Supplier further warrants that any increases in taxes, other than state sales taxes, or delivery charges shall be its responsibility for the term of this Agreement.

10. LEGAL COMPLIANCE: Supplier and its Sub-suppliers shall, at all times, comply with all applicable local, state, or federal statutes, ordinances, rules and regulations, and any amendments thereto, as well as those of any other public body having authority concerning the Work, including *without limitation*, the local and state building codes, FHA Minimum Property requirements, VA building code requirements, the Occupational Safety and Health Act of 1970, 29 U.S.C. §§ 651 et seq, the Immigration Reform and Control Act of 1986 ("IRCA"), the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRAIRA"), the Immigration and Nationality Act ("INA"), all applicable equal employment opportunity laws and requirements promulgated by any governmental authority, including, without limitation, the requirements of Title VII of the 1964 Civil Rights Act, 42 United States Code, Section 1981, Executive Orders 11246, 11375 and 11478, the Age Discrimination in Employment Act, the Americans with Disabilities Act, and the Fair Labor Standards Act; all applicable local, state, or federal environmental laws and regulations including, without limitation, the Clean Air Act, 42 USC §§ 7401-7671; the Clean Water Act, 33 USC §§ 1251-1387; the Comprehensive Environmental Response Compensation and Liability Act (CERCLA), 42 USC §§ 9601-9675; the Solid Waste Disposal Act, 42 USC §§ 6901-6992, the Toxic Substances Control Act, 15 USC §§ 2601-2692; and the Endangered Species Act of 1973, 16 USC §§ 1531-544. Supplier is solely responsible, for itself and others acting by, through or under Supplier, for compliance with the requirements of this paragraph and the other obligations of this Agreement.

10.1 IMMIGRATION: With respect to its obligations herein or in any Purchase Order, Supplier specifically warrants and agrees it (i) shall not knowingly hire or continue to employ aliens not authorized to work in the United States, (ii) has and shall continue to verify the employment documentation specified in the Immigration Act, and (iii) has and shall properly complete and retain the Immigration and Naturalization Service's Form I-9 for all its employees covered by the Immigration Act. Accordingly and pursuant to the Indemnity requirements of this Agreement, Supplier agrees to defend, indemnify and hold Lennar free and harmless from and against any claims or charges asserted or filed against and any judgments, fines, penalties and assessments entered against Lennar arising from or as the result of the employment or engagement of any person inconsistent with the foregoing promises or the laws of the United States. In addition, should Supplier fail to comply with this Section, Lennar shall have the right to rescind this Agreement and/or declare Supplier in default under this Agreement and as a result Lennar will be entitled to all direct, indirect, consequential, impact, or other costs, expenses, or damages, including but not limited to costs, loss of organization, lost profits, or attorneys' fees and paraprofessional fees arising out of or as a result of Supplier's breach of this Section. Furthermore, at Lennar's sole discretion and as a monetary remedy for such breach, Lennar may, as liquidated damages and not as a penalty, withhold all or any portion of payments owed to Supplier for any work completed but unpaid prior to Supplier's breach.

10.2 PATENT AND COPYRIGHTS: Supplier shall own or be properly licensed to utilize all patents and copyrights associated with any materials or supplies sold to Lennar or any associated labor provided by Supplier. Supplier shall ensure that Lennar has the right to utilize the materials or supplies provided by Supplier without restriction. Supplier shall assume all liability for all royalties, licenses, patent fees, and any other charges made in connection with the use of patented or copyrighted processes in connection with the materials or supplies provided by Supplier.

10.3 ENVIRONMENTAL: Prior to supplying materials, supplies or associated labor, Supplier shall identify in writing all hazardous or toxic substances contained in the materials or supplies provided to Lennar, and shall provide Material Safety Data Sheets ("MSDS") to Lennar for those substances. Lennar may hold any payments otherwise due Supplier until such documentation is supplied. Supplier shall immediately notify Lennar in writing of all hazardous or toxic substances discovered before or after delivering the materials or supplies or otherwise brought to the job site which were omitted from any previous notification(s), and promptly provide the MSDS on those substances to Lennar. Supplier shall not allow any hazardous or toxic substances on the job site unless (i) necessarily required for performance of Supplier's obligations, and (ii) Supplier has previously provided Lennar with MSDS sheets for those substances. Supplier shall immediately notify Lennar of any spill, release or discharge of any chemical or hazardous or toxic substance by itself or any other person. As to any spill, release or discharge of any chemical or hazardous or toxic substance which is caused by Supplier or any of its employees, agents, Sub-suppliers, customers, or invitees, Supplier shall, at its sole expense, immediately take all reasonable, necessary and legally required actions to (i) prevent the further spread of any spill, release or discharge, and (ii) take immediate action to properly clean up said spill, release or discharge (including without limitation any soil or water contaminated by such spill, release or discharge) in full compliance with all applicable laws and regulations and any directions from Lennar.

In the event Supplier is performing any labor as part of its obligations under any Purchase Order, Supplier shall inspect the job site, observe the environmental conditions of the job site, and review and comply with Lennar's plans and specifications, including Lennar's Storm Water Pollution Prevention Plan ("SWPPP") and Dust Control Plan. If, during the course of its performance of the Work, Supplier discovers a previously unidentified environmental condition, then Supplier shall immediately notify Lennar and shall not proceed with the delivery of materials or supplies and/or performance of any Work that would disturb such environmental condition without Lennar's approval.

10.4 STORM WATER COMPLIANCE: When on any project or job site of Lennar, whether delivering materials or supplies or providing associated labor, Supplier shall comply, and shall ensure compliance by those acting by, through or under Supplier, with Lennar's SWPPP, applicable storm water permit ("Permit"), Dust Control Plan, and Lennar's Storm Water Compliance Guidelines to the extent applicable to Supplier's Work ("Guidelines"). Before beginning any Work at the job site, Supplier shall review the SWPPP, Permit, and applicable Guidelines, copies of which will be available at the job site or will be made available upon Supplier's request. If required or requested by Lennar, Supplier shall sign the SWPPP before supplying materials, supplies and associated labor. To the extent applicable to its Work, Supplier shall fully comply with and implement the SWPPP, including the Best Management Practices ("BMPs") described by the SWPPP and applicable Guidelines. Supplier shall take care not to damage any BMPs, including any storm water, sediment, or erosion controls, by its Work, and in the event Supplier causes such damage it shall immediately report such damage to Lennar and take appropriate measures to remedy such damage. Without limiting any of its other rights or remedies provided elsewhere in this Agreement (including its right to defense and indemnification by Supplier), Lennar may offset from any payments due Supplier, or otherwise recoverable from Supplier: (i) the costs to repair or replace any BMPs damaged by Supplier; and (ii) the costs of all fines, fees, expenses and other penalties sought against or incurred by Lennar due to, in whole or in part, (a) Supplier's violation of the obligations herein, (b) Supplier's violation of the SWPPP, including violations arising from damage to BMPs caused by Supplier, or (c) Supplier's interference with the implementation of the SWPPP by Lennar or by any other party responsible for implementing the SWPPP. Failure to satisfy the obligations in this paragraph shall be deemed a material default of this Agreement, and Lennar may, without prejudice to any other right or remedy, (i) withhold any payments to Supplier under this Agreement or otherwise until Supplier has remedied its failure, and/or (ii) terminate this Agreement, withhold payments otherwise due Supplier under this Agreement or otherwise, and retain a separate supplier to complete Supplier's obligations at Supplier's expense.

10.5 DUST CONTROL COMPLIANCE: Supplier shall comply, and shall ensure compliance by those acting by, through or under Supplier, with Lennar's Dust Control Plan and applicable Dust Control Permit. Before delivering the materials or supplies or performing associated labor at the job site, Supplier shall review the Dust Control Plan and Dust Control Permit, copies of which will be available at the job site or will be made available upon Supplier's request. To the extent applicable to its Work, Supplier shall fully comply with and implement the Dust Control Plan and best management practices ("dust control BMPs"), including any dust control measures, devices or work practices, described by the Dust Control Plan. Supplier shall take care not to damage any dust control BMPs at the job site by its Work; in the event Supplier causes such damage it shall immediately report the damage to Lennar and take appropriate measures to remedy such damage. Without limiting any of its other rights or remedies provided elsewhere in this Agreement (including its right to defense and indemnification by Supplier), Lennar may offset from any payments due Supplier, or otherwise recoverable from Supplier: (i) the costs to repair or replace any dust control BMPs damaged by Supplier; and (ii) the costs of all fines, fees, expenses and other penalties sought against or incurred by Lennar due to, in whole or in part, (a) Supplier's violation of the obligations herein, (b) Supplier's violation of the Dust Control Plan, including violations arising from damage to dust control BMPs caused by Supplier, or (c) Supplier's interference with the implementation of the Dust Control Plan by Lennar or by any other party responsible for implementing the Dust Control Plan. Failure to satisfy the obligations in this paragraph shall be deemed a material default of this Agreement, and Lennar may, without prejudice to any other right or remedy, (i) withhold any payments to Supplier under this Agreement or any Purchase Order(s) hereunder or otherwise until Supplier has remedied its failure, and/or (ii) terminate this Agreement, withhold payments otherwise due Supplier under this Agreement or otherwise, and retain a separate supplier to complete Supplier's obligations at Supplier's expense.

10.6 SAFETY: Supplier is an independent contractor and shall be solely responsible for ensuring that any labor performed to satisfy its obligations under any Purchase Order is performed in a safe manner. Nothing herein shall be deemed to be an exercise of control by Lennar of Supplier's safety obligations. Supplier shall take all reasonable and necessary safety precautions with regard to the Work under any Purchase Order, shall coordinate its safety precautions with other contractors, subcontractors, and suppliers, shall comply with all safety requirements, laws, regulations, rules or ordinances of any authority (governmental or otherwise) responsible for the safety of persons or property. Supplier shall notify Lennar, both verbally and in writing, of all injuries to Supplier's employees within eight (8) hours of the injury. Failure to adhere to Lennar's safety policies, the safety requirements of this Agreement, or the job rules shall be deemed a material default of Supplier's obligations. Supplier agrees to comply with all health and safety programs, as well as any rules promulgated by, Lennar in furtherance of Supplier duties under the Occupational Safety and Health Act. If in the opinion of Lennar the health and safety of any person or persons is endangered or appropriate safety measures are not being implemented, Lennar may (but is not required to) take such action as it deems necessary and appropriate, including without limitation, the following: (i) stop Supplier's Work under any

Purchase Order or require Supplier to immediately remedy any unsafe condition caused by Supplier at its own expense; (ii) shut the Project or job site down, in whole or in part, until any unsafe condition is remedied; (iii) remedy any unsafe condition caused by Supplier at Supplier's sole expense; (iv) terminate this Agreement and hold Supplier fully liable for any losses incurred by Lennar as a result of the Supplier-caused unsafe condition and such termination; and/or (v) recover against Supplier all fines or penalties assessed by any authority (governmental or otherwise) and caused by or alleged to have been caused by Supplier.

10.7 Supplier acknowledges that it has reviewed all provisions of Lennar's Environmental Management Policy, including Lennar's SWPPP and Dust Control Plan, and that it has reviewed, signed, and returned Lennar's Trade Partner BMP Compliance Measures.

11. JOB RULES: Supplier is solely responsible for complying with and ensuring compliance by its employees and Sub-suppliers, of (i) Lennar's Code of Safe Practices, (ii) other Lennar policies concerning safety, reasonable restrictions on use and access to the job site by unauthorized personnel, and (iii) the other rules and policies concerning Lennar's work and as set forth in Exhibit A, "Scope of Work", to this Agreement. Upon failure to so comply, Lennar may, in addition to the other remedies herein, stop Supplier's delivery of materials or supplies, stop Supplier's performance of associated labor, and/or terminate this Agreement.

12. CLEAN UP: Supplier will clean up and haul away all debris, rubbish, hazardous or toxic discharges and surplus materials ("Construction Debris") that may be occasioned by the materials or supplies delivered or associated labor provided by Supplier. Supplier shall properly dispose of such Construction Debris in an authorized trash bin or at a licensed or certified landfill. In addition, Supplier will leave the job site, subject property and, if applicable, the building premise(s) clean and in good order. These obligations are in addition to Supplier's obligations under any other section of this Agreement. If, after 24 hours notice by Lennar's representative to Supplier's representative, Supplier has not diligently proceeded with the clean-up as outlined in this Section, then Lennar shall have the right to proceed with the clean-up at Supplier's expense.

13. DEFECTIVE MATERIALS: Neither the payment for nor the acceptance by Lennar of the whole or any part of the materials, supplies or associated labor shall operate as acceptance of defective, faulty or nonconforming materials, supplies or associated labor. If Supplier at any time shall fail or refuse to supply materials, supplies or associated labor of the proper quality or quantity, or fail in any respect to prosecute the delivery thereof with promptness and diligence, or fail in the performance of any agreement on its part herein contained, Lennar shall have the option (1) to provide any such materials, supplies or labor and to deduct the cost thereof from monies due or thereafter to become due by Lennar to Supplier, and/or (2) to terminate this Agreement for such materials, supplies or associated labor, or any portion thereof, by giving written notice thereof to Supplier, and to otherwise employ any other person or persons to provide the materials, supplies or associated labor at Supplier's cost. The options herein provided, in the sole discretion of Lennar, shall apply to any or all locations, individually or collectively, on which Supplier is supplying materials, supplies or associated labor. In case of such discontinuance of the employment of Supplier, Supplier shall not be entitled to receive any payment under this Agreement which might otherwise be due it, until all of the agreed upon materials, supplies or associated labor shall be purchased, delivered or performed, at which time, if the unpaid balance of the amount to be paid under this Agreement shall exceed the expenses incurred by Lennar in obtaining the materials, supplies or associated labor, such excess shall be paid by Lennar to Supplier, but if such expenses shall exceed such unpaid balance, Supplier shall pay the difference to Lennar. This remedy shall be in addition to any other remedies provided by the law.

14. WARRANTIES: Supplier expressly warrants to Lennar, its Trade Partners, Lennar's customers, or any subsequent owner of a structure constructed by Lennar (collectively "Warranty Beneficiaries"), that: (1) **materials and supplies** sold to Lennar, directly or through its Trade Partners, (i) shall be free from defects in workmanship, materials or design, (ii) shall comply with Supplier's published standards and specifications, (iii) are marketable, (iv) can be utilized for the purposes intended by Lennar or its Trade Partners, and (v) otherwise comply with all other applicable codes, promulgated standards, or other requirements or industry standards applicable to the Product(s); (2) **associated labor** provided by Supplier to Lennar, directly or through its Trade Partners, will be performed (i) in a good and workmanlike manner, and (ii) in strict accordance any applicable codes, promulgated standards, or other requirements or industry standards applicable to the service. This warranty section is in addition to warranties provided by law. Any defects in material, supplies or workmanship, or any damage caused as a result of defective material, supply or workmanship, shall be replaced or satisfactorily repaired at the sole expense of Supplier. Additionally, Supplier shall be responsible for any negligence or mishandling of the materials or supplies by anyone directly or indirectly employed by it. If a defect is discovered within Supplier's warranty period, Lennar shall notify Supplier. Supplier shall then have seven (7) days to complete all warranty work or cause the same to be completed or, at Lennar's election, Lennar may complete such work at Suppliers cost and expense. In the event Lennar elects to have Supplier complete the warranty work and Supplier fails to complete all such warranty work within such seven (7) day period, Lennar shall have the right to have all defects repaired and/or replaced at Supplier's expense by charging the repair and/or replacement cost to Supplier.

14.1 Extended Warranties. In addition to the foregoing warranties, Supplier shall also, (a) for a period of twelve (12) months from (i) the *date of close of escrow* between Lennar and its homebuyers for materials or work associated with a housing unit designed and intended for sale as an individual and legally devisable real property unit (each a "Unit") or associated site work intended to be used primarily for residential purposes, or (ii) *final completion of the work* for all other types of materials, supplies or labor incorporated into a commonly owned element of a condominium, cooperative or other common interest ownership project, repair or replace ***any defective materials, supplies and/or labor***, and perform Lennar's obligations under any applicable warranty insurance programs (the "**One Year Warranty**"); (b) for a period of twenty-four (24) months from the (i) the date of close of escrow between Lennar and its homebuyers for materials, supplies or labor associated with a Unit or associated site work intended to be used primarily for residential purposes, or (ii) *final completion of the work* for all other types of materials or work incorporated into a commonly owned element of a condominium, cooperative or other common interest ownership project, repair or replace any defective materials, supplies and/or labor associated with any ***heating, cooling, mechanical and electrical systems*** (the "Systems") installed by Supplier, and perform Lennar's Systems obligations under any applicable warranty insurance programs (the "**Two Year Warranty**"); and (c) for a period of one-hundred twenty (120) months from (i) the *date of close of escrow* between Lennar and its homebuyers for materials, supplies or labor associated with a Unit or associated site work intended to be used primarily for residential purposes, or (ii) *final completion of the work* for all other types of materials or work incorporated into a commonly owned element of a condominium, cooperative or other common interest ownership project, repair or replace any defective materials, supplies or labor associated with ***structural damage***, and perform Lennar's obligations under any applicable warranty insurance programs (the "**Ten Year Warranty**"). The foregoing obligations exist so long as the defect(s) arose or existed during the relevant extended warranty periods, and even if such defects were not observed until after the expiration of the extended warranty period. Should Lennar repair or replace any materials, supplies or labor provided by the Supplier or otherwise perform any of Supplier's warranty work (extended or otherwise), Supplier shall reimburse Lennar for the cost of repairing or replacing such defective materials,

supplies or labor. Notwithstanding anything to the contrary herein, should any state or federal law impose a warranty, express or implied, or any other obligation to repair, replace or pay for defective materials, supplies or labor arising from Supplier's Work that is longer than the time period set forth in this paragraph, Supplier's warranty obligation period shall be deemed to extend for the duration of the applicable state or federal law.

14.2 Manufacturer's Warranties. Prior to the earlier of completion of delivery of the materials, supplies or performance of labor, or upon the termination of this Agreement, Supplier shall provide Lennar with any and all applicable manufacturer's warranties on equipment, materials or appliances furnished pursuant to this Agreement. Supplier shall fully cooperate with Lennar in making any claim on any manufacturer's warranty.

15. REMEDIES AND TERMINATION: In addition to and without limiting Lennar's other remedies set forth herein or as otherwise provided by law, Lennar shall have the following rights:

15.1 If Supplier shall file for or be adjudged bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if Supplier should persistently or repeatedly refuse or should fail, in the reasonable opinion of Lennar, to supply enough properly skilled workmen or proper materials or make delivery of materials as required, or if such materialmen or laborers for material supplied or Work performed disregard laws, ordinances, job rules, or instructions, or if Supplier fails to make prompt and proper payment for labor, materials, equipment or services provided by, through or under Supplier, or if Supplier fails to remedy defective materials or Work or fails to perform warranty services or repairs within the time periods set forth in this Agreement, or should Supplier cause damage to the work of another contractor and/or subcontractor, or if Lennar is fined by any governmental agency on account of or arising out of the violation by Supplier or any subcontractor of any law, or should Supplier fail in Lennar's sole judgment to deliver its materials or prosecute its Work diligently and promptly, or if Supplier otherwise breaches any of its obligations in this Agreement or any of its other agreements with the Lennar division for which Supplier is delivering the materials and/or performing the Work herein, or if Lennar has a reasonable basis to believe that Supplier will not be able to properly perform all of its obligations in this Agreement or under any Purchase Order, Lennar may, without prejudice to any other right or remedy in this Agreement or any law and after giving Supplier forty-eight (48) hours written notice, (i) terminate this Agreement, (ii) withhold payment otherwise due Supplier until the materials have been delivered or the Work is completed and accepted, or until defective materials have been repaired and/or replaced or the Work is remedied, or until warranty services are properly performed, or until such breach has been remedied, (iii) stop delivery of materials and/or performance of the Work until such breach has been cured to Lennar's satisfaction, and/or (iv) furnish or cause to be furnished additional materials at Supplier's expense. If the costs of furnishing additional labor or materials or remedying Supplier's breach do not exceed the unpaid balance under the applicable Purchase Order(s), and if Supplier is otherwise entitled to receive payment, Lennar shall pay the difference (less a reasonable sum to ensure Supplier's performance of any remaining warranty obligations) to Supplier upon completion of the Work. If such expenses of furnishing additional labor or materials or remedying Supplier's breach exceed the unpaid balance under the applicable Purchase Order(s), Lennar may offset the difference against any amounts due Supplier under this Agreement or other purchase order, contract, or other agreement. Upon demand, Supplier shall pay the difference to Lennar plus any and all costs, expenses and attorneys' fees and paraprofessional fees incurred by Lennar in enforcing or performing any of Supplier's obligations under this Agreement.

15.2 Lennar shall also have the right to terminate this Agreement or any Purchase Orders or portions thereof issued to Supplier without cause and for Lennar's convenience. In such event; Supplier shall be paid only for that Work actually performed as of the date of termination, and Supplier waives recovery for any other costs or damages, direct or consequential, including without limitation prospective profits, on Work not performed.

15.3 Should Supplier breach any of its obligations in this Agreement, Lennar shall be entitled to recover against Supplier any reasonable and necessary attorneys' fees and paraprofessional fees, costs and expenses incurred by Lennar in pursuing claims against Supplier.

16. CUSTOMER APPRECIATION GIFTS OR EVENTS: Lennar periodically gives its suppliers and suppliers' employees customary and nominal tokens of its appreciation, such as logo and non-logo apparel, rounds of golf, spa days, meals, materials and other "customer appreciation" gifts or outings. Supplier acknowledges and agrees that this is customary in the industry and does not constitute an attempt to improperly influence Supplier or Supplier's employees and does not and will not give rise to any claims for civil or criminal misconduct. Lennar fully understands that as a consequence of accepting any tokens of appreciation from Lennar, Supplier or Supplier's employees will be under no obligation to Lennar other than those contained in this Agreement. In order to ensure that Supplier is aware of this practice, Supplier expressly agrees that Lennar may, *at Lennar's sole discretion, without any obligation on the part of Lennar and without further notice to Supplier*, provide similar tokens of appreciation to Supplier or Supplier's employees without the need to obtain additional written or verbal consent from Supplier.

17. NO GIFTS: Neither Supplier nor any partner, director, employee, or agent of Supplier shall, without specific written authorization of Lennar, give to or receive from any person or entity, including without limitation, any officer or employee of any governmental or quasi-governmental agency, department, or instrumentality, any commission, fee, rebate, gift or loan of significant cost or value in connection with or as a result of Supplier's delivery of material and/or performance of Work provided hereunder (excluding Gifts from Lennar pursuant to Section 16), to influence any decision, or to gain any other advantage for Lennar or Supplier. Supplier shall not (a) enter into any business arrangement with any partner or employee of Lennar, or any affiliate of same other than one acting in a capacity as a representative of Lennar or such affiliate in accordance with this Agreement and with the prior written approval of Lennar or (b) engage in any employment or enter into any contract or agreement that conflicts with Supplier's obligations under this Agreement. In the event of a violation of this Section, Supplier shall pay to Lennar any and all amounts received by Supplier or any other individual or entity described above, however, such payment shall not limit, or operate as a waiver of, any other legal or equitable rights which Lennar may have against Supplier at law, in equity, or under this Agreement. Due to the nature of this transaction and the potential exposure to various forms of fines, penalties, sanctions and other damages to Lennar's business and reputation, all of which are, at the date of executing this Agreement, impractical and extremely difficult to ascertain in advance, Lennar and Supplier agree that if Lennar terminates this Agreement due to the breach of this Section, then, as the monetary remedy for such breach and at Lennar's election and, as liquidated damages and not as a penalty, Supplier agrees that Supplier shall not be paid any amounts billed but unpaid for Supplier's compensation for materials delivered and Work completed prior to the termination date as provided in Section 15. This provision shall not be construed as a waiver of Lennar's right to obtain temporary or permanent injunctive relief for any breach or threatened breach by Supplier of this Section. In addition to the remedies available under this Section, and at Lennar's election, Lennar shall also be entitled to injunctive remedies for breach of this Section, including without limitation, rescission.

18. STANDARDS OF BUSINESS ETHICS: Supplier represents that it has not and will not receive or give gifts or gratuities, nor participate in any other conduct in connection with this Agreement or any Purchase Order(s) that violates the Standards of Business Ethics and Conduct of Lennar ("Lennar's Business Ethics") (*see* www.Lennar.com). Should any employee of Lennar or any of its Trade Partners engage in any conduct which Supplier believes is in violation of Lennar's Business Ethics, Supplier shall immediately notify Lennar's representatives in writing at the address provided herein. Violation of Lennar's Business Ethics by Supplier shall be deemed a material breach of this Agreement by Supplier.

19. WAIVER OF JURY TRIAL/ARBITRATION: **TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, AND AFTER CONSULTING WITH LEGAL COUNSEL OF THEIR OWN CHOOSING, SUPPLIER AND LENNAR, ON BEHALF OF THEMSELVES AND ANY PERSON OR ENTITY ACTING BY, THROUGH OR UNDER THEM, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY AGREE TO WAIVE THE RIGHT TO TRIAL BY JURY IN CONNECTION WITH ANY LITIGATION OR JUDICIAL PROCEEDING RELATING TO OR CONCERNING, DIRECTLY OR INDIRECTLY, THIS AGREEMENT OR ANY OTHER RIGHTS OR OBLIGATIONS BETWEEN LENNAR, SUPPLIER AND ALL PERSONS ACTING BY, THROUGH OR UNDER LENNAR OR SUPPLIER. LENNAR AND SUPPLIER ACKNOWLEDGE THAT SEPARATE AND GOOD AND VALUABLE CONSIDERATION HAS BEEN PROVIDED BY EACH FOR THIS WAIVER. THIS WAIVER SHALL APPLY TO THIS AGREEMENT, ANY FUTURE AMENDMENTS, SUPPLEMENTS OR MODIFICATIONS OF THIS AGREEMENT, AND ANY FUTURE CHANGE ORDERS OR PURCHASE ORDERS. NOTWITHSTANDING THE FOREGOING, IF (A) LENNAR IS A PARTY TO A LAWSUIT, IS REQUIRED TO TRY THE DISPUTE BEFORE A JURY, AND BELIEVES THAT SUPPLIER IS LIABLE, IN WHOLE OR IN PART, FOR THE CLAIMS BEING MADE IN THE LAWSUIT, THEN THIS WAIVER OF JURY TRIAL SHALL NOT APPLY; OR (B) LENNAR IS A PARTY TO AN ARBITRATION ACTION, IS REQUIRED TO TRY THE DISPUTE BEFORE AN ARBITRATOR(S), AND BELIEVES THAT SUPPLIER IS LIABLE, IN WHOLE OR IN PART, FOR THE CLAIMS BEING MADE IN THE ARBITRATION, THEN LENNAR AND SUPPLIER AGREE THAT THE DISPUTES BETWEEN THEM WILL BE FULLY AND FINALLY RESOLVED IN SUCH ARBITRATION AND IN ACCORDANCE WITH THE ARBITRATION ACT AND ARBITRATION RULES THEN GOVERNING THE ARBITRATION, AND NOT BY JUDGE OR BY JURY. LENNAR AND SUPPLIER SPECIFICALLY AGREE THAT THIS AGREEMENT INVOLVES INTERSTATE COMMERCE.**

20. INDEPENDENT CONTRACTOR/AUTHORITY: Supplier is acting as an independent contractor and not a partner or joint venturer of Lennar. Lennar is solely responsible for the employment, acts, errors, omissions, control and direction of its employees, agents, and Subcontractors. Nothing contained in this Agreement shall authorize or empower Supplier to assume or create any responsibility whatsoever, express or implied, on behalf of or in the name of Lennar, or to bind Lennar in any manner, or make representation, warranty, or commitment on behalf of Lennar, or purchase materials or otherwise incur debts in Lennar's name.

21. MISCELLANEOUS:

21.1 Lennar and Supplier acknowledge that they have read, understand, and have had the opportunity to be advised by legal counsel of their own choosing as to each and every one of the terms, conditions, and restrictions and the effect of all the provisions of this Agreement. Lennar and Supplier agree that the provisions shall not be construed more strictly against the party who prepared the document.

21.2 Neither this Agreement nor any delivery of materials or Work to be performed under any Purchase Order nor the right to payment under this Agreement shall be assigned by Supplier without the written consent of Lennar, which consent may be withheld at Lennar's sole discretion.

21.3 This Agreement may be assigned by Lennar to any mortgagee or subsequent owner of the project who assumes Lennar's obligations under this Agreement. Supplier shall deliver the materials and/or perform the Work and fulfill its obligations hereunder for the benefit of such assignee, so long as the assignee is making proper payment to Supplier. In the event of such assignment, Lennar shall be relieved of all liability accruing after such assignment. This Agreement shall be binding on the successors, heirs, and permitted assigns of the parties.

21.4 This Agreement, the attached Schedules and the Purchase Order(s) issued by Lennar to Supplier embody the entire agreement between Lennar and Supplier and supersede any prior understandings or oral or written agreements between the parties. This Agreement, including this provision, cannot be amended except by written instrument executed by Lennar and Supplier. Invalidation of any term or condition of this Agreement by judgment, arbitration award or court order or otherwise shall not affect the validity or enforceability of the remaining terms and conditions.

21.5 All notices given under this Agreement shall be in writing personally delivered or mailed certified or registered return receipt requested postage prepaid. Notices to Lennar and Supplier will be sent to the addresses noted in this Agreement. Either party may change the address at which it will receive notice by giving written notice in accordance with this provision.

21.6 If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect provided that the economic and legal substance of the transactions contemplated is not affected in any manner materially adverse to any party. In the event of any such determination, the parties agree to negotiate in good faith to modify this Agreement to fulfill as closely as possible the original intent and purposes hereof. To the extent permitted by law, the parties hereby to the same extent waive any provisions of law that renders any provision hereof prohibited or unenforceable in any respect.

21.7 In no event shall either party be entitled to any interest on any sum due hereunder in excess of that permitted by applicable law. Notwithstanding anything to the contrary herein, any reference herein to interest accruing on any sum due hereunder shall be deemed to be the lower of: the interest rate stated herein or the maximum rate allowed by law.

21.8 TIME IS OF THE ESSENCE OF THIS AGREEMENT. Any covenants, terms and conditions of a continuing nature shall survive final payment, completion, and acceptance of the Work and/or delivery within the time provided for under this Agreement and the applicable Purchase Order and any termination or conclusion of this Agreement and Supplier has taken into consideration and made allowances for all the hindrances and delays incident to its Work and/or deliveries.

21.9 This Agreement shall be deemed entered into in the state where the Project or job site is located and shall be interpreted and applied in accordance with the laws of the state where the Project or job site is located.

21.10 Supplier agrees to perform all of its obligations in strict accordance with the terms of this Agreement and in strict accordance with any contract and/or agreement between Lennar and any owner of the property being improved, and in complete satisfaction of such contract and/or agreement between Lennar and such owner. Such contract and/or agreement, to the extent applicable to materials, supplies and associated labor provided by Supplier, shall be deemed to be a part of this Agreement.

21.11 The venue for any disputes between Lennar and Supplier shall be as follows: (1) Third Party Actions – If Lennar is involved in litigation or arbitration with a third party and Lennar or any other party joins Supplier as a party to the litigation or arbitration, Supplier consents to be joined in that same venue; (2) Other Actions or Disputes – In all other situations, venue shall be in the state or federal court located in _____.

21.12 Upon reasonable notice, at reasonable times, and at Lennar's cost, Lennar or a third-party retained by Lennar shall have the right to access and audit Supplier's books, records and documentation for the purpose of auditing Supplier's performance of its obligations under this Agreement or Purchase Order. Supplier shall cooperate by identifying and gathering documentation relating to Supplier's performance of its obligations.

21.13 Supplier shall, upon Lennar's request and at Supplier's cost, provide training to Lennar and its Trade Partners as to any product or service provided by Supplier. Supplier and Lennar shall reasonably cooperate in choosing the time, place and frequency of such training.

21.14 To the extent of any conflict or inconsistency between the terms and conditions of the documents set forth below, whether existing or entered into at a later date, the documents shall prevail and take precedence in the order listed below:

a. This Agreement;
b. Any Purchase Order;
c. Any other agreements between Supplier and Lennar.

21.15 By signing below, the undersigned certifies that he or she is authorized to execute this Agreement and is taking this action with full authority from the principal.

21.16 This Agreement may be executed in any number of counterparts, a complete set of which shall be deemed to be an original and all of which together shall compromise but a single instrument. Signatures may be given via facsimile transmission and shall be deemed given as of the date and time of the transmission of this Agreement by facsimile to the other party.

21.17 Supplier acknowledges and understands that all information relating in any way to Lennar or its business or affairs, whether written or oral, obtained by Supplier in connection with the Work provided as part of this Agreement or otherwise and any information regarding the nature and extent of this Agreement ("Confidential Information"), shall, unless otherwise specified by Lennar in writing be deemed confidential. Supplier acknowledges and understands that Supplier's unauthorized disclosure of any Confidential Information would be extremely prejudicial to Lennar.

22 This Agreement is entered into in the state where the property is located and shall be interpreted and applied in accordance with the laws of the state where the property is located. If the foregoing is acceptable to you, please so indicate by signing and returning the original of this Contract. **IN WITNESS WHEREOF,** the parties hereto have executed this Contract as of the day and year first above written.

Lennar

By: _____

Print Name: ROBERT H. HILLIARD

Title: VICE PRESIDENT / DIVISION PRESIDENT

Supplier

By: Coastal Concrete

Print Name: Scott Hall

Title: Sales Manager

Federal I.D.# 01-0885179

License # _____

Supplier Initials SH

Contractor Initials _____

LENNAR

No Purchase Order/No Pay Policy

I have read and understand the requirements set forth in the General Requirements for all contractors on Lennar jobsites regarding variance purchase orders.

I understand that any work which may be performed without a variance purchase order (UA) will not be paid.

Signature of Representative

Scott H Wilson

Name (Please Print)

Coastal Concrete

Company Name

Aug 12, 2009

Date

ADDENDUM TO CONTRACTOR BASE AGREEMENT

SAFETY SURVEY GUIDELINES FOR CONTRACTORS

THE CONTRACTORS AGREES TO COMPLY WITH THE REQUIREMENTS OF THE OCCUPATION SAFETY AND HEALTH ACT, TO INCLUDE BUT NOT LIMITED TO THE FOLLOWING CRITERIA:

OSHA STANDARD	GENERAL GUIDELINES
PERSONAL PROTECTIVE EQUIPMENT	
HARD HAT	♦ SHALL BE WORN ON ALL CONSTRUCTION SITES (CURB TO CURB)
EYE PROTECTION	♦ IS REQUIRED WHENEVER THERE ARE FLYING PARTICLES THAT COULD STRIKE THE EYES. SUCH AS PNEUMATIC TOOLS, SAWING, JACK HAMMERING, DRILLING, SANDING, ETC.
PROPER FOOTWEAR/CLOTHING	♦ APPROPRIATE FOR THE JOB BEING DONE SUCH AS CARPENTERS WEARING A SHOE WITH A SOLE THAT WILL RESIST NAIL PENETRATION AND WEARING GLOVES, LONG SLEEVES SHIRTS AND LONG PANTS WHEN APPROPRIATE
DUST, MISTS, PAINT, FIBROUS MATERIALS	♦ DUST MASKS OR APPROPRIATE RESPIRATORY EQUIPMENT WILL BE USED
EXTERIOR FALL PROTECTION IN USE	
ROOFS	♦ A SLIDE GUARD SHALL BE USED ON ROOFS WITH A PITCH UP TO 8:12 AND EAVE IS 25 FEET OR LESS. OVER 9:12 PITCH CONVENTIONAL FALL PROTECTION SHALL BE USED.
LANDINGS	♦ IF THE LANDING IS OVER 6 FEET ABOVE THE ADJACENT SURFACE THERE MUST BE A STANDARD GUARDRAIL
DECKS	♦ IF THE DECK IS 3 FEET OR OVER ABOVE THE ADJACENT SURFACE THERE MUST BE A STANDARD GUARDRIAL
STEPS	♦ NO POINT OF ACCESS CAN HAVE A STEP GREATER THAN 19 INCHES
OPEN SIDED PLATFORMS	♦ IF THERE ARE 4 OR MORE RISERS OR 30 INCHES OF RISE, (WHICH EVER IS LESS) THEN THERE MUST BE A HANDRAIL ♦ ALL PLATFORMS 3 FEET OR MORE ABOVE THE ADJACENT SURFACE MUST BE GUARDED WITH A STANDARD GUARDRAIL
SCAFFOLDING	♦ SET UP ON FIRM SOLID GROUND ♦ NO BRICKS, BLOCKS OR SCRAP LUMBER USED TO LEVEL THE SCAFFOLD, ONLY USE PROPER LEVELING APPARATUS ♦ SCAFFOLDING OVER 10 FEET HIGH MUST HAVE GUARDRAIL,MID-RAIL AND TOE BOARD ON ALL OPEN SIDES.

Subcontractors Initials _____



ADDENDUM TO CONTRACTOR BASE AGREEMENT

SAFETY SURVEY GUIDELINES FOR CONTRACTORS

THE CONTRACTORS AGREES TO COMPLY WITH THE REQUIREMENTS OF THE OCCUPATION SAFETY AND HEALTH ACT, TO INCLUDE BUT NOT LIMITED TO THE FOLLOWING CRITERIA:

OSHA STANDARD	GENERAL GUIDELINES
INTERIOR FALL PROTECTION IN USE	
HAND RAILS	♦ STAIRS WITH MORE THAN 3 RISERS MUST BE EQUIPPED WITH A HANDRAIL LOCATED BETWEEN 30" AND 37" ABOVE THE STAIR TREAD IN-LINE WITH THE RISER ♦ HANDRAIL MUST BE CONTINUOUS AND BE LOCATED A MINIMUM OF 3" OUT FROM THE WALL STAIR RAILS
STAIR RAILS	♦ ANY STAIRS WITH AN OPEN SIDE OF 4 OR MORE RISERS MUST BE EQUIPPED WITH A STAIR RAIL ON THE OPEN SIDE ♦ STAIR RAIL SHALL BE NOT LESS THAN 36" FROM THE TOP OF THE STAIR RAIL TO THE SURFACE OF THE TREND, IN LINE WITH THE FACE OF THE RISER AT THE FORWARD EDGE OF THE TREAD
OPEN SIDED PLATFORMS	♦ ALL PLATFORMS 6 FEET OR MORE ABOVE THE ADJACENT SURFACE MUST BE GUARDED OR COVERED.
FLOOR OPENING	♦ ANY OPENING IN THE FLOOR GREATER THEN 12"x12" MUST BE PROPERLY GUARDED OR COVERED
WALL OPENINGS	♦ ANY OPENING IN THE WALL THAT IS GREATER THAN 18"x30" IS CONSIDERED TO BE A "WALL OPENING" AND MUST BE GUARDED IF THERE IS GREATER THAN A 4-FOOT FALL TO THE ADJACENT SURFACE
WINDOWS	♦ WHEN THE WINDOW HAS NOT BEEN INSTALLED AND THE DISTANCE FROM THE WINDOW SILL TO THE GROUND IS GREATER THAN 4 FEET, THE WINDOW MUST BE GUARDED AS FOLLOWS: o IF THE SILL HEIGHT IS BETWEEN 12" AND 39" ABOVE THE FLOOR THERE MUST BE A STANDARD GUARDRAIL LOCATED AT 42" HIGH o IF THE SILL HEIGHT IS BETWEEN 4" AND 12" ABOVE THE FLOOR THERE MUST BE A STANDARD GUARDRAIL AT 42" AND A MID-RAIL HALFWAY BETWEEN THE SILL AND THE GUARDRAIL o IF THE SILL HEIGHT IS LESS THEN 4" ABOVE THE FLOOR THERE MUST BE A STANDARD GUARDRAIL, MID-RAIL AND A 4" TOE BOARD
SCAFFOLDING	♦ SET UP ON FIRM SOLID GROUND ♦ NO BRICKS, BLOCKS OR SCRAP LUMBER USED TO LEVEL THE SCAFFOLD, ONLY USE PROPER LEVELING APPARATUS ♦ SCAFFOLDING OVER 10 FEET HIGH MUST HAVE GUARDRAIL, MID-RAIL, AND TOE BOARD ON ALL OPEN SIDES.

Subcontractors Initials _____

ADDENDUM TO CONTRACTOR BASE AGREEMENT

SAFETY SURVEY GUIDELINES FOR CONTRACTORS

THE CONTRACTORS AGREES TO COMPLY WITH THE REQUIREMENTS OF THE OCCUPATION SAFETY AND HEALTH ACT, TO INCLUDE BUT NOT LIMITED TO THE FOLLOWING CRITERIA:

OSHA STANDARD	GENERAL GUIDELINES
LADDERS	
GOOD CONDITION	♦ NO JOB BUILT LADDERS ♦ NO BROKEN SIDE RAILS OR STEPS ♦ NO HOMEMADE REPAIR ♦ ALL BRACES INSTALLED BY THE MANUFACTURER ARE IN PLACE AND UNDAMAGED.
PROPER USE	♦ USED ACCORDING TO MANUFACTURERS SAFE USE INSTRUCTIONS. EXAMPLE: STEPLADDERS MUST BE OPENED AND RESTING ON ALL 4 FEET ♦ EXTENSION LADDERS MUST EXTEND A MINIMUM OF 3' PAST THE WORKING PLATFORM
TRENCHING & EXCAVATION	
PROTECTIVE SYSTEM	♦ IF THE EXCAVATION IS 5-FEET OR DEEPER THEN A PROTECTIVE SYSTEM MUST BE USED, PROTECTIVE SYSTEM INCLUDE: o SLOPING o SHORING o BENCHING ♦ THE PROTECTIVE SYSTEM ALLOWED WILL DEPEND ON THE SOIL CLASSIFICATION (TYPE A, B OR C SOIL)
PERIMETER GUARDING	♦ IF THE EXCAVATION, TRENCH, OR POOL COULD POSE A FALL HAZARD TO WORKERS ON THE JOB, OR THE GENERAL PUBLIC THERE NEEDS TO BE A BARRIER IN PLACE THAT WILL RESTRICT ACCESS ON THE SITE
POWER TOOLS	
CONDITION	♦ NO BROKEN HANDLES, SWITCHES OR CASINGS
GUARDS	♦ ALL GUARDS MUST BE IN OPERATIONAL CONDITION AND FUNCTIONING
CORDS	♦ NO BREAKS IN THE INSULATION ♦ BE OF THE SIZE AND TYPE SPECIFIED BY THE MANUFACTURE

Subcontractors Initials _____

ADDENDUM TO CONTRACTOR BASE AGREEMENT

SAFETY SURVEY GUIDELINES FOR CONTRACTORS

THE CONTRACTORS AGREES TO COMPLY WITH THE REQUIREMENTS OF THE OCCUPATION SAFETY AND HEALTH ACT, TO INCLUDE BUT NOT LIMITED TO THE FOLLOWING CRITERIA:

OSHA STANDARD	GENERAL GUIDELINES
EXTENSION CORDS	
CONDITION	♦ NO BREAKS IN THE INSULATION
	♦ NO SPLICES IN THE CORD
	♦ NO SPLICES IN THE CORD
PROPER GROUND	♦ EQUIPPED WITH GROUND PRONGS
GFI PROTECTED	♦ ALL EXTENSION CORDS MUST BE PROVIDED WITH A GFCI AS CLOSE TO THE POWER SOURCE AS POSSIBLE, OR BE COVERED BY WRITTEN "ASSURED EQUIPMENT GROUNDING" PROGRAM
	♦ MUST HAVE STRAIN RELIEF; ALL CORDS MUST BE PROPERLY TIED OFF TO TEMPORARY POLE OR GENERATOR TO PREVENT PARTIAL DISCONNECTION
TANKS	
STORED & SECURED	♦ ALL TANKS MUST BE: o STORED ON A FIRM LEVEL SURFACE o SECURED FROM FALLING OVER o AREA DESIGNATED "NO SMOKING" WITHIN 100 FEET o IN AN AREA THAT PROTECTS THEM FROM BEING STRUCK BY EQUIPMENT AND VEHICLES o IF THERE IS OVER 500 POUNDS IN TOTAL QUANTITY THE STORAGE AREA, CAN NOT BE WITHIN 25 FEET OF ANY BUILDING OR STRUCTURE
OUT OF THE HOMES	♦ NO LP TANKS ARE TO BE STORED IN A HOME
GROUND FAULT PROTECTION	
GFCI TEMP. POLES	♦ ALL TEMPORARY POWER POLES MUST PROVIDE GFCI PROTECTION ♦ GFCI BREAKERS MUST BE CHECKED BEFORE USING TO INSURE THEY ARE WORKING
GENERATOR GFCI PROTECTED	♦ IF THE GENERATOR IS OVER 5 KW IT MUST BE GROUNDED
	♦ ALL TEMPORARY POWER MUST BE EQUIPPED WITH GFCI PROTECTION

Subcontractors Initials SHW

ADDENDUM TO CONTRACTOR BASE AGREEMENT

SAFETY SURVEY GUIDELINES FOR CONTRACTORS

THE CONTRACTORS AGREES TO COMPLY WITH THE REQUIREMENTS OF THE OCCUPATION SAFETY AND HEALTH ACT, TO INCLUDE BUT NOT LIMITED TO THE FOLLOWING CRITERIA:

OSHA STANDARD	GENERAL GUIDELINES
GENERATORS, COMPRESSORS AND MIXERS	
CONDITIONS	♦ MUST BE IN GOOD WORKING ORDER
GUARDS	♦ NO BROKEN, MISSING OR MODIFIED COMPONENTS
	♦ ALL MOVING PARTS, ROLLERS BLADED GEARS, PULLEYS, AND PINCH POINTS ARE TO BE GUARDED
CORDS & HOSES	♦ ARE TO BE IN GOOD CONDITION WITH NO BREAKS OR HOMEMADE REPAIRS
	♦ ALL CORDS AND HOSES ARE TO BE OF THE TYPE AND SIZE SPECIFIED BY THE MANUFACTURER
HOUSEKEEPING	
MATERIAL STORED PROPERLY	♦ MATERIAL STORED IN A MANNER THAT WOULD NOT POSE A HAZARD ♦ DRYWALL, PLYWOOD, OSB AND FLOORING STACKED FLAT
	♦ STACKED IN A MANNER THAT WOULD RESIST FALLING
WORK AREAS /PASSAGEWAYS	♦ CLEARS OF DEBRIS, FORM AND SCRAP LUMBER, LUMBER WITH NAILS
COMBUSTIBLES STORAGE	♦ COMBUSTIBLES AND FLAMMABLES STORED IN AN APPROPRIATE AREA THAT IS IDENTIFIED
	♦ FLAMMABLE AND COMBUSTIBLE LIQUIDS STORED IN AN APPROVED METAL SYSTEM CAN

LENNAR AND US HOME CORPORATION:

BY: _____

Print Name: Robert W. Hilliard

Title: Division President

DATE: 9/2/09

SUBCONTRACTOR:

Company Name: Combs Concrete

Print Name: Scott H Wilson

Signature: _____

DATE: Aug 12, 2009

Subcontractors Initials _____

Scope of Work Contractor
Schedule A to Contractor Base Agreement

General

- Contractor/supplier shall provide a 24-hour emergency service 7 days a week.
- Contractor/supplier shall respond to emergencies within four hours of initial call via phone. All repair work is to be completed within twenty-four hours of the initial call.
- The following job site rules must be adhered to by the contractor/supplier:
  - No vehicles permitted on driveways, flatwork, or in garages.
  - No parking in alleys.
  - No eating, smoking, or loud music inside any home.
  - All trash to be placed in designated area. Area to be kept clean. Homes swept clean.
  - No appliances or toilet facilities are to be used inside the homes.
  - Work is only allowed when the Construction Manager is in the community.

  A fine of $50.00 for the first offense and $100.00 for the second offense will be charged for violation of any of these rules. These fines will be collected by way of back charge from the contractor/supplier's check. Further violations will be subject to further fines and/or dismissal of contractor/supplier.
- No alcoholic or controlled substances in the community. A fine of $100.00 for the first offense will be charged for violation of this rule. This fine will be collected by way of back charge from the contractor/supplier's check. Any further violation of this rule will be subject to dismissal of contractor/supplier.
- It is the responsibility of your company to obey and observe safety regulations as set forth by O.S.H.A. while performing work for Lennar Homes. Any fines levied due to non-compliance of O.S.H.A. regulations by contractor/supplier or contractor/supplier's agents will be the sole responsibility of the contractor/supplier and will be charged back to the contractor/supplier accordingly. Lennar Homes will also impose fines for safety violations. The amount of these fines will vary on the violations and the number of offenses.
- There will be no partial payment for incomplete work.
- Contractor is required to have a current Contractor Base Agreement, Schedule A, Schedule B and Schedule C to the Contractor Base Agreement on file prior to starting any work.

Contractor/Supplier Signature

Aug 12, 2009
Date

12/29/05

ADDENDUM "A"
TO SUBCONTRACTOR BASE AGREEMENT
STORM WATER COMPLIANCE

The provisions of this Addendum are hereby incorporated into the Subcontractor Base Agreement dated August 12, 2009 **by and between Lennar Carolinas, LLC. ("Contractor") and** Coastal Concrete **("Subcontractor").**

Subcontractor shall comply with Contractor's Storm Water Pollution Prevention Plan ("SWPPP"), applicable storm water permit ("Permit"), and Contractor's Storm Water Compliance Guidelines ("Guidelines"). Subcontractor shall implement the Best Management Practices ("BMPs"), set forth in the SWPPP, for any work that it performs on the job site. A copy of the SWPPP, Guidelines and Permit are available at the construction office. Contractor shall be entitled to recover from Subcontractor all fines, fees, expenses and other penalties assessed by any governmental body due to Subcontractor's violation of the Permit or its obligations herein. SUBCONTRACTOR HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS CONTRACTOR FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, ATTORNEYS' FEES, EXPENSES, OR LIAILITIES OF ANY TYPE OR NATURE, INCLUDING WITHOUT LIMITATION, ANY AND ALL FINES OR OTHER PENALTIES, CIVIL OR CRIMINAL, ARISING OUT OF ANY VIOLATION OF THE PERMIT OR ANY OF SUBCONTRACTOR'S OBLIGATIONS HEREIN, CAUSED IN WHOLE OR IN PART, BY THE WRONGFUL ACTS OR OMISSIONS OF SUBCONTRACTOR, OR OTHERWISE CAUSED IN WHOLE OR IN PART BY SUBCONTRACTOR'S FAILURE TO COMPY WITH THE OBLIGATIONS IN THIS PARAGRAPH. Subcontractor acknowledges that failure to adhere to the requirements of the SWPPP, Guidelines or Permit constitutes a material default of its contractual obligations herein, and Contractor may, without prejudice to any other right or remedy, remove Subcontractor from the job site, terminate this Contract, and retain a separate subcontractor to complete Subcontractor's obligations in this contract (the "Completion Subcontractor"). In the event of termination, subcontractor shall be entitled to receive no further monies unless and until the Subcontractor's scope of work is completed by the Completion Subcontractor.

CONTRACTOR: LENNAR CAROLINAS, LLC.	SUBCONTRACTOR:
	Coastal Concrete
By:	By:
Name: Robert A Holland	Name: Scott A Hall
Title: DIV. PRES	Title: Sales Mgr
Date: 9/2/09	Date: Aug 12, 2009

12/29/04

ADDENDUM "B"
TO SUBCONTRACTOR BASE AGREEMENT
Customer Appreciation Gifts or Events

The provisions of this Addendum are hereby incorporated into the Subcontractor Base Agreement dated Aug 12, 2009 **by and between Lennar Carolinas, LLC. ("Contractor") and** Coastal Concrete **("Subcontractor").**

Because Lennar appreciates the efforts of its subcontractors and their employees, Lennar periodically gives its subcontractors and subcontractors' employees' customary and nominal tokens of its appreciation, such as, without limitation, logo and non-logo apparel, rounds of golf, spa days, meals, materials and other "customer appreciation" gifts or outings. Subcontractor acknowledges and agrees that Lennar's giving such tokens of appreciation to Subcontractor or Subcontractor's employees is customary in the industry and does not constitute an attempt to improperly influence Subcontractor or Subcontractor's employees and does not and will not give rise to any claims for civil or criminal misconduct. Lennar fully understands that as a consequence of accepting and tokens of appreciation from Lennar, Subcontractor or Subcontractor's employees will be under no obligation to Lennar other than those contained in this Subcontract Agreement. In order to ensure that Subcontractor is aware of this practice, Subcontractor expressly agrees that Lennar may, at Lennar's sole discretion, without any obligation on the part of Lennar and without further notice to Subcontractor, provide similar tokens of appreciation to Subcontractor or Subcontractor's employees without the need to obtain additional written or verbal consent from Subcontractor.

CONTRACTOR: LENNAR CAROLINAS, LLC.		SUBCONTRACTOR:	
By:		By:	Coastal Concrete
Name:	Robert A. Hollowell	Name:	Scott H White
Title:	DIV. PRES	Title:	Sole Member
Date:	9/2/09	Date:	August 12, 2009

12/29/04

ADDENDUM "D"
TO SUBCONTRACTOR BASE AGREEMENT
No Gifts

The provisions of this Addendum are hereby incorporated into the Subcontractor Base Agreement dated Aug 12, 2009 **by and between Lennar Carolinas, LLC. ("Contractor") and** Coastal Concrete **("Subcontractor").**

Neither Subcontractor nor any partner, director, employee, or agent of Subcontractor shall, without specific written authorization of Contractor, give or receive from any commission, fee, rebate, gift or loan of significant cost or value to any person or entity in connection with or as a result of Subcontractor's Work provided hereunder (excluding Gifts from Contractor pursuant to Addendum "B" to Subcontractor Base Agreement), including, without limitation, to any officer or employee of any government, department, agency or instrumentality, to influence any decision, or to gain any other advantage for Contractor or Subcontractor. Subcontractor shall not (a) enter into any business arrangement with any partner or employee of Contractor, or any affiliate of same other than one acting in a capacity as a representative of Contractor or such affiliate in accordance with this Agreement and with the prior written approval of Contractor or (b) engage in any employment or enter into any contract or agreement that conflicts with Subcontractor's obligations under this Agreement. In the event of a violation of this Addendum "D" to Subcontractor Base Agreement, Subcontractor shall pay to Contractor any and all amounts received by Subcontractor or any other individual or entity described above, however, such payment shall not limit, or operate as a waiver of, any other legal or equitable rights which Contractor may have against Subcontractor at law, in equity, or under this Agreement. Due to the nature of this transaction and the potential exposure to various forms of fines, penalties, sanctions and other damages to Contractor's business and reputation, all of which are, at the date of executing this Agreement, impractical and extremely difficult to ascertain in advance, Contractor and Subcontractor agree that if Contractor terminates this Agreement due to the breach of this Addendum "D" to Subcontractor Base Agreement, then, as the a monetary remedy for such breach and at Contractor's election and, as liquidated damages and not as a penalty, Subcontractor agrees that Subcontractor shall not be paid any amounts billed but unpaid for Subcontractor's compensation for Work completed prior to the Termination Date. This provision shall not be construed as a waiver of Contractor's right to obtain temporary or permanent injunctive relief for any breach or threatened breach by Subcontractor of this Subcontractor Base Agreement. In addition to the remedies available under Addendum "D" to Subcontractor Base Agreement, and at Contractor's election, Contractor shall also be entitled to all available remedies in law or in equity for breach of this Subcontractor Base Agreement, including, but not limited to rescission, actual and/or consequential damages.

CONTRACTOR: LENNAR CAROLINAS, LLC.		SUBCONTRACTOR: Coastal Concrete
By:		By:
Name:	Robert H. Hallman	Name: Scott Hall
Title:	DIV. PRES	Title: Sales Manager
Date:	9/2/09	Date: Aug 12, 2009

ADDENDUM "E"
TO SUBCONTRACTOR BASE AGREEMENT
Immigration

The provisions of this Addendum are hereby incorporated into the Subcontractor Base Agreement dated Aug 12, 2009 **by and between Lennar Carolinas, LLC. ("Contractor") and** Central Concrete **("Subcontractor").**

Subcontractor specifically warrants and agrees it (i) shall not knowingly hire or continue to employ aliens not authorized to work in the United Sates, (ii) has and shall continue to verify the employment documentation specified in the Immigration Act, and (iii) has and shall properly complete and retain the Immigration and Naturalization Service's Form I-9 for all its employees covered by the Immigration Act. Subcontractor agrees to defend, indemnify and hold Contractor free and harmless from and against any claims or charges asserted or filed against and any judgments, fines, penalties and assessments entered against Contractor arising from or as the result of the employment or engagement of any person inconsistent with the forgoing promises or the laws of the United States. In addition, should Subcontractor fail to comply with this Addendum, Contractor shall have the right to rescind this Agreement and/or declare Subcontractor in default under this Agreement and as a result Contractor will be entitled to all direct, indirect, consequential, impact, or other costs, expenses, or damages, included but not limited to costs, loss of organization, lost profits, or attorneys' fees arising out of or as a result of Subcontractor's breach of this Section. Furthermore, at Contractor's sole discretion and as a monetary remedy for such breach, Contractor may, as liquidated damages and not as a penalty, withhold all or any portion of payments owed to Subcontractor for any work completed but unpaid prior to Subcontractor's breach.

CONTRACTOR: LENNAR CAROLINAS, LLC.		SUBCONTRACTOR:	
By:		By:	
Name:	Roberto A. Arellano	Name:	Scott Hall
Title:	DM - Pubs	Title:	Sales Manager
Date:	9/2/09	Date:	Aug 12, 2009

Lennar Carolinas, LLC.
Acknowledgement of Independent Contractor Status

The undersigned has contracted on a temporary non-exclusive basis to provide services for the benefit of LENNAR CAROLINAS, LLC. The undersigned acknowledges, agrees and understands that it is an independent contractor and not an employee of LENNAR CAROLINAS, LLC. The undersigned will provide or purchase at its own expense all equipment necessary to perform the required services. The undersigned agrees not to represent to customers of LENNAR CAROLINAS, LLC. that it is an employee of LENNAR CAROLINAS, LLC. LENNAR CAROLINAS, LLC. will not withhold any sums from payments to the undersigned for payment of any state or federal income taxes. The undersigned acknowledges and agrees that it is not entitled to coverage under LENNAR CAROLINAS, LLC.'s Workers' Compensation Insurance policy, and the undersigned acknowledges and agrees to maintain Workers' Compensation Insurance for all its employees. The undersigned agrees that it will be solely responsible and liable for payment of any state or federal income taxes. The undersigned is also solely responsible for any medical or death benefits which it may wish to maintain. In the event that you are uninsured, contractor hereby acknowledges that it is not covered under LENNAR CAROLINAS, LLC.'s general liability insurance.

Signed

Scott H Wilson
Printed Name

Coastal Concrete
Company Name

135 Goshen Rd GA Suite 120
Address

Ringo, GA. 31326
City, State, Zip Code

01-0885179
Social Security Number or Federal ID#

Aug 12, 2009
Date

12/29/05

SERVICE COMMITMENT

In order to provide exceptional customer service, Lennar Homes enforces the following rules for service.

- **Be on time for appointments. If delays occur, call and inform the Customer Care Representative to allow them to notify the homeowner and reschedule.**
- **Park on the street, not on the homeowner's driveway.**
- **Remove shoes when performing interior work.**
- **No smoking inside of home.**
- **Have necessary materials and tools to perform needed work.**
- **Clean up any dust, debris, or scraps left by the work.**

Signed

Scott H Wilson

Printed Name

Coastal Concrete

Company Name

01-0685179

Social Security Number or Federal ID#

Aug 12, 2009

Date

12/29/05

LENNAR

3901 N. Kings Hwy, STE 22
Myrtle Beach, SC 29577

To: Trade Partners

From: Mike Foster, VP Supply Chain

Date: 8/12/2009

Subject: New Payment Terms

Dear Valued Trade Partner,

As a new Trade Partner, it is essential you select the appropriate payment terms that best fits your business operation. Please review and select one of two options below:

_____ A. Weekly payment plan, receiving payment for work completed approximately seven to ten days after. Due to the extra resources required to make those payments within that time period after work completion, Lennar will invoke an early payment discount of 0.5% or 50 cents on every hundred dollars.

__X__ B. Payment terms will be Net 30 days. This means payment for work completed will be received approximately 30 days after completion. **Trade Partners will still receive checks on a weekly basis under this plan, but the payments will be for services / materials provided approximately 30 days prior.

Lennar greatly appreciates its relationships with all of its Trade Partners and would like to thank each of you in advance for your continued hard work and support. If you have any questions, please contact Mike Foster at 813-478-4456.

As Principal representative of the company, you agree to the payment terms checked above, please sign below:

Trade Partner | Company | Date | Division

Sincerely,

Mike Foster
VP Supply Chain
Lennar Corporation

Memo

FOR INTERNAL USE ONLY

EXHIBIT 34

TO EXHIBIT A – AFFIDAVIT OF ROBERT MAUCH

Department of State: Division of Corporations

Allowable Characters

HOME
About Agency
Secretary's Letter
Newsroom
Frequent Questions
Related Links
Contact Us
Office Location

SERVICES
Pay Taxes
Bulk Tax Payment (alternative entity payment only)
File UCC's
Delaware Laws Online
Name Reservation
Entity Search
Status
Validate Certificate
Customer Service Survey

INFORMATION
Corporate Forms
Corporate Fees
UCC Forms and Fees
Taxes
Expedited Services
Service of Process
Registered Agents
GetCorporate Status
Submitting a Request
How to Form a New Business Entity
Certifications, Apostilles & Authentication of Documents

Frequently Asked Questions View Search Results

Entity Details

THIS IS NOT A STATEMENT OF GOOD STANDING

File Number:	4729018	Incorporation Date / Formation Date:	9/9/2009 (mm/dd/yyyy)
Entity Name:	COASTAL CONCRETE SOUTHEAST II, LLC		
Entity Kind:	Limited Liability Company	Entity Type:	General
Residency:	Domestic	State:	DELAWARE

REGISTERED AGENT INFORMATION

Name:	THE CORPORATION TRUST COMPANY		
Address:	CORPORATION TRUST CENTER 1209 ORANGE ST		
City:	WILMINGTON	County:	New Castle
State:	DE	Postal Code:	19801
Phone:	302-658-7581		

Additional Information is available for a fee. You can retrieve Status for a fee of $10.00 or more detailed information including current franchise tax assessment, current filing history and more for a fee of $20.00.

Would you like ○ Status ○ Status,Tax & History Information | Submit

Back to Entity Search

For help on a particular field click on the Field Tag to take you to the help area.

South Carolina
Secretary of State
Mark Hammond

COASTAL CONCRETE SOUTHEAST, LLC

Note:This online database was last updated on 3/16/2016 3:07:44 AM.
See our Disclaimer.

DOMESTIC / FOREIGN:	Foreign
STATUS:	Dissolved
STATE OF INCORPORATION / ORGANIZATION:	DELAWARE Profit

REGISTERED AGENT INFORMATION

REGISTERED AGENT NAME:	SERVICE ADDRESS
ADDRESS:	118 PIPEMAKERS CIR, STE 100
CITY:	POOLER, GA 31322
STATE:	SC
ZIP:	
SECOND ADDRESS:	

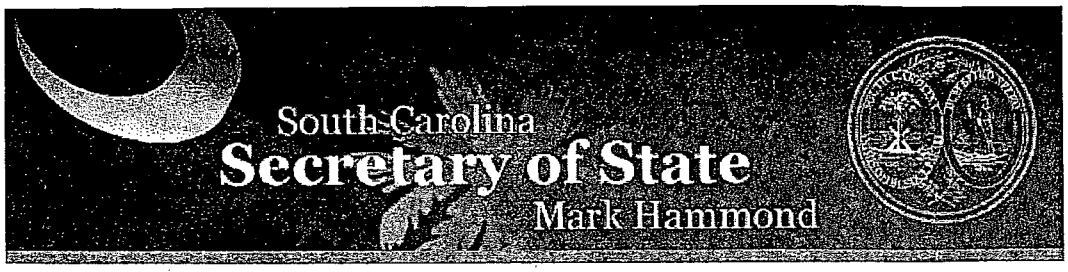
FILE DATE:	02/27/2007
EFFECTIVE DATE:	02/27/2007
DISSOLVED DATE:	07/07/2011

Corporation History Records

CODE	FILE DATE	COMMENT	Document
Withdrawal	07/07/2011	CANCELLATION	
Foreign LLC	02/27/2007	AT WILL	

Disclaimer: The South Carolina Secretary of State's Business Filings database is provided as a convenience to our customers to research information on business entities filed with our office. Updates are uploaded every 48 hours. Users are advised that the Secretary of State, the State of South Carolina or any agency, officer or employee of the State of South Carolina does not guarantee the accuracy, reliability or timeliness of such information, as it is the responsibility of the business entity to inform the Secretary of State of any updated information. While every effort is made to insure the reliability of this information, portions may be incorrect or not current. Any person or entity who relies on information obtained from this database does so at his own risk.

Physical Address: Edgar Brown Building - 1205 Pendleton Street Suite 525 Columbia, SC 29201
Mailing Address: SC Secretary of State's Office 1205 Pendleton Street Suite 525 Columbia, SC 29201



COASTAL CONCRETE SOUTHEAST II, LLC

Note:This online database was last updated on 3/16/2016 3:07:44 AM.
See our Disclaimer.

DOMESTIC / FOREIGN:	Foreign
STATUS:	Good Standing
STATE OF INCORPORATION / ORGANIZATION:	DELAWARE Profit

REGISTERED AGENT INFORMATION

REGISTERED AGENT NAME:	C T CORPORATION SYSTEM
ADDRESS:	2 Office Park Court
CITY:	Columbia
STATE:	SC
ZIP:	29223
SECOND ADDRESS:	Suite 103
FILE DATE:	11/06/2009
EFFECTIVE DATE:	11/06/2009
DISSOLVED DATE:	/ /

Corporation History Records

CODE	FILE DATE	COMMENT	Document
Agent	05/06/2010	CH AGT ADDRESS	
Foreign LLC	11/06/2009	AT WILL	

Disclaimer: The South Carolina Secretary of State's Business Filings database is provided as a convenience to our customers to research information on business entities filed with our office. Updates are uploaded every 48 hours. Users are advised that the Secretary of State, the State of South Carolina or any agency, officer or employee of the State of South Carolina does not guarantee the accuracy, reliability or timeliness of such information, as it is the responsibility of the business entity to inform the Secretary of State of any updated information. While every effort is made to insure the reliability of this information, portions may be incorrect or not current. Any person or entity who relies on information obtained from this database does so at his own risk.

Physical Address: Edgar Brown Building - 1205 Pendleton Street Suite 525 Columbia, SC 29201
Mailing Address: SC Secretary of State's Office 1205 Pendleton Street Suite 525 Columbia, SC 29201

EXHIBIT 35

TO EXHIBIT A – AFFIDAVIT OF ROBERT MAUCH

Vendor Payment

Division: CRS - Coastal Carolinas
Job: - All Jobs -
Date Type: Check Date
Voucher #:

Subdivision: The Abbey at Spring Grove-1886760
Supplier: - All Suppliers -
Date Range: 5/1/2011 to 11/17/2015

Check #:
Order #:
Invoice #:

The Abbey at Spring Grove-1886760	18867600002 - 204 Maywood Drive	M-Flatwork-Lmbr/Steel [7654509 - 15393359-000] [OP] [A]	5/14/2012	Coastal Concrete Southeast II LLC	15393359-000	16040952/15 393359	24128	6/12/2012	($159.84)	Machine Check
The Abbey at Spring Grove-1886760	18867600001 - 202 Maywood Drive	M-Flatwork - Concrete [7654509 - 15393279-000] [OP] [A]	5/14/2012	Coastal Concrete Southeast II LLC	15393279-000	16040843/15 393279	24128	6/12/2012	($719.28)	Machine Check
The Abbey at Spring Grove-1886760	18867600003 - 206 Maywood Drive	M-Flatwork - Concrete [7654509 - 15401634-000] [OP] [A]	5/14/2012	Coastal Concrete Southeast II LLC	15401634-000	16041029/15 401634	24128	6/12/2012	($719.28)	Machine Check
The Abbey at Spring Grove-1886760	18867600001 - 202 Maywood Drive	M-Flatwork-Lmbr/Steel [7654509 - 15393280-000] [OP] [A]	5/14/2012	Coastal Concrete Southeast II LLC	15393280-000	16040844/15 393280	24128	6/12/2012	($159.84)	Machine Check
The Abbey at Spring Grove-1886760	18867600002 - 204 Maywood Drive	M-Flatwork - Concrete [7654509 - 15393358-000] [OP] [A]	5/14/2012	Coastal Concrete Southeast II LLC	15393358-000	16040951/15 393358	24128	6/12/2012	($719.28)	Machine Check
The Abbey at Spring Grove-1886760	18867600003 - 206 Maywood Drive	M-Flatwork-Lmbr/Steel [7654509 - 15401635-000] [OP] [A]	5/14/2012	Coastal Concrete Southeast II LLC	15401635-000	16041030/15 401635	24128	6/12/2012	($159.84)	Machine Check
								Total for Check 24128:	($2,637.36)	
The Abbey at Spring Grove-1886760	18867600014 - 228 Maywood Drive	M-Foundation-Concrete (For Pouring Slab) [7654509 - 15971573-000] [OP] [A]	11/20/2012	Coastal Concrete Southeast II LLC	15971573-000	24658159/15 971573	75652	12/19/2012	($3,790.80)	Machine Check
The Abbey at Spring Grove-1886760	18867600016 - 232 Maywood Drive	M-Foundation-Concrete (For Pouring Slab) [7654509 - 15929794-000] [OP] [A]	11/20/2012	Coastal Concrete Southeast II LLC	15929794-000	24658153/15 929794	75652	12/19/2012	($4,633.20)	Machine Check
								Total for Check 75652:	($8,424.00)	
The Abbey at Spring Grove-1886760	18867600004 - 208 Maywood Drive	M-Flatwork - Concrete [7654509 - 16488349-000] [OP]	12/21/2012	Coastal Concrete Southeast II LLC	16488349-000	25875744/16 488349	83792	1/23/2013	($729.00)	Machine Check
The Abbey at Spring Grove-1886760	18867600015 - 230 Maywood Drive	M-Flatwork - Concrete [7654509 - 15929768-000] [OP] [A]	12/21/2012	Coastal Concrete Southeast II LLC	15929768-000	25875716/15 929768	83792	1/23/2013	($729.00)	Machine Check
								Total for Check 83792:	($1,458.00)	
The Abbey at Spring Grove-1886760	18867600021 - 242 Maywood Drive	M-Flatwork - Concrete [7654509 - 16954989-000] [OP]	2/14/2013	Coastal Concrete Southeast II LLC	16954989-000	28819275/16 954989	98396	3/12/2013	($729.00)	Machine Check
The Abbey at Spring Grove-1886760	18867600022 - 244 Maywood Drive	EPO: M-Foundation-Concrete (For Pouring Slab) [7654509 - 17323020-0001 [UA]	2/11/2013	Coastal Concrete Southeast II LLC	17323020-000	28680060/17 323020	98396	3/12/2013	($84.24)	Machine Check

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Vendor Payment

Division: CRS - Coastal Carolinas
Job: - All Jobs -
Date Type: Check Date
Voucher #:

Subdivision: The Abbey at Spring Grove-1886760
Supplier: - All Suppliers -
Date Range: 5/1/2011 to 11/17/2015

Check #:
Order #:
Invoice #:

The Abbey at Spring Grove-1886760	18867600022 - 244 Maywood Drive	M-Flatwork - Concrete [7654509 - 16955066-000] [OP]	2/14/2013	Coastal Concrete Southeast II LLC	16955066-000	28819279/16955066	98396	3/12/2013	($729.00)	Machine Check
The Abbey at Spring Grove-1886760	18867600021 - 242 Maywood Drive	EPO: M-Foundation-Concrete (For Pouring Slab) [7654509 - 17323019-000] [UA]	2/11/2013	Coastal Concrete Southeast II LLC	17323019-000	28680059/17323019	98396	3/12/2013	($84.24)	Machine Check
								Total for Check 98396:	($1,626.48)	
The Abbey at Spring Grove-1886760	18867600017 - 234 Maywood Drive	EPO: M-Flatwork - Concrete [7654509 - 18085467-000] [UA]	5/10/2013	Coastal Concrete Southeast II LLC	18085467-000	34360666/18085467	126125	6/4/2013	($85.05)	Machine Check
The Abbey at Spring Grove-1886760	18867600027 - 254 Maywood Drive	M-Flatwork-Lmbr/Steel [7654509 - 15926600-000] [OP] [A]	5/7/2013	Coastal Concrete Southeast II LLC	15926600-000	34360563/15926600	126125	6/4/2013	($170.10)	Machine Check
The Abbey at Spring Grove-1886760	18867600015 - 230 Maywood Drive	EPO: M-Flatwork-Lmbr/Steel [7654509 - 18085433-000] [UA]	5/10/2013	Coastal Concrete Southeast II LLC	18085433-000	34360657/18085433	126125	6/4/2013	($85.05)	Machine Check
The Abbey at Spring Grove-1886760	18867600004 - 208 Maywood Drive	EPO: M-Flatwork-Lmbr/Steel [7654509 - 18085441-000] [UA]	5/10/2013	Coastal Concrete Southeast II LLC	18085441-000	34360664/18085441	126125	6/4/2013	($85.05)	Machine Check
The Abbey at Spring Grove-1886760	18867600016 - 232 Maywood Drive	EPO: M-Flatwork-Lmbr/Steel [7654509 - 18085435-000] [UA]	5/10/2013	Coastal Concrete Southeast II LLC	18085435-000	34360658/18085435	126125	6/4/2013	($85.05)	Machine Check
The Abbey at Spring Grove-1886760	18867600028 - 253 Maywood Drive	EPO: M-Flatwork - Concrete [7654509 - 18085437-000] [UA]	5/10/2013	Coastal Concrete Southeast II LLC	18085437-000	34360661/18085437	126125	6/4/2013	($85.05)	Machine Check
The Abbey at Spring Grove-1886760	18867600014 - 228 Maywood Drive	EPO: M-Flatwork-Lmbr/Steel [7654509 - 18085431-000] [UA]	5/10/2013	Coastal Concrete Southeast II LLC	18085431-000	34360656/18085431	126125	6/4/2013	($85.05)	Machine Check
								Total for Check 126125:	($680.40)	
The Abbey at Spring Grove-1886760	18867600027 - 254 Maywood Drive	M-Foundation-Concrete (For Pouring Slab) [7654509 - 15926538-000] [OP] [A]	11/15/2012	Coastal Concrete Southeast II LLC	15926538-000	24355326/15926538	73027	12/11/2012	($4,633.20)	Machine Check
The Abbey at Spring Grove-1886760	18867600028 - 253 Maywood Drive	M-Foundation-Concrete (For Pouring Slab) [7654509 - 16468198-000] [OP]	11/15/2012	Coastal Concrete Southeast II LLC	16468198-000	24355335/16468198	73027	12/11/2012	($3,622.32)	Machine Check
								Total for Check 73027:	($8,255.52)	

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Vendor Payment

Division: CRS - Coastal Carolinas
Job: - All Jobs -
Date Type: Check Date
Voucher #:

Subdivision: The Abbey at Spring Grove-1886760
Supplier: - All Suppliers -
Date Range: 5/1/2011 to 11/17/2015

Check #:
Order #:
Invoice #:

The Abbey at Spring Grove-1886760	18867600016 - 232 Maywood Drive	**Edit/see notes** EPO: M-Foundation-Concrete (For Pouring Slab) [7654509 - 16905232-000] [UA]	12/7/2012	Coastal Concrete Southeast II LLC	16905232-000	25284703/16 905232	77685	1/2/2013	($229.50)	Machine Check
The Abbey at Spring Grove-1886760	18867600017 - 234 Maywood Drive	M-Foundation-Concrete (For Pouring Slab) [7654509 - 16856153-000] [OP]	12/6/2012	Coastal Concrete Southeast II LLC	16856153-000	25284682/16 856153	77685	1/2/2013	($4,212.00)	Machine Check
The Abbey at Spring Grove-1886760	18867600014 - 228 Maywood Drive	**Edit / See notes ** EPO: M-Foundation-Concrete (For Pouring Slab) [7654509 - 16905223-000] [UA]	12/7/2012	Coastal Concrete Southeast II LLC	16905223-000	25284696/16 905223	77685	1/2/2013	($148.50)	Machine Check
The Abbey at Spring Grove-1886760	18867600015 - 230 Maywood Drive	M-Foundation-Concrete (For Pouring Slab) [7654509 - 15929700-000] [OP] [A]	12/4/2012	Coastal Concrete Southeast II LLC	15929700-000	25284586/15 929700	77685	1/2/2013	($3,622.32)	Machine Check
The Abbey at Spring Grove-1886760	18867600004 - 208 Maywood Drive	M-Foundation-Concrete (For Pouring Slab) [7654509 - 16488287-000] [OP]	12/7/2012	Coastal Concrete Southeast II LLC	16488287-000	25284666/16 488287	77685	1/2/2013	($4,633.20)	Machine Check
The Abbey at Spring Grove-1886760	18867600028 - 253 Maywood Drive	**Edit / See notes ** EPO: M-Foundation-Concrete (For Pouring Slab) [7654509 - 16905238-000] [UA]	12/7/2012	Coastal Concrete Southeast II LLC	16905238-000	25284711/16 905238	77685	1/2/2013	($143.10)	Machine Check
								Total for Check 77685:	($12,988.62)	
The Abbey at Spring Grove-1886760	18867600018 - 236 Maywood Drive	M-Foundation-Concrete (For Pouring Slab) [7654509 - 16958938-000] [OP]	3/11/2013	Coastal Concrete Southeast II LLC	16958938-000	30477619/16 958938	107571	4/9/2013	($3,790.80)	Machine Check
The Abbey at Spring Grove-1886760	18867600033 - 239 Maywood Drive	M-Foundation-Concrete (For Pouring Slab) [7654509 - 17183590-000] [OP]	3/11/2013	Coastal Concrete Southeast II LLC	17183590-000	30477794/17 183590	107571	4/9/2013	($4,464.72)	Machine Check
The Abbey at Spring Grove-1886760	18867600026 - 252 Maywood Drive	M-Flatwork - Concrete [7654509 - 16937451-000] [OP]	3/11/2013	Coastal Concrete Southeast II LLC	16937451-000	30477595/16 937451	107571	4/9/2013	($729.00)	Machine Check
The Abbey at Spring Grove-1886760	18867600032 - 241 Maywood Drive	M-Foundation-Concrete (For Pouring Slab) [7654509 - 17156346-000] [OP]	3/11/2013	Coastal Concrete Southeast II LLC	17156346-000	30477667/17 156346	107571	4/9/2013	($3,622.32)	Machine Check

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The Abbey at Spring Grove-1886760	18867600025 - 250 Maywood Drive	M-Foundation-Concrete (For Pouring Slab) [7654509 - 17183507-000] [OP]	3/11/2013	Coastal Concrete Southeast II LLC	17183507-000	30477735/17 183507	107571	4/9/2013	($4,633.20)	Machine Check
The Abbey at Spring Grove-1886760	18867600022 - 244 Maywood Drive	EPO: BC per Brandon // 3/6/2013 - 3/7/2013 [7654509 - 17568325-000] [UA]	3/11/2013	Coastal Concrete Southeast II LLC	17568325-000	30477910/17 568325	107571	4/9/2013	$77.40	Machine Check
								Total for Check 107571:	($17,162.64)	
The Abbey at Spring Grove-1886760	18867600034 - 237 Maywood Drive	M-Flatwork-Lmbr/Steel [7654509 - 17483071-000] [OP]	10/28/2013	Coastal Concrete Southeast II LLC	17483071-000	44595777/17 483071	184735	11/19/2013	($170.10)	Machine Check
The Abbey at Spring Grove-1886760	18867600034 - 237 Maywood Drive	M-Flatwork - Concrete [7654509 - 17483069-000] [OP]	10/28/2013	Coastal Concrete Southeast II LLC	17483069-000	44595776/17 483069	184735	11/19/2013	($765.45)	Machine Check
The Abbey at Spring Grove-1886760	18867600038 - 229 Maywood Drive	M-Foundation-Concrete (For Pouring Slab) [7654509 - 17742942-000] [OP]	10/23/2013	Coastal Concrete Southeast II LLC	17742942-000	44347506/17 742942	184735	11/19/2013	($4,707.99)	Machine Check
The Abbey at Spring Grove-1886760	18867600047 - 133 Maywood Drive	M-Foundation-Concrete (For Pouring Slab) [7654509 - 19041344-000] [OP]	10/26/2013	Coastal Concrete Southeast II LLC	19041344-000	44347552/19 041344	184735	11/19/2013	($4,885.65)	Machine Check
The Abbey at Spring Grove-1886760	18867600031 - 245 Maywood Drive	M-Foundation-Concrete (For Pouring Slab) [7654509 - 19126581-000] [OP]	10/30/2013	Coastal Concrete Southeast II LLC	19126581-000	44595841/19 126581	184735	11/19/2013	($2,931.39)	Machine Check
The Abbey at Spring Grove-1886760	18867600029 - 251 Maywood Drive	M-Flatwork - Concrete [7654509 - 17482979-000] [OP]	10/28/2013	Coastal Concrete Southeast II LLC	17482979-000	44595697/17 482979	184735	11/19/2013	($765.45)	Machine Check
								Total for Check 184735:	($14,226.03)	
The Abbey at Spring Grove-1886760	18867600047 - 133 Maywood Drive	M-Flatwork-Lmbr/Steel [7654509 - 19041408-000] [OP]	12/24/2013	Coastal Concrete Southeast II LLC	19041408-000	47283170/19 041408	207571	1/28/2014	($170.10)	Machine Check
The Abbey at Spring Grove-1886760	18867600031 - 245 Maywood Drive	M-Flatwork-Lmbr/Steel [7654509 - 19126702-000] [OP]	12/23/2013	Coastal Concrete Southeast II LLC	19126702-000	47283231/19 126702	207571	1/28/2014	($170.10)	Machine Check
The Abbey at Spring Grove-1886760	18867600031 - 245 Maywood Drive	M-Flatwork - Concrete [7654509 - 19126701-000] [OP]	12/23/2013	Coastal Concrete Southeast II LLC	19126701-000	47283229/19 126701	207571	1/28/2014	($765.45)	Machine Check
The Abbey at Spring Grove-1886760	18867600030 - 247 Maywood Drive	M-Flatwork - Concrete [7654509 - 18490633-000] [OP]	12/23/2013	Coastal Concrete Southeast II LLC	18490633-000	47283110/18 490633	207571	1/28/2014	($765.45)	Machine Check

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The Abbey at Spring Grove-1886760	18867600030 - 247 Maywood Drive	M-Flatwork-Lmbr/Steel [7654509 - 18490634-000] [OP]	12/23/2013	Coastal Concrete Southeast II LLC	18490634-000	47283112/18 490634	207571	1/28/2014	($170.10)	Machine Check
The Abbey at Spring Grove-1886760	18867600035 - 235 Maywood Drive	M-Flatwork - Concrete [7654509 - 17788494-000] [OP]	12/26/2013	Coastal Concrete Southeast II LLC	17788494-000	47283084/17 788494	207571	1/28/2014	($765.45)	Machine Check
The Abbey at Spring Grove-1886760	18867600047 - 133 Maywood Drive	M-Flatwork - Concrete [7654509 - 19041407-000] [OP]	12/24/2013	Coastal Concrete Southeast II LLC	19041407-000	47283168/19 041407	207571	1/28/2014	($765.45)	Machine Check
								Total for Check 207571:	($3,572.10)	
The Abbey at Spring Grove-1886760	18867600029 - 251 Maywood Drive	M-Foundation-Concrete (For Pouring Slab) [7654509 - 17482917-000] [OP]	7/11/2013	Coastal Concrete Southeast II LLC	17482917-000	38486068/17 482917	146870	8/6/2013	($3,730.86)	Machine Check
The Abbey at Spring Grove-1886760	18867600034 - 237 Maywood Drive	M-Foundation-Concrete (For Pouring Slab) [7654509 - 17483006-000] [OP]	7/11/2013	Coastal Concrete Southeast II LLC	17483006-000	38486082/17 483006	146870	8/6/2013	($3,553.20)	Machine Check
								Total for Check 146870:	($7,284.06)	
The Abbey at Spring Grove-1886760	18867600028 - 253 Maywood Drive	M-Flatwork-Lmbr/Steel [7654509 - 16468261-000] [OP]	5/29/2013	Coastal Concrete Southeast II LLC	16468261-000	35549300/16 468261	130554	6/18/2013	($170.10)	Machine Check
The Abbey at Spring Grove-1886760	18867600015 - 230 Maywood Drive	EPO: M-Foundation-Concrete (For Pouring Slab) [7654509 - 18168894-000] [UA]	5/20/2013	Coastal Concrete Southeast II LLC	18168894-000	35040950/18 168894	130554	6/18/2013	($402.84)	Machine Check
The Abbey at Spring Grove-1886760	18867600017 - 234 Maywood Drive	EPO: M-Foundation-Concrete (For Pouring Slab) [7654509 - 18168896-000] [UA]	5/20/2013	Coastal Concrete Southeast II LLC	18168896-000	35040954/18 168896	130554	6/18/2013	($1,243.62)	Machine Check
The Abbey at Spring Grove-1886760	18867600016 - 232 Maywood Drive	EPO: M-Foundation-Concrete (For Pouring Slab) [7654509 - 18168895-000] [UA]	5/20/2013	Coastal Concrete Southeast II LLC	18168895-000	35040951/18 168895	130554	6/18/2013	($1,332.45)	Machine Check
The Abbey at Spring Grove-1886760	18867600023 - 246 Maywood Drive	M-Flatwork - Concrete [7654509 - 17435572-000] [OP]	5/28/2013	Coastal Concrete Southeast II LLC	17435572-000	35549351/17 435572	130554	6/18/2013	($765.45)	Machine Check
The Abbey at Spring Grove-1886760	18867600014 - 228 Maywood Drive	EPO: M-Foundation-Concrete (For Pouring Slab) [7654509 - 18163606-000] [UA]	5/20/2013	Coastal Concrete Southeast II LLC	18163606-000	35040949/18 163606	130554	6/18/2013	($444.15)	Machine Check
								Total for Check 130554:	($4,358.61)	

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The Abbey at Spring Grove-1886760	18867600035 - 235 Maywood Drive	M-Flatwork-Lmbr/Steel [7654509 - 17788496-000] [OP]	12/12/2013	Coastal Concrete Southeast II LLC	17788496-000	46925932/17 788496	202298	1/14/2014	($170.10)	Machine Check
								Total for Check 202298:	($170.10)	
The Abbey at Spring Grove-1886760	18867600016 - 232 Maywood Drive	M-Flatwork-Lmbr/Steel [7654509 - 15929854-000] [OP] [A]	1/29/2013	Coastal Concrete Southeast II LLC	15929854-000	27646371/15 929854	93960	2/26/2013	($162.00)	Machine Check
The Abbey at Spring Grove-1886760	18867600017 - 234 Maywood Drive	M-Flatwork-Lmbr/Steel [7654509 - 16856209-000] [OP]	1/29/2013	Coastal Concrete Southeast II LLC	16856209-000	27646457/16 856209	93960	2/26/2013	($162.00)	Machine Check
The Abbey at Spring Grove-1886760	18867600022 - 244 Maywood Drive	M-Foundation-Concrete (For Pouring Slab) [7654509 - 16955014-000] [OP]	1/28/2013	Coastal Concrete Southeast II LLC	16955014-000	27646493/16 955014	93960	2/26/2013	($4,885.92)	Machine Check
The Abbey at Spring Grove-1886760	18867600004 - 208 Maywood Drive	M-Flatwork-Lmbr/Steel [7654509 - 16488350-000] [OP]	1/29/2013	Coastal Concrete Southeast II LLC	16488350-000	27646439/16 488350	93960	2/26/2013	($162.00)	Machine Check
The Abbey at Spring Grove-1886760	18867600021 - 242 Maywood Drive	M-Foundation-Concrete (For Pouring Slab) [7654509 - 16954933-000] [OP]	1/28/2013	Coastal Concrete Southeast II LLC	16954933-000	27646463/16 954933	93960	2/26/2013	($4,633.20)	Machine Check
The Abbey at Spring Grove-1886760	18867600015 - 230 Maywood Drive	M-Flatwork-Lmbr/Steel [7654509 - 15929769-000] [OP] [A]	1/29/2013	Coastal Concrete Southeast II LLC	15929769-000	27646317/15 929769	93960	2/26/2013	($162.00)	Machine Check
The Abbey at Spring Grove-1886760	18867600014 - 228 Maywood Drive	M-Flatwork-Lmbr/Steel [7654509 - 15971631-000] [OP] [A]	1/29/2013	Coastal Concrete Southeast II LLC	15971631-000	27646420/15 971631	93960	2/26/2013	($162.00)	Machine Check
								Total for Check 93960:	($10,329.12)	
The Abbey at Spring Grove-1886760	18867600020 - 240 Maywood Drive	M-Flatwork - Concrete [7654509 - 15971718-000] [OP] [A]	4/2/2013	Coastal Concrete Southeast II LLC	15971718-000	32336797/15 971718	116554	5/7/2013	($729.00)	Machine Check
The Abbey at Spring Grove-1886760	18867600019 - 238 Maywood Drive	M-Flatwork - Concrete [7654509 - 15939032-000] [OP] [A]	4/1/2013	Coastal Concrete Southeast II LLC	15939032-000	32336786/15 939032	116554	5/7/2013	($729.00)	Machine Check
The Abbey at Spring Grove-1886760	18867600018 - 236 Maywood Drive	M-Flatwork - Concrete [7654509 - 16959011-000] [OP]	4/4/2013	Coastal Concrete Southeast II LLC	16959011-000	32336846/16 959011	116554	5/7/2013	($729.00)	Machine Check
								Total for Check 116554:	($2,187.00)	
The Abbey at Spring Grove-1886760	18867600032 - 241 Maywood Drive	M-Flatwork - Concrete [7654509 - 17156478-000] [OP]	4/9/2013	Coastal Concrete Southeast II LLC	17156478-000	32684221/17 156478	118940	5/14/2013	($729.00)	Machine Check

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The Abbey at Spring Grove-1886760	18867600019 - 238 Maywood Drive	M-Flatwork-Lmbr/Steel [7654509 - 15939033-000] [OP] [A]	4/12/2013	Coastal Concrete Southeast II LLC	15939033-000	32684055/15 939033	118940	5/14/2013	($162.00)	Machine Check
The Abbey at Spring Grove-1886760	18867600018 - 236 Maywood Drive	M-Flatwork-Lmbr/Steel [7654509 - 16959012-000] [OP]	4/12/2013	Coastal Concrete Southeast II LLC	16959012-000	32684159/16 959012	118940	5/14/2013	($162.00)	Machine Check
The Abbey at Spring Grove-1886760	18867600033 - 239 Maywood Drive	M-Flatwork - Concrete [7654509 - 17183645-000] [OP]	4/9/2013	Coastal Concrete Southeast II LLC	17183645-000	32684232/17 183645	118940	5/14/2013	($729.00)	Machine Check
The Abbey at Spring Grove-1886760	18867600025 - 250 Maywood Drive	M-Flatwork - Concrete [7654509 - 17183563-000] [OP]	4/9/2013	Coastal Concrete Southeast II LLC	17183563-000	32684230/17 183563	118940	5/14/2013	($729.00)	Machine Check
								Total for Check 118940:	($2,511.00)	
The Abbey at Spring Grove-1886760	18867600025 - 250 Maywood Drive	M-Flatwork-Lmbr/Steel [7654509 - 17183564-000] [OP]	4/16/2013	Coastal Concrete Southeast II LLC	17183564-000	33025946/17 183564	121170	5/21/2013	($170.10)	Machine Check
The Abbey at Spring Grove-1886760	18867600036 - 233 Maywood Drive	M-Flatwork - Concrete [7654509 - 17183728-000] [OP]	4/16/2013	Coastal Concrete Southeast II LLC	17183728-000	33025967/17 183728	121170	5/21/2013	($765.45)	Machine Check
The Abbey at Spring Grove-1886760	18867600026 - 252 Maywood Drive	M-Flatwork-Lmbr/Steel [7654509 - 16937452-000] [OP]	4/15/2013	Coastal Concrete Southeast II LLC	16937452-000	33025824/16 937452	121170	5/21/2013	($170.10)	Machine Check
The Abbey at Spring Grove-1886760	18867600022 - 244 Maywood Drive	M-Flatwork-Lmbr/Steel [7654509 - 16955067-000] [OP]	4/15/2013	Coastal Concrete Southeast II LLC	16955067-000	33025878/16 955067	121170	5/21/2013	($170.10)	Machine Check
The Abbey at Spring Grove-1886760	18867600020 - 240 Maywood Drive	M-Flatwork-Lmbr/Steel [7654509 - 15971719-000] [OP] [A]	4/15/2013	Coastal Concrete Southeast II LLC	15971719-000	33025803/15 971719	121170	5/21/2013	($170.10)	Machine Check
The Abbey at Spring Grove-1886760	18867600021 - 242 Maywood Drive	M-Flatwork-Lmbr/Steel [7654509 - 16954990-000] [OP]	4/15/2013	Coastal Concrete Southeast II LLC	16954990-000	33025856/16 954990	121170	5/21/2013	($170.10)	Machine Check
The Abbey at Spring Grove-1886760	18867600033 - 239 Maywood Drive	M-Flatwork-Lmbr/Steel [7654509 - 17183646-000] [OP]	4/16/2013	Coastal Concrete Southeast II LLC	17183646-000	33025953/17 183646	121170	5/21/2013	($170.10)	Machine Check
The Abbey at Spring Grove-1886760	18867600023 - 246 Maywood Drive	M-Foundation-Concrete (For Pouring Slab) [7654509 - 17435508-000] [OP]	4/16/2013	Coastal Concrete Southeast II LLC	17435508-000	33025979/17 435508	121170	5/21/2013	($3,553.20)	Machine Check
								Total for Check 121170:	($5,339.25)	
The Abbey at Spring Grove-1886760	18867600038 - 229 Maywood Drive	M-Flatwork - Concrete [7654509 - 17743002-000] [OP]	11/27/2013	Coastal Concrete Southeast II LLC	17743002-000	46333374/17 743002	197183	12/31/2013	($765.45)	Machine Check

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								Total for Check 197183:	($935.55)	
The Abbey at Spring Grove-1886760	18867600024 - 248 Maywood Drive	M-Flatwork - Concrete [7654509 - 18538894-000] [OP]	11/14/2013	Coastal Concrete Southeast II LLC	18538894-000	45772483/18 538894	192113	12/10/2013	($765.45)	Machine Check
The Abbey at Spring Grove-1886760	18867600037 - 231 Maywood Drive	M-Flatwork - Concrete [7654509 - 17699526-000] [OP]	11/18/2013	Coastal Concrete Southeast II LLC	17699526-000	45983690/17 699526	192113	12/10/2013	($765.45)	Machine Check
The Abbey at Spring Grove-1886760	18867600037 - 231 Maywood Drive	M-Flatwork-Lmbr/Steel [7654509 - 17699527-000] [OP]	11/18/2013	Coastal Concrete Southeast II LLC	17699527-000	45983691/17 699527	192113	12/10/2013	($170.10)	Machine Check
The Abbey at Spring Grove-1886760	18867600024 - 248 Maywood Drive	M-Flatwork-Lmbr/Steel [7654509 - 18538895-000] [OP]	11/14/2013	Coastal Concrete Southeast II LLC	18538895-000	45772484/18 538895	192113	12/10/2013	($170.10)	Machine Check
								Total for Check 192113:	($1,871.10)	
The Abbey at Spring Grove-1886760	18867600036 - 233 Maywood Drive	M-Foundation-Concrete (For Pouring Slab) [7654509 - 17183672-000] [OP]	3/14/2013	Coastal Concrete Southeast II LLC	17183672-000	30757749/17 183672	109632	4/16/2013	($3,538.08)	Machine Check
								Total for Check 109632:	($3,538.08)	
The Abbey at Spring Grove-1886760	18867600024 - 248 Maywood Drive	M-Foundation-Concrete (For Pouring Slab) [7654509 - 18538833-000] [OP]	8/29/2013	Coastal Concrete Southeast II LLC	18538833-000	41153305/18 538833	164230	9/24/2013	($3,553.20)	Machine Check
The Abbey at Spring Grove-1886760	18867600035 - 235 Maywood Drive	M-Foundation-Concrete (For Pouring Slab) [7654509 - 17788256-000] [OP]	8/29/2013	Coastal Concrete Southeast II LLC	17788256-000	41153298/17 788256	164230	9/24/2013	($3,553.20)	Machine Check
								Total for Check 164230:	($7,106.40)	
The Abbey at Spring Grove-1886760	18867600029 - 251 Maywood Drive	M-Flatwork-Lmbr/Steel [7654509 - 17482980-000] [OP]	10/17/2013	Coastal Concrete Southeast II LLC	17482980-000	43981215/17 482980	179558	11/5/2013	($170.10)	Machine Check
								Total for Check 179558:	($170.10)	
The Abbey at Spring Grove-1886760	18867600030 - 247 Maywood Drive	M-Foundation-Concrete (For Pouring Slab) [7654509 - 18490579-000] [OP]	11/4/2013	Coastal Concrete Southeast II LLC	18490579-000	45196887/18 490579	189099	12/3/2013	($3,997.35)	Machine Check

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The Abbey at Spring Grove-1886760	18867600017 - 234 Maywood Drive	M-Flatwork - Concrete [7654509 - 16856208-000] [OP]	12/10/2012	Coastal Concrete Southeast II LLC	16856208-000	25563521/16856208	79672	1/9/2013	($729.00)	Machine Check
The Abbey at Spring Grove-1886760	18867600027 - 254 Maywood Drive	**Edit / see notes ** EPO: M-Foundation-Concrete (For Pouring Slab) [7654509 - 16942551-000] [UA]	12/11/2012	Coastal Concrete Southeast II LLC	16942551-000	25563524/16942551	79672	1/9/2013	($64.80)	Machine Check
The Abbey at Spring Grove-1886760	18867600014 - 228 Maywood Drive	M-Flatwork - Concrete [7654509 - 15971630-000] [OP] [A]	12/10/2012	Coastal Concrete Southeast II LLC	15971630-000	25563439/15971630	79672	1/9/2013	($729.00)	Machine Check
The Abbey at Spring Grove-1886760	18867600028 - 253 Maywood Drive	M-Flatwork - Concrete [7654509 - 16468260-000] [OP]	12/10/2012	Coastal Concrete Southeast II LLC	16468260-000	25563477/16468260	79672	1/9/2013	($729.00)	Machine Check
The Abbey at Spring Grove-1886760	18867600027 - 254 Maywood Drive	M-Flatwork - Concrete [7654509 - 15926599-000] [OP] [A]	12/10/2012	Coastal Concrete Southeast II LLC	15926599-000	25563375/15926599	79672	1/9/2013	($729.00)	Machine Check
The Abbey at Spring Grove-1886760	18867600016 - 232 Maywood Drive	M-Flatwork - Concrete [7654509 - 15929853-000] [OP] [A]	12/13/2012	Coastal Concrete Southeast II LLC	15929853-000	25563406/15929853	79672	1/9/2013	($729.00)	Machine Check
								Total for Check 79672:	($3,709.80)	
The Abbey at Spring Grove-1886760	18867600037 - 231 Maywood Drive	M-Foundation-Concrete (For Pouring Slab) [7654509 - 17699464-000] [OP]	8/12/2013	Coastal Concrete Southeast II LLC	17699464-000	40483745/17699464	159218	9/10/2013	($3,819.69)	Machine Check
The Abbey at Spring Grove-1886760	18867600023 - 246 Maywood Drive	M-Flatwork-Lmbr/Steel [7654509 - 17435573-000] [OP]	8/12/2013	Coastal Concrete Southeast II LLC	17435573-000	40483741/17435573	159218	9/10/2013	($170.10)	Machine Check
								Total for Check 159218:	($3,989.79)	

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Vendor Payment

Division: CRS - Coastal Carolinas
Job: - All Jobs -
Date Type: Check Date
Voucher #:

Subdivision: The Abbey at Spring Grove-1886760
Supplier: - All Suppliers -
Date Range: 5/1/2011 to 11/17/2015

Check #:
Order #:
Invoice #:

The Abbey at Spring Grove-1886760	18867600028 - 253 Maywood Drive	EPO: M-Foundation-Concrete (For Pouring Slab) [7654509 - 18234093-0001 [UA]	6/4/2013	Coastal Concrete Southeast II LLC	18234093-000	36057426/18234093	135274	7/2/2013	($444.15)	Machine Check
The Abbey at Spring Grove-1886760	18867600027 - 254 Maywood Drive	EPO: M-Foundation-Concrete (For Pouring Slab) [7654509 - 18234091-0001 [UA]	6/4/2013	Coastal Concrete Southeast II LLC	18234091-000	36057422/18234091	135274	7/2/2013	($1,065.96)	Machine Check
								Total for Check 135274:	($1,510.11)	
The Abbey at Spring Grove-1886760	18867600020 - 240 Maywood Drive	M-Foundation-Concrete (For Pouring Slab) [7654509 - 15971656-000] [OP] [A]	2/21/2013	Coastal Concrete Southeast II LLC	15971656-000	29141018/15971656	101020	3/19/2013	($3,622.32)	Machine Check
The Abbey at Spring Grove-1886760	18867600019 - 238 Maywood Drive	M-Foundation-Concrete (For Pouring Slab) [7654509 - 15938973-000] [OP] [A]	2/21/2013	Coastal Concrete Southeast II LLC	15938973-000	29141002/15938973	101020	3/19/2013	($4,885.92)	Machine Check
								Total for Check 101020:	($8,508.24)	
The Abbey at Spring Grove-1886760	18867600036 - 233 Maywood Drive	M-Flatwork-Lmbr/Steel [7654509 - 17183729-000] [OP]	4/29/2013	Coastal Concrete Southeast II LLC	17183729-000	33506154/17183729	123884	5/28/2013	($170.10)	Machine Check
The Abbey at Spring Grove-1886760	18867600032 - 241 Maywood Drive	M-Flatwork-Lmbr/Steel [7654509 - 17156480-000] [OP]	4/29/2013	Coastal Concrete Southeast II LLC	17156480-000	33506105/17156480	123884	5/28/2013	($170.10)	Machine Check
								Total for Check 123884:	($340.20)	

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Vendor Payment

Division: CRS - Coastal Carolinas
Job: - All Jobs -
Date Type: Check Date
Voucher #:

Subdivision: The Abbey at Spring Grove-1886760
Supplier: - All Suppliers -
Date Range: 5/1/2011 to 11/17/2015

Check #:
Order #:
Invoice #:

The Abbey at Spring Grove-1886760	18867600026 - 252 Maywood Drive	M-Foundation-Concrete (For Pouring Slab) [7654509 - 16937395-000] [OP]	2/4/2013	Coastal Concrete Southeast II LLC	16937395-000	28292142/16 937395		96191	3/5/2013	($3,538.08) Machine Check
							Total for Check 96191:			($3,538.08)

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EXHIBIT 36

TO EXHIBIT A – AFFIDAVIT OF ROBERT MAUCH



Kim Prough
to:
Jocelyn.Alegre
03/29/2012 03:02 PM
Hide Details
From: "Kim Prough" <kim@coastalconcrete.com>

To: <Jocelyn.Alegre@Lennar.com>

Default custom expiration date: 06/27/2012

1 Attachment



image001.jpg

Hey Jocelyn,

Per our conversation, in November 2009, we received a new federal ID # 27-1141766 and became Coastal Concrete Southeast II LLC, replacing Coastal Coastal Concrete Southeast's federal ID # 01-0885179.

Thank you

Kim Prough
Human Resources

COASTAL CONCRETE
ROCK SOLID QUALITY
Largest American Owned Concrete Company In The Southeast

118 Pipemakers Circle, Suite 100
Pooler, GA 31322
Phone 912-330-8990 ext. 21
Fax 912-330-8998

3-29
4-4

LENNAR

Address Book Revision Form

All Fields Required Unless Otherwise Noted
Corporate Office Email Address
eraddressbook@lennar.com

GENERAL

W-9 Received Y (●) N ( ) Insurance Compliant Y ( ) N ( )

Action Code:

Add (●) Add - New vendors. All Fields Required, "NEW TRADE VENDORS PACKAGE TO BE SUBMITTED TO THE REGIONAL OPERATING CENTER (ROC). All others to be submitted to Corporate ABR team.

Change ( ) Change or modify - (existing vendors) An address book number is required, select action code change, alpha name in section 1. Complete any other sections requiring a change.

Delete ( ) Delete / Inactivate - Only ABR's with NO AP HISTORY can be deleted, all others would be inactivated.

Reason for Change or Delete: Note: this vendor exist in JDE as vendor#7171443 with tax ID #010885179. Their tax ID # changed since 2009 to 271141766.
See guideline for more information

Type of Support Provided:

Check Request/Invoice ( ) Homeowner Cancellation Form ( ) Change of Address Notice ( ) Remittance portion of signed contract ( )

Section 1 JD Edwards Menu G01 # 3

Address Book Number: 7664509 Resp. Business Unit: 1818000
(System will assign an address book number for all new additions)

Alpha Name: Coastal Concrete Southeast, LLC
Search Name (Place The or A after vendor name, then G&A Company Number)

Verified [✓] Verify if vendor exist — Model Leaseback [ ] (Requires 1099 Classification of A1) — Serengeti Vendor [ ]

Search Type: G&A (G) Gen & Admin ( ) Vendor (V) (●) Tax Authority (TA) ( ) Government Agency (GOV) ( ) Utility (U) ( )
Lawyer (L) Required for Legal firm/Attorney ( ) Homeowner (H) ( ) Inactive (IN) ( ) Other ( )

If Other (Explanation Required):

Payables Y (●) N ( ) Telephone: (912) 330-8990

Fax: (912) 330-8998 Lien Fax:

Mailing Name: Coastal Concrete Southeast, LLC
Name on Check (Must match name on invoice/contract)

Legal Name (Who's Who) JD Edwards Menu G01 # 3, F5: If different from Mailing Name

E-Mail:

Address Line One: 118 Pipemakers Circle, Ste 100

Address Line Two (Optional):

City: Pooler State: GA Zip: 31322

LENNAR

All Fields Required Unless Otherwise Noted
Corporate Office Email Address
eraddressbook@lennar.com

Address Book Revision Form

Section 2 JD Edwards Menu G01 #3 F13

TAX ID Number : FEIN 27 1141766 OR SSN

Person/Corp Code

- P ◯ Requires Social Security Number
- N ◉ Requires an Federal Employer Identification Number (Corporation box not checked)
- C ◯ Requires a Federal Employer Identification Number (Corporation box checked, except search type "L")
- X ◯ Do not need SSN or FEIN/No W-9 required. (Employee expense report; Joint Payee; Homeowner cancellation/damage reimbursement)

Hold Payment Code:

- N ◯ NO HOLD, ALLOW payment and voucher entry.
- Y/1 ◯ HOLD payment, and PREVENT new voucher entry.
- 2 ◯ HOLD payment, and ALLOW new voucher entry.
- 3 ◯ ALLOW payment, and PREVENT new voucher entry.

Section 3 JD Edwards Menu G01 #3 F14

1099 Classification Code (Default is non-employee compensation)

Rents (A1) ◯ Attorney's Fees (AC) ◯ Interest (61) ◯ Other Income (A3) ◯ Dividends (details req'd) ◯

Process & Reporting Selection

Regional Vendor ◯ National Vendor ◯ OCIP participant ☐ • ☐ %

Build Pro Eligible ☐ Auto Voucher Eligible ☑ Buzzsaw ☐ EBIX ☐ Distribution Method Please Select One

Section 4 JD Edwards Menu G01 #3 F16

Payment Terms

(Modification of Payment Terms on trade ABR's may require approval from Purchasing Manager)

Printed Name:

Approved By: Purchasing Manager

Payment Method ePayables ◯ ACH Credit ◯ Check ◉

ePayables is mandatory for G&A vendors.

Date:

Multiple Payments N ◉ N= one check for all pay items Y ◯ Y=separate check for each pay item

Section 5 Signatures

Requested By	Full Signature	Division Approval	Full Signature	ROC AP Approval	Full Signature
Printed Name	Jocelyn Alegre	Printed Name	Jennifer Petras	Printed Name	
Phone Number	(843) 266-4418	Title	Accounting Manager (Supervisor or above)	Phone Number	
Date	3-29-12	Date	3-29-12	Date	

Section 6 (ABR Team use only)

Entered By	Full Signature	JDE Reviewed By:	Full Signature
Printed Name		Printed Name	
Date		Date	

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Coastal Concrete Southeast II, LLC

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☑ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
118 Pipemakers Circle Suite 100

Requester's name and address (optional)

City, state, and ZIP code
Pooler, GA 31322

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
			-			-				

Employer identification number
2	7	-	1	1	4	1	7	6	6

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ MJ Weth Date ▶ 03-29-12

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

EXHIBIT 37

TO EXHIBIT A – AFFIDAVIT OF ROBERT MAUCH

Subcontract Agreement

Contractors' State License

&

Division Office: **Lennar Carolinas**

Contract Number: _____ C/O: _____

THIS SUBCONTRACT AGREEMENT ("Contract"), is made and entered into at 3:30pm this 20th day of January, 2009, by and between **Lennar**, whose address is ***3901 N. Kings Hwy, Ste 22***, MB SC 29577 and/or 1941 Savage Rd Ste. 100CCharleston, SC 29407-4788 (herein called "Contractor") and Construction Applications Charleston, a LLC, whose address is 396 E. 5th North Street Unit F Summerville, SC 29483, telephone number (843) 875-4471, (herein called "Subcontractor").

WHEREAS, Contractor has or is about to commence the construction of (single family homes) located at (n/a) and known as (all communities), (herein called "Community"), pursuant to plans and specifications prepared by Lennar, and any subsequent revisions thereto, herein collectively called "Plans and Specifications" which plans and specifications are incorporated herein by this reference.

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

1. **PERFORMANCE OF THE WORK:** Subcontractor agrees to furnish all labor, materials, equipment, supplies, supervision and all other things necessary to efficiently perform and timely complete in strict accordance with the plans and Specifications, in accordance with the HIGHEST TRADE PRACTICES and in a manner satisfactory to the Contractor, that portion of the Community referred to as work, as well as any amendments to this Contract, (herein collectively called the "Work"). Subcontractor, by acceptance of this Contract, shall guarantee the availability of all materials, labor and equipment necessary to complete the Work according to the established construction schedule of Contractor. Subcontractor will pay promptly all fees, taxes, union welfare and benefit payments, deposits, charges, damages and penalties that may be assessed against Contractor on account of Subcontractor's performance hereunder, and Subcontractor acknowledges that all such taxes and payments have been included in the Contract Price. All possible contingencies to perform a complete job have been anticipated and included in the Contract Bid.

   The purpose of this Agreement is to fix the obligations of Contractor and Subcontractor as to the performance by Subcontractor of certain described Work. Subcontractor acknowledges that this Agreement is nonexclusive and that Contractor is free to contract with any other person or entity for the performance of Work which is the same or similar to that described in this Agreement. This Agreement shall not be construed as obligating Contractor to accept bids or issue Work Notification Forms, as defined below, to Subcontractor. Subcontractor also acknowledges that the terms and provisions of this Agreement apply to and are binding on only the Division of Contractor named herein or any successor to such Division.

INSPECTION. Subcontractor acknowledges inspection of the site for the Work has thoroughly examined the Plans and Specifications with the understanding that the provisions relating to the Work may be set forth throughout different parts of the Plans and Specifications; it being the prime purpose of this Contract to provide for the entire performance and completion of this Subcontractor's particular portion of the Community. Subcontractor shall be solely responsible for verifying with Contractor's representative that it possesses the most current set of Plans and Specifications prepared and approved for construction by Contractor. If Subcontractor, during the performance of the Work, finds discrepancies between the Plans, physical conditions, errors and omissions in the plans or in the layout as given and/or Specifications, it shall be Subcontractor's responsibility to immediately notify Contractor in writing. Any work performed after such discovery, until authorized to proceed, shall be done at Subcontractor's risk, until a satisfactory remedy is directed by the Contractor. The plans shall always remain the property of Contractor, and may not be used by Subcontractor for any purpose other than the performance of the Work. Prior to ordering any materials or performing any work, Subcontractor shall verify all measurements or conditions at the Community, and shall be responsible for the correctness of the same. No extra charge or compensation shall be allowed on account of differences between actual dimensions or conditions, and the measurements and conditions which may be found as indicated in the Plans and Specifications. The soils and geology reports available to each bidder were prepared by Contractor's consultants and sufficiency or accuracy of the reports, investigations or of the borings which have been made, and there is no warranty or guarantee, either express or implied, that the conditions indicated by the reports, investigations, or borings are representative of those existing throughout the Community, that unanticipated developments may not occur, or that materials other than, or in proportions different from those indicated, may not occur. Subcontractor agrees to undertake the Work subject to all site conditions as they now exist or may arise.

PROGRESS. Subcontractor agrees to (i) keep itself thoroughly informed as to the progress of the Community, (ii) begin the work upon request of Contractor, (iii) diligently pursue the Work to completion as rapidly as the conditions of the Community will permit, (iv) efficiently coordinate its Work with that of Contractor and all other subcontractors so as not to interfere with, disrupt or delay any work to be performed by any of said persons and, in any event, so as not to interfere with, disrupt or delay the progress required to conform to the Community completion date designated by Contractor. Contractor may, but shall not be obligated to, furnish Subcontractor with a progress schedule for all or any portion of the Work, which , if furnished, may be amended from time to time by Contractor and shall be considered a part of this Contract. As to that portion of the Work covered thereby, such schedule shall control over any other provision of this Contract regarding time for performance. Time for performance, whether established by progress schedule or any other provisions hereof, shall be of the essence and Subcontractor shall be liable to Contractor for any and all damages, including, but not limited to, consequential damages caused by delays of Subcontractor. Subcontractor shall check its message box daily (such message boxes are located in the Contractor's jobsite office). If, however, the Community is destroyed by fire or catastrophe, Subcontractor will be paid for work performed and incorporated into the Community prior to the catastrophe, and both parties shall thereafter be relieved from any further obligation hereunder. Subcontractor shall confine all operations at the site to areas permitted by law, ordinance, permits and Contract Documents, and shall not unreasonably encumber the site with materials or equipment.

SPECIFICATIONS. In addition to the Plans and Specifications, Subcontractor shall adhere to any and all manufacturer's specifications for installation of materials. Subcontractor shall deliver to Contractor any and all applicable manufacturer's warranties on materials furnished pursuant to this Contract when the Work is completed or the Contract is terminated, whichever is sooner. If there is any conflict between Contractor's Specifications and the manufacturer's specifications, it is the responsibility of Subcontractor to bring discrepancy to Contractor's attention in writing. Subcontractor's further work done without first resolving such conflict shall be at its own risk. Attached hereto as Exhibit "A" is Contractor's Scope of Work, which is hereby incorporated by this reference,

and Subcontractor shall adhere to the terms and specifications thereof in performing the Work. Any deviation from either the manufacturer's specification or Contractor's Scope of Work will result in Subcontractor removing and replacing all materials to the manufacturer's specifications and Contractor's Scope of Work at no cost to Contractor.

WORK OF OTHERS. Subcontractor shall protect the work of all subcontractors and Contractor during the course of its work and shall be fully responsible for the protection of all existing structures, curbs, landscaping and adjacent property. Subcontractor and its employees shall cooperate with all trades. Subcontractors shall be responsible for inspecting any work of any other subcontractor that may affect its own Work and shall report, in writing, to Contractor any defects in such work or any other discrepancies or problems which could adversely affect Subcontractor's work within twenty-four (24) hours after discovering the defect, discrepancy or problem, or after it should have been noticeable, whichever occurs earlier. Subcontractor shall stop all of its work until the defect, discrepancy or problem has been resolved. If the proper performance of any part of the Work depends upon the performance by Contractor or any other subcontractor whose work precedes in time the Work of Subcontractor, Subcontractor agrees that commencing performance of such part of the Work shall be deemed to be an admission that the work which precedes such part of the Work has been done in a proper manner, and Subcontractor accepts such work as correct and fit to be accommodated into its own. No such acceptance shall be implied if the defect does not occur or its not noticeable until after Subcontractor has completed its own work. If Subcontractor installs any work over improper workmanship previously installed by other trades, Subcontractor will absorb all repair costs necessary to repair any prior work deemed inferior by Contractor. Subcontractor shall be responsible for any damage that may be sustained by the Contractor or others for incorrect location of the Work or portions thereof.

PHASING. The parties hereto acknowledge that the Work covered by this Contract is intended to be performed in more than one phase. If, in order to avoid possible escalation in the cost of materials provided by the Subcontractor as part of the work covered by this Contract, Subcontractor elects to purchase such materials in advance of any particular phase or Start Release of the Community commenced by Contractor, then Subcontractor acknowledges that it is purchasing such materials at its own risk and that Contractor shall not pay nor be liable for the cost of such materials purchased by the Subcontractor unless and until such applicable phase or Start Release of the work in which such materials are to be incorporated into such work of improvement. Subcontractor further agrees that in the event subsequent subcontracts or amendments are entered into between the parties for subsequent phases of construction on the Community, the prices quoted by Subcontractor for labor and materials on this phase of the Community shall be the same for the subsequent phases until thirty (30) days following written notice of an increase in labor or material prices. In the event subsequent phases of the Community are contracted without thirty (30) days prior written notice from Subcontractor agrees the subsequent subcontract shall be at the prices prevailing between Contractor and Subcontractor at the time of this Contract.

WORK NOTIFICATION FORM. In conjunction with this Agreement, Contractor may issue a written order to Contractor specifying certain Work to be performed and time for completion at each specific job location. The term Work Notification Form shall include forms designated "Work Order", "Job Start Order", "Extra Work Order" and other similar designations and containing certain information about commencing such Work and the payment for such Work. Subcontractor shall have no authority to commence Work at any job location until it has received a Work Notification Form for a specific job location. It shall be Subcontractor's responsibility to obtain a Work Notification Form before beginning any Work at a specific job location. In the event Subcontractor's proposal, estimate or similar document is attached to or referenced in a Work Notification Form issued by Contractor, only those terms which define or identify the work to be performed by Subcontractor shall be incorporated as part of the Work Notification Form or this Agreement, and any remaining portions of Subcontractor's proposal, estimate or similar document shall not be considered part of the Work Notification Form, this Agreement, or any agreement between Contractor and Subcontractor. No substitutions shall be allowed in the performance of the Work unless expressly provided in the plans, specifications or applicable Work Notification Form, and only then upon Subcontractor first receiving all approvals required from Contractor for substitutions. Subcontractor shall indemnify Contractor for all loss, damage and expense incurred as a result of such substitutions, whether or not Subcontractor has obtained approval thereof.

2. **LABOR AND SUPERVISION:** Subcontractor shall at all times keep on the construction site and throughout the performance of this Contract, competent supervision together with all necessary assistants and employees. Subcontractor's Superintendent shall be knowledgeable as to the Scope of Work attached hereto as Exhibit "A". Subcontractor's Superintendent shall have full authority to act for Subcontractor in matters pertaining to this Contract and the performance of the Work hereunder. The Subcontractor's Superintendent shall remain in attendance at the site and shall be present at all times when work of any kind is being performed, including work done during overtime. Subcontractor's Superintendent shall be satisfactory to Contractor, and shall not be changed except with the consent of Contractor, unless the Superintendent proves to be unsatisfactory to Subcontractor and ceases to be in its employ. Superintendent shall represent the Subcontractor, and all communication given to the Superintendent shall be as binding as if given to the Subcontractor. Subcontractor shall at all times enforce strict discipline and good order among its employees and shall not employ any unfit person or anyone not skilled in the task assigned to that employee. Subcontractor shall remove from the jobsite and replace any employee, including Subcontractor's Jobsite Superintendent, upon request of Contractor, Subcontractor shall provide an English-speaking Superintendent on the Community at all times.

3. **LEGAL COMPLIANCE:** Subcontractor warrants and represents it is familiar with all applicable laws, ordinances, codes, rules, standards and regulations and that it, its employees, and all others acting under its direction or control, shall at all times comply with and abide by all local, state and federal statutes, ordinances, rules and regulations, and any amendments thereto, as well as those of any other public body having authority concerning the Work, including but not limited to, the building codes of the governmental entity having jurisdiction over the Community, FHA Minimum Property requirements, VA building code requirements, the Occupational Safety and Health Act of 1970, the Immigration Reform and Control Act of 1986 (the "Immigration Act"), all applicable equal employment opportunity laws and requirements promulgated by any governmental authority, including, without limitation, the requirements of the Civil Rights Act of 1964, 42 United States Code, Section 1983, Executive Orders 11246, 11375 and 11478, The Age Discrimination in Employment Act, the Americans with Disabilities Act, and any other applicable statute or ordinances. Subcontractor shall exercise full responsibility for compliance with all applicable laws by Subcontractor, its agents, employees, suppliers, and subcontractors with respect to its portion of the Work on this Community. Subcontractor, on its behalf and on behalf of its employees and agents, shall receive and respond to, defend and be responsible for any citation, order, claim, charge, criminal or civil actions arising by failure of Subcontractor or its agents, employees, suppliers and subcontractors to so comply, regardless of whether such non-compliance results from active or passive acts or omissions or whether such non-compliance is the sole or a contributory cause of any of those matters against which Subcontractor is obligated hereunder to indemnify an hold Contractor harmless.

3.1 IMMIGRATION. Subcontractor specifically warrants and agrees it does not and shall not knowingly hire or continue to employ aliens not authorized to work in the United States, it has and shall continue to verify the employment documentation specified in the Immigration Act, and it has and shall properly complete and retain the Immigration and Naturalization Service's Form I-9 for all its employees covered by the Immigration Act.

3.2 PATENT AND COPYRIGHTS. Subcontractor shall assume all liability and responsibility for all royalties, licenses, patent fees, and any other charges made in connection with the use of patented processes upon the work or in connection therewith.

3.3 ENVIRONMENTAL. Subcontractor shall, prior to commencing the Work, identify to Contractor in writing all hazardous or toxic substances to be used in performing the Work or to be brought onto the Community by Subcontractor, and shall provide Material Safety Data Sheets ("MSDS") to Contractor for those substances. Failure to supply such documentation to Contractor shall result in a hold on all payments under this Contract until such documentation is supplied. All work, labor, services or materials necessary to comply with this Section will be furnished by Subcontractor as part of this Contract without any additional compensation. Subcontractor shall immediately identify to Contractor in writing all hazardous or toxic substances discovered during the performance of the Work omitted from any previous notification(s) and promptly provide the MSDS on those substances to Contractor.

3.3.1 Subcontractor shall immediately notify Contractor of any spill, release or discharge of any listed chemical caused by or brought to the attention of Subcontractor or any of Subcontractor's partners, employees, agents, subcontractors, customers, invitees or suppliers, whether such spill, relapse or discharge is the result of an intentional act, negligence, accident or misfortune. As to any spill, release or discharge of a listed chemical which is caused by Subcontractor or any of Subcontractor's partners, employees, agents, subcontractors, customers, invitees or suppliers, whether caused intentionally, negligently or accidentally, Subcontractor shall immediately take all reasonable and necessary actions to prevent the further spread of any spill, release or discharge of a listed chemical which is brought to the attention of Subcontractor. Subcontractor shall take immediate action to clean up said spill, release or discharge in full compliance with all applicable laws and regulations and any directions from Contractor, at Subcontractor's expense.

3.4 STORM WATER COMPLIANCE: Subcontractor shall comply, and shall ensure compliance by those acting by, through or under Subcontractor, with Lennar's SWPPP, applicable storm water permits (collectively "Permits"), Dust Control Plan, and Lennar's Storm Water Compliance Guidelines to the extent applicable to Subcontractor's work ("Guidelines"), if such Guidelines have been developed at the time of this Agreement. Before beginning the Work at the Project site, Contactor shall review the SWPPP, Permits, and Guidelines, copies of which will be available at the Project site or will be made available upon Subcontractor's request. Subcontractor shall also review all rules (collectively "Local Rules") relating to storm water management of counties and municipalities in which the Project site is located, as applicable, and water management districts in whose jurisdictions the Project site is located, which rules Contactor shall be solely responsible for obtaining. If required, or requested by Lennar, Subcontractor shall sign the SWPPP before beginning the Work. To the extent applicable to the Work, Subcontractor shall fully comply with and implement the SWPPP, including the Best Management Practices ("BMPs") described by the SWPPP, Permits, Local Rules, and applicable Guidelines. Subcontractors shall take care not to damage any BMP's including any storm water, sediment, or erosion controls, by the Work, and, in the event Subcontractor causes such damage, it shall immediately report such damage to Lennar and take appropriate measures to remedy such damage. Without limiting any of its other rights or remedies provided elsewhere in this Agreement (including its right to defense and indemnification by Subcontractor), Lennar may offset from any payments due Subcontractor, or otherwise recoverable from Subcontractor; (i) the costs to repair or replace any BMPs damaged by Subcontractor; and (ii) the costs of all fines, fees, expenses and other penalties sought against or incurred by Lennar due to, in whole or in part, (a) Subcontractor's violation of the obligations therein, (b) Subcontractor's violation of the SWPPP, including violations arising from damage to BMPs caused by Subcontractor, or (c) Subcontractor's interference with the implementation of the SWPPP by Lennar or by an other party responsible for implementing the SWPPP. Failure to satisfy the obligations in this Section shall be deemed a material default of the Agreement, and Lennar may, without prejudice to any other right or remedy, (i) withhold any payments to Subcontractor under this Agreement or otherwise until Subcontractor has remedied its failure, and/or (ii) terminate this Agreement, withhold any payments otherwise due Subcontractor under this Agreement, or otherwise, and retain a separate Subcontractor to complete Subcontractor's obligations at Subcontractor's expense.

3.5 SAFETY. Subcontractor shall take all reasonable safety precautions with regard to the Work, shall comply with all safety precautions, and with all safety laws, regulations, rules or ordinances of any public authority responsible for the safety of persons or property. Subcontractor shall report all injuries to its employees at the jobsite to Contractor at Contractor's office address listed above within eight (8) hours of the injury. Subcontractor acknowledges its failure to adhere to Contractor's safety policies and job rules after written notice may result in Subcontractors removal from the job site, and termination of this Contract. Subcontractor agrees to cooperate with all health and safety programs, and rules promulgated by Contractor, in furtherance of Subcontractor duties under the Occupational Health and Safety Act. Subcontractor further agrees that, if in the opinion of Contractor, the health and safety of any person or persons in endangered, or the effective operation of the systems put in place to ensure the health and safety of any worker on the jobsite is not being implemented Contractor may take such action as it deems necessary and appropriate under the circumstances present, including, without limitation, the following:

- Contractor may require Subcontractor to remedy the condition immediately at its own expense:
- Contractor may shut the site down in whole or in part until the condition is remedied:
- Contractor may remedy the condition at its own expense and backcharge the Subcontractor for the remedial cost of such work, together with an appropriate charge for Contractors overhead, to be determined by Contractor in its sole discretion: and/or
- Contractor may terminate the Contract without further liability to Subcontractor, and may hold subcontractor fully liable for any losses incurred by Contractor as a Result of such termination.
- Contractor shall be entitled to recover fines assessed by any governmental body due to Subcontractor's violation of any terms of this Agreement.

3.6 No Gifts, Etc. Neither Subcontractor nor any partner, director, employee, or agent of Subcontractor shall, without specific written authorization of Contractor, give or receive from any commission, fee, rebate, gift or loan of significant cost or value to any person or entity in connection with or as a result of Subcontractor's Work provided hereunder (excluding Gifts from Contractor pursuant to Section 22), including, without limitation, to any officer or employee of any government, department, agency or instrumentality, to influence any decision, or to gain any other advantage for Contractor or Subcontractor. Subcontractor shall not (a) enter into any business arrangement with any partner or employee of Contractor, or any affiliate of same other than one acting in a capacity as a representative of Contractor

or such affiliate in accordance with this Agreement and with the prior written approval of Contractor or (b) engage in any employment or enter into any contract or agreement that conflicts with Subcontractor's obligations under this Agreement. In the event of a violation of this Section 3.6, Subcontractor shall pay to Contractor any and all amounts received by Subcontractor or any other individual or entity described above, however, such payment shall not limit, or operate as a waiver of, any other legal or equitable rights which Contractor may have against Subcontractor at law, in equity, or under this Agreement. Due to the nature of this transaction and the potential exposure to various forms of fines, penalties, sanctions and other damages to Contractor's business and reputation, all of which are, at the date of executing this Agreement, impractical and extremely difficult to ascertain in advance, Contractor and Subcontractor agree that if Contractor terminates this Agreement due to the breach of this Section 3.6, then, as the a monetary remedy for such breach and at Contractor's election and, as liquidated damages and not as a penalty, Subcontractor agrees that Subcontractor shall not be paid any amounts billed but unpaid for Subcontractor's compensation for Work completed prior to the Termination Date. This provision shall not be construed as a waiver of Contractor's right to obtain temporary or permanent injunctive relief for any breach or threatened breach by Subcontractor of this Section 3. In addition to the remedies available under Section 3.6, and at Contractor's election, Contractor shall also be entitled to all available remedies in law or in equity for breach of this Section 3, including, but not limited to rescission, actual and/or consequential damages.

4. **JOB RULES:** Subcontractor hereby acknowledges it has read, and will comply with Contractor's Code of Safe Practices and has been informed of and will comply with Contractor's policies concerning safety, reasonable restrictions on use and access to the construction site by unauthorized personnel and the rules and policies concerning Contractor's prohibition of solicitation or distribution on the Community, which are as follows:

4.1 Contractor has posted "No Trespassing" signs in conspicuous and appropriate places through the construction site. The structures being built are located on private property. Because Contractor may be held accountable for any injuries to persons or property occurring on the jobsite, access to the construction Community by unauthorized persons, i.e., members of the general public or off-duty employees or family members of Subcontractor's employees, is strictly prohibited. Subcontractor acknowledges the posting of Contractor's "no trespass", "no solicitation" and "no distribution" signs, and acknowledges that the construction is occurring on private property under exclusive control and care of Contractor. Moreover, Subcontractor agrees to abide by these reasonable rules and procedures and contractual language to the contrary contained in agreements between Subcontractor and any labor organization. Subcontractors who may be working on the Community have no authority, contractual or otherwise, to permit access to the construction site to any unauthorized persons, including solicitors, sales persons, off-duty employees, or officials of any labor organization. In the event unauthorized persons do enter the construction site in contravention of this statement of policies and procedures, Contractor shall regard such entry as an unlawful trespass.

4.2 Hard-hats are required for all employees of Subcontractor.

4.3 The consumption of alcohol or illegal substances on the jobsite WILL NOT BE TOLERATED, AND IS CAUSE FOR IMMEDIATE TERMINATION OF THIS CONTRACT. No alcoholic beverages or illegal substances are allowed on job site at any time. Anyone found under the influence of alcohol or a controlled substance shall be removed from the job site at once. Continued abuse of this requirement by Subcontractor or its employees shall be considered grounds for termination of the Contract.

4.4 No animals shall be allowed on the job site. Subcontractor is asked to inform employees of this rule before work commences so as to eliminate any hardship on pets in the event they must be removed from the job site.

4.5 All traffic laws, ordinances, rules and regulations shall be observed by subcontractors and their employees on the job site, and within the Community. The speed limit within the Community is 5 MPH. Subcontractor and its employees shall not speed or otherwise operate their automobiles in a dangerous or offensive manner within the Community.

4.6 Subcontractor agrees there shall be no parking of construction vehicles on finished lots, finished driveways, or in garages.

4.7 Contractor will provide portable toilet facilities for the use of Subcontractors employees. Use of bathroom facilities in model or production homes is prohibited.

4.8 No eating, drinking or smoking is permitted in any home at any time.

4.9 Subcontractor's personnel shall not set tools, machinery, materials, or trash on any countertops, bathtubs, vinyl or ceramic areas.

4.10 Subcontractor is prohibited from performing any additional work for any of Contractor's homebuyers or prospective homebuyers at any time without express prior written approval from an officer of Contractor at the office address listed above. Non-approved work will be removed at Subcontractor's expense, and continued violation of this rule will result in the termination of this Contract.

4.11 Neither Subcontractor nor any partner, director, employee, or agent of Subcontractor shall, without specific written authorization of Contractor, give or receive any commission, fee, rebate, gift or loan of significant cost or value to any person or entity in connection with or as a result of Subcontractor's Work provided hereunder, including without limitation to any officer or employee of any government, department, agency or instrumentality, to influence any decision, or to gain any other advantage for Contractor or Subcontractor. Subcontractor shall not enter into any business arrangement with any partner or employee of Contractor, or any affiliate of the same other than as a representative of Contractor or such affiliate in accordance with this Contract and with the prior written approval of Contractor or without limitation to engage in any employment or enter into any contract or agreement that conflicts with Subcontractor's obligations under this Contract.

5. **EQUIPMENT:** Should Subcontractor or its employees use Contractor's or any other subcontractor's equipment, scaffolding or other facilities, it is understood and agreed such use shall be at Subcontractor's sole risk, and by the use thereof, Subcontractor hereby waives all claims and liability against Contractor, assumes the full risk of the operation thereof, and assumes full responsibility for any and all loss, cost, expense, damage, or injury, including reasonable attorneys' fees, arising therefrom. Security may, at Contractor's discretion, be utilized at various times during the course of construction. This, however, will not constitute acceptance of or responsibility for the security and safekeeping of Subcontractor's equipment or materials by Contractor. Subcontractor shall protect materials supplied to it from any source and the work to be performed by it pursuant to this Contract, and shall at all times be responsible for the good condition thereof until final completion of all work to be performed by Contractor and its

subcontractors. In no event shall Contractor become responsible for loss or damage to the Work or materials belonging to, supplied by or under the control of Subcontractor.

6. **CLEAN UP:** Subcontractor agrees to clean up and remove all its debris, rubbish, hazardous or toxic discharges and surplus materials as the Work progresses and to keep its own Work protected from damages by the elements and from damage likely to be occasioned in the performance of the Work. Subcontractor agrees to place all trash in bins on a daily basis. Subcontractor agrees to protect all other parts of the Community from damage likely to be caused by Subcontractor's Work. Should any such damage occur, Subcontractor agrees to immediately repair the same. Any default of Subcontractor in any such cleaning or protection from damage, may be remedied by Contractor, and the cost thereof deducted (at a rate of $50.00 per hour for Contractor's labor) from the Contract Price.

   6.1 **HURRICANES AND TROPICAL STORMS**: Subcontractor agrees to provide any means necessary to remove or secure Subcontractor's tools, equipment and materials at the Project site in the event of an impending storm. Subcontractor acknowledges that it is Subcontractor's responsibility to provide sufficient manpower/equipment, upon request by Lennar, to insure maximum safety in the event of a storm occurrence. If Subcontractor is unable to perform this service as required by Lennar, Lennar reserves the right to take whatever action is deemed required and backcharge all associated costs to Subcontractor. Subcontractor also agrees to hold Lennar harmless for any damage to tools, equipment, and/or materials left at the Project site in the event of a storm occurrence. Subcontractor may be held liable by Lennar or others for damages incurred by Subcontractor's materials, debris or equipment not being removed from or properly secured at the Project site.

7. **INSURANCE:** Subcontractor agrees to procure and maintain at its own expense the insurance set forth in Exhibit "C" hereto, which requirements are incorporated by this reference as though set forth in full herein.

8. **WARRANTY:** Neither the final payment nor any provision in the Contract documents shall relieve Subcontractor of responsibility for faulty materials or workmanship. In addition to the specific guarantees required by the Scope of Work and the Specifications for the Work, Subcontractor guarantees all the work to be performed and all the materials to be furnished under this Contract against defects in material or workmanship, at its own expense and without cost to Contractor, for a period beginning at the date Contractor conveys title of the subject of the work to a purchaser, and continuing from such date until the last of the following to occur: (1) one year, (2) the duration of any limited written warranty given by Contractor to such purchaser, or (3) the duration of any applicable common law, state or federal statutory warranties. It is the policy of Contractor to provide each homebuyer with an Orientation tour of his or her prior to close of escrow, and all items noted during such Orientation as needing correction should be corrected before the homebuyer closes escrow. Accordingly, Subcontractor shall complete all Orientation correction items promptly upon receipt of notice from Contractor and in any event within forty-eight (48) hours of receipt of such notice. With regard to non-Orientation warranty items, Subcontractor shall complete the corrective work within five (5) working days from receipt of the original notice. In the event of an emergency, Subcontractor agrees to respond and repair or replace any defective work or materials within twenty-four (24) hours from receipt of such notice. In addition, a seven (7) day-a-week and a twenty-four (24) hour on-call emergency service must be provided by subcontractors providing roofing, plumbing, electrical and HVAC.

   8.1 APPOINTMENTS. Subcontractor shall be required to give the homeowner notification that the homeowner's warranty service call will be within a four (4) hour period in either the morning or the afternoon. Should Subcontractor agree to make warranty repairs to a specific home, and fail to keep its appointment with the homeowner, without giving at least 24 hours' notice of cancellation to the homeowner, or does not keep such appointment within the set four (4) hour period, Subcontractor acknowledges that its actions will cause damage to the reputation of Contractor, and may damage the relationship of Contractor with its homeowners. Such damages would be extremely difficult and impractical to precisely compute. The parties therefore agree that as liquidated damages, and not as a penalty, Subcontractor will pay Contractor the sum of $250.00 for every appointment it misses or is over four (4) hours late in keeping for warranty service calls. Subcontractor further agrees that the amount of such liquidated damages may be backcharged against any then open contract between Contractor and Subcontractor.

   8.2 FAILURE TO PERFORM WARRANTY SERVICE. In the event Subcontractor fails to repair or replace any work or materials after receiving reasonable notice of Contractor's request to repair or replace the same, Contractor may, at its sole option and discretion, elect to repair or replace such work or materials, and hold Subcontractor liable for such repair or replacement (including any administrative costs incurred by Contractor), and may backcharge or withhold the cost of such repair or replacement from any account then payable by Contractor to Subcontractor. Nothing in the foregoing provision shall, in any manner, diminish or defeat any legal right Contractor may have to proceed against Subcontractor, including, but not limited to the right to recover for latent defects.

   8.3 **CONDOMINIUM WARRANTY (IF APPLICABLE)**: In addition to all other warranties provided by Subcontractor, for condominium projects, Subcontractor warrants that all labor, materials and/or services furnished for the Work will be free of defects for such additional periods of time as Subcontractor or Lennar may be required to warrant the Work under Florida's Condominium Act.

9. **CHANGES TO THE CONTRACT:** Contractor shall have the right at any time, by a written change notice signed by Contractor, to make changes in any one or more of the following parts of this Contract: (a) the Plans and Specifications; (b) the Scope of Work; or (c) the time for performance of all or any portion of the Work. If any such change notice causes an increase or decrease in the cost of or the time required for the performance of any part of the Work, equitable adjustment will be made in the Contract Price or the time for performance or both, and any modification to the Contract shall be in writing and signed by the parties hereto. Any claim by Subcontractor for adjustment under this paragraph must be submitted to Contractor in writing within ten (10) days from the date of receipt by Subcontractor of notification of change. Nothing contained herein shall excuse Subcontractor from proceeding with the Work as changed even though a mutually agreed price or time for performance change has not been reached. No extra allowances will be made to cover any costs in excess of the Contract Price unless initiated by Contractor's Superintendent using the "Extra and Back-Charge Request Form". This form will describe the "Extra" being requested and will be signed by the authorized representative of Contractor. Upon delivery of "Extra", Subcontractor will receive the signed copy of the Request. Contractor will initiate payment, provided the request was not part of the Contract, by issuing a Purchase Order or Change Order. If Subcontractor is receiving a Back-Charge, it will be initiated by

Contractor's Superintendent using the "Extra and Back-Charge Request Form". This Back-Charge will indicate the work completed along with any backup documentation which may apply. All extra work will require submittal of daily "extra work order" time cards to be stamped by Contractor's Superintendent on a daily basis, submitted at the time of invoice, and be separate from Contract Work; referencing Purchase Order and/or Change Order. Any deviation by Subcontractor of above procedure may result in delay or forfeiture of payment. Contractor may at any time, in its sole discretion, change the number of any particular elevation without incurring additional costs for said changes, save and except the actual cost of the elevation.

10. **PAYMENT:** Contractor agrees to pay Subcontractor for the full and faithful performance of the Work the sum of _____ (____) based on the schedule set forth in Exhibit "B" (the "Detail Payment Schedule") attached hereto and incorporated herein by this reference. The plan elevation base pricing is as follows:_____ Contractor will make payments to Subcontractor in accordance with the following procedure:

10.1 Completed work will be processed for payment automatically through BuildPro. Subcontractor shall present Contractor with (a) lien releases from Subcontractor on appropriate Contractor's forms and (b) lien releases from Subcontractor's suppliers on appropriate Contractor's forms, in each case, for all work performed as of the date of payment.

10.2 Contractor will pay _____ (_____) days after being submitted to BuildPro.

10.3 Contractor shall retain _____ percent of the total Contract Price pursuant to Exhibit "B".

10.4 If applicable, the retained percentage shall be paid within thirty-five (35) days after completion and acceptance of the Work by Contractor, the City or County having jurisdiction over the Work, the Federal Housing Administration or Veterans Administration, if applicable, and other inspectors having the duty and obligation to inspect the construction of the Community and Subcontractor's full and faithful performance of all other provisions of this Contract, including, but not limited to, Articles Six and Eight.

10.5 Invoiced payments will be made only if Subcontractor's progress and workmanship are acceptable to Contractor, which acceptance shall not be unreasonably withheld, and Subcontractor, before receiving any payment, shall furnish Contractor releases stating all labor, materials and other items used by Subcontractor in the performance of the Work have been paid in full or will be paid in full upon receipt of the payment then being requested. If requested to do so by Contractor, Subcontractor shall execute any other documentation reasonably necessary to ensure the lien-free status of the property with respect to the performance of the Work.

10.6 The parties hereto agree that all funds paid Subcontractor shall first be used by Subcontractor to discharge obligations incurred by Subcontractor in performance of the Work and the funds shall not be used for any other purpose. The obligations referred to herein shall be those which, if not satisfied, would or could eventually be an obligation of Contractor or which would or could result in subjecting the Community to a mechanic's lien or other encumbrance on the real property upon which the Community is being constructed.

10.7 If at any time during the progress of the Work there should be evidence of any lien, stop notice or claim for material or equipment furnished or work performed pursuant hereto for which Contractor or its property may become liable, Contractor shall have the right to retain money due Subcontractor hereunder or under any other contract with Subcontractor; an amount sufficient to make Contractor whole against any such lien or claim and to pay such monies as Contractor reasonably believes to be due to such claimants, either by joint check with Subcontractor or by payment directly to such claimant(s).

10.8 Any authorized extra labor shall be paid at the rate of $ 30 per hour. All billing requests for extras will be paid only if the complete billing packages are submitted within sixty (60) days after the completion of the extra work for which payment is being requested. All other requests for payment pursuant to this Contract will be paid only if the complete billing package for such work is submitted within ninety (90) days after the completion of the work for which payment is being requested. Payment requests not complying with the invoice submission periods set forth above will not be paid.

10.9 Subcontractor shall have no right to receive any further payment after default by it of any term of this Contract until such time as the Work performed by Subcontractor is completed and accepted by Contractor, the default is cured and Contractor's damages have been indemnified by Subcontractor.

11. **ASSIGNMENT OF THE CONTRACT BY SUBCONTRACTOR:** Subcontractor shall not assign this Contract or any part thereof, or assign any monies due or to become due hereunder without first obtaining the prior written consent of Contractor.

12. **SUBCONTRACTOR'S FAILURE TO PERFORM:** In addition to Contractor's, other remedies set forth elsewhere in this Contract for Subcontractor's failure to perform its obligations under this Contract, upon the occurrence of any one or more of the following events and the continuation thereof for a period of twenty-four (24) hours following written or oral notice thereof by Contractor to Subcontractor:

12.1.1 Subcontractor fails to complete the whole or any portion of the Work in a timely manner, or in the opinion of Contractor, Subcontractor is not making sufficient progress with the Work, either due to lack of material, personnel or otherwise;

12.1.2 Subcontractor or any subcontractor or supplier of Subcontractor become delinquent in contributions or payments required to be made to any Welfare, Pension, Vacation, Apprenticeship or other employee benefit program or Trust;

12.1.3 Contractor or any other subcontractor shall be unable to proceed with the Community because of any action by one or more employees of Subcontractor or any subcontractor or by any person or labor organization purporting or attempting to represent any employee of Subcontractor or any subcontractor, or the presence of Subcontractor or its subcontractors on the Community causes any labor relations problems, including but not limited to picketing, strikes, slowdowns or interference with the operations of Contractor;

12.1.4 Subcontractor fails to remedy any defect of material or workmanship furnished by it when and as required by Contractor;

12.1.5 Subcontractor is unable to pay debts as they mature or makes any assignment for the benefit of creditors or in the event any petition is filed by or against Subcontractor under the Bankruptcy Act;

12.1.6 Subcontractor fails to comply with Contractor's Codes of Safe Practices or Job Rules;

12.1.7 Subcontractor substitutes materials without Contractor's written consent;

12.1.8 Subcontractor assigns its obligations, or any part thereof, to another subcontractor or supplier without Contractor's prior written consent; or

12.1.9 Subcontractor violates any other provision of this Contract;

12.10 Subcontractor does not make prompt and proper payments for labor, services, work, materials or equipment furnished by third parties to it.

12.11 Another contractor is damaged by an act for which Subcontractor is responsible.

12.12 Subcontractor or any third party furnishing labor, services, work, materials, equipment, tools or other items for the Work files any claim or lien against the property where the Work has been performed and such claim or lien has not been discharged or resolved within twenty-four (24) hours after notice thereof to Subcontractor, and Subcontractor has not posted a discharge bond within this twenty-four (24) hour period.

12.13 Subcontractor fails to perform warranty service under this Agreement or any other prior or contemporaneous subcontractor agreement with Contractor.

12.14 Contractor is fined by any governmental agency on account of or arising out of Subcontractor's (or its subcontractors or agents) violation of any law, ordinance, regulation, administrative ruling and/or court order. Contractor may, without further notice to Subcontractor, terminate this Contract in whole or in part and, either through its own employees or through any subcontractor of its choice, complete the portion of the Work terminated or remedy such defect of material or workmanship and upon such termination Subcontractor shall be liable to Contractor for any and all loss, damage or expense, directly or indirectly suffered by Contractor from such failure by Subcontractor, including, but not limited to, any liquidated damages imposed upon the Contractor and reasonable attorneys' fees incurred or paid by Contractor. The costs incurred by Contractor as a result of the above actions may be deducted from this Contract, or any other contract then extant with Subcontractor. Should the amount or balance due on this Contract be insufficient, Contractor may collect the deficiency by legal process In the event Contractor must use its own labor to complete all or any portion of the Work of this Contract, including but not limited to warranty service work, Contractor's labor shall be charged at the rate of fifty ($50) dollars per hour. If Contractor, through its own employees or through any such subcontractor of its choice, completes the Work pursuant to the provisions of this paragraph, it may use or permit any such subcontractor to use all material and equipment of Subcontractor on the site on the date of giving such notice.

12.2 In the event of Subcontractor's failure to make satisfactory progress with the Work, Contractor may also, without terminating the Contract, furnish or cause to be furnished the necessary materials or employ or cause to be employed the necessary workmen to remedy the situation at the expense of Subcontractor and all material and equipment of Subcontractor on the site, may at the option of Contractor, be used by Contractor or its additional subcontractors. The costs incurred by Contractor as a result of the above actions shall be charged against Subcontractor and Contractor may deduct same from this Contract, or any other contract then extant with Subcontractor. Should the amount or balance due on this Contract be insufficient, Contractor may collect the deficiency by legal process.

12.3 Contractor may also, upon the happening of any of the events listed in paragraphs 12.1.1-12.1.9 above, without terminating the Contract, remove Subcontractor from the Community until such time as Subcontractor remedies such deficiency. In the event Subcontractor's employees are removed for failure to comply with the noted deficiency, Subcontractor acknowledges Contractor will suffer damages from the delay in the construction schedule. Such damages would be extremely difficult and impractical to precisely compute. The parties therefore agree that, as liquidated damages, and not as a penalty, Subcontractor will pay Contractor the sum of $100.00 per home per day for each day Subcontractor is absent from the jobsite by reason of being removed, and such sum may be backcharged against any contract then open between the parties.

13. **DEFENSE AND INDEMNITY:** Subcontractor shall defend Contractor and its officers, directors, agents and employees against any claim of any kind or nature made against Contractor and its officers, directors, agents and employees by anyone (other than Subcontractor) as a direct or indirect result of the Work. The monetary limitation on the extent of the limitation that bears a reasonable commercial relationship to the Contract, as defined by Section 725.06, Florida Statutes, is the Contract Price unless the Contract Price is less than one million dollars, then the monetary limitation is one million dollars. This provision is incorporated by reference into the project specifications or bid documents, if any. In addition, to the fullest extent permitted by law, Subcontractor shall indemnify Contractor and its officers, directors, agents and employees for and hold Contractor and its officers, directors, agents and employees harmless from any damage, injury, loss, liability or expense (including, but not limited to, attorney and expert fees) incurred by Contractor as a direct or indirect result of the Work. However, Subcontractor shall not be obligated to defend Contractor against any claim or indemnify Contractor for or hold Contractor harmless from any damage, injury, loss, liability or expense incurred by Contractor resulting solely from the negligence or willful misconduct of Contractor or others and not in any way resulting from any act or omission of Subcontractor. Payment to Subcontractor by Contractor of any sums purportedly due under the Contract shall not be a condition precedent to Contractor's right to enforce Subcontractor's obligations hereunder to defend, indemnify and/or hold harmless Contractor. Subcontractor's obligations to defend, indemnify and hold harmless Contractor shall survive the expiration and termination of the Contract and shall continue until such time as all actions against Contractor arising directly or indirectly out of the Work are barred by applicable statutes of limitations. Subcontractor's obligation hereunder to defend Contractor is entirely separate from and independent of Subcontractor's obligation hereunder to indemnify and hold harmless Contractor and applies whether Subcontractor's liability has been determined and whether Contractor has incurred any damage, injury, loss, liability or expense as a direct or indirect result of the Work. Subcontractor agrees that during any stage of any claim, mediation, arbitration or lawsuit relating directly or indirectly to the Work, Contractor shall be entitled to summary adjudication of Subcontractor's obligation hereunder to defend Contractor. Subcontractor further agrees that Subcontractor shall reimburse Contractor for Contractor's reasonable attorney fees and other litigation expenses

incurred in enforcing Subcontractor's obligations hereunder to defend, indemnify and/or hold harmless Contractor. In any and all claims against Contractor hereunder by any employee of Subcontractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Subcontractor or any subcontractor under workers' or workmen's compensation acts, disability acts or other employee benefit acts. In addition, in no event shall Subcontractor's obligations hereunder be limited to the extent of any insurance available to or provided by Subcontractor.

13.1 **INDEMNITY LIMITATION AND CONSIDERATION**: To the extent a limitation is required by section 725.06, Florida Statutes, the parties agree that the monetary limitation for all indemnity provisions contained in the Agreement is the greater of $1,000,000.00 or the total contract sum. Any indemnity provision contained in the Agreement which may be limited by section 725.06, Florida Statutes is intended to fully comply with section 725.06, Florida Statutes. The parties expressly agree that the limitation contained herein, if applicable, bears a reasonable commercial relationship to the Agreement.

14. **WAIVER OF TRIAL BY JURY/ARBITRATION: TO THE FULL EXTENT ALLOWED BY APPLICABLE LAW, THE SUBCONTRACTOR AND THE CONTRACTOR HEREBY EXPRESSLY COVENANT AND AGREE TO WAIVE THE RIGHT TO TRIAL BY JURY IN CONNECTION WITH ANY LITIGATION OR JUDICIAL PROCEEDING RELATING TO OR CONCERNING, DIRECTLY OR INDIRECTLY, THIS AGREEMENT OR THE CONDUCT, OMISSION, ACTION, OBLIGATIION, DUTY, RIGHT, BENEFIT, PRIVILEGE OR LIABILITY OF A PARTY. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN AND IS KNOWINGLY, INTENTIONALLY AND VOLUNTARILY MADE BY THE SUBCONTRACTOR AND THE CONTRACTOR, AND BOTH ACKNOWLEDGE THAT SEPARATE AND GOOD AND VALUABLE CONSIDERATION HAS BEEN PROVIDED BY EACH FOR THIS WAIVER. THE SUBCONTRACTOR AND THE CONTRACTOR HAVE HAD AN OPPORTUNITY TO SEEK LEGAL COUNSEL CONCERING THIS WAIVER. THIS WAIVER IS INTENDED TO AND DOES ENCOMPASS EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A JURY TRIAL WOULD OTHERWISE ACCRUE. THE SUBCONTRACTOR AND THE CONTRACTOR FURTHER CERTIFY AND REPRESENT TO EACH OTHER THAT NO PARTY, REPRESENTATIVE OR AGENT OF THE SUBCONTRACTOR OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THEIR RESPECTIVE COUNSEL) HAS REPRESENTED, EXPRESSLY OR OTHERWISE TO THE SUBCONTRACTOR OR THE CONTRACTOR OR TO ANY AGENT OR REPRESENTATIVE OF THE SUBCONTRACTOR OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THEIR RESPECTIVE COUNSEL) THAT THEY WILL NOT SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL. THIS WAIVER SHALL APPLY TO THIS AGREEMENT AND ANY FUTURE AMENDMENTS, SUPPLEMENTS OR MODIFICATIONS OF THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, IN THE EVENT A CLAIM OR CONTROVERSY ARISES BETWEEN CONTRACTOR AND ANY THIRD PARTY REGARDING MATERIALS SUPPLIED AND/OR WORK PERFORMED BY OR THROUGH SUBCONTRACTOR, AND SUCH CLAIM OR CONTROVERSY IS SUBJECT TO BINDING ARBITRATION BETWEEN CONTRACTOR AND THE THIRD PARTY, SUBCONTRACTOR AGREES TO PARTICIPATE AS A PARTY IN ANY MEDIATION OR ARBITRATION, AND TO BE BOUND BY ANY ARBITRATION PROCEEDINGS OR ARBITRATION RULING IN SUCHARBITRATION.**

15. **CONSTRUCTION LOANS:** This Contract may be subject to, and when subject to, shall be contingent upon Contractor obtaining a construction Loan for the Community satisfactory to Contractor. If such construction loan is not, for any reason, obtained and recorded for this Community from time to time as required, Contractor may terminate this Contract, and, at Contractor's option, may designate which portions of the Work covered by this Contract shall be performed by Subcontractor.

16. **NOTICES:** Except as noted above, any notice given under this Contract shall be given in writing and delivered either personally to the Superintendent at the Community for service on Contractor or to the representative of Subcontractor in charge of the work at the Community for service on the Subcontractor, or sent by United States mail or Federal Express or comparable overnight delivery service, postage prepaid, addressed to the party to be charged at the address as the same appears herein or at such other address as either party may give by written notice to the other. Notices shall be deemed received when delivered personally or twenty-four (24) hours of delivery by such overnight service as aforesaid or within 3 days following deposit in the United States mail. As used herein, the term "days" shall mean and refer to consecutive calendar days.

17. **ENTIRE AGREEMENT:** This Contract, together with any related documents expressly referred to herein, constitutes the entire agreement and understanding between the parties, and supersedes any and all other prior agreements or understandings, whether written or oral, regarding the Work or the Community.

18. **INDEPENDENT CONTRACTOR STATUS:** At all times in the performance of this Contract, Subcontractor is acting as an independent contractor solely responsible for the employment, acts, errors, omissions, control and direction of its employees, agents and independent contractors. Nothing contained in this Contract shall authorize or empower Subcontractor to assume or create any responsibility whatsoever, express or implied, on behalf of or in the name of Contractor, or to bind Contractor in any manner, or make representation, warranty, or commitment on behalf of Contractor. This Contract does not create a partnership or joint venture between Contractor and Subcontractor.

19. **SUBCONTRACTOR LICENSING:** SUBCONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD.

20. **SEVERABILITY:** If any provision of this Contract is determined to be invalid, illegal or unenforceable, the remaining provisions of this Contract shall remain in full force and effect provided that the economic and legal substance of the transactions contemplated is not affected in any manner materially adverse to any party. In the event of any such determination, the parties agree to negotiate in good faith to modify this Contract to fulfill as closely as possible the original intent and purposes hereof. To the extent permitted by law, the parties hereby to the same extent waive any provisions of law that renders any provision hereof prohibited or unenforceable in any respect.

21. TO THE EXTENT NOT PROHIBITED BY LAW, SUBCONTRACTOR HEREBY WAIVES AND RELINQUISHES ANY AND ALL STATUTORY OR CONTRACTUAL RIGHTS THAT IT MAY HAVE TO OBTAIN STOP NOTICES OR LIENS, MECHANICS' OR OTHERWISE, AGAINST THE PROPERTY OR IMPROVEMENTS THAT ARE THE WORK AND AGREES NOT TO FILE ANY SUCH NOTICE OR LIEN AGAINST SUCH PROPERTY OR IMPROVEMENTS FOR ANY LABOR, SERVICE, WORK MATERIALS, EQUIPMENT,

TOOLS OR OTHER ITEMS FURNISHED TO OR FOR CONTRACTOR. TO THE EXTENT NOT PROHIBITED BY LAW, SUBCONTRACTOR AGREES TO LOOK SOLELY TO ITS CONTRACTUAL RIGHTS FOR RECOVERY.

22. **CUSTOMER APPRECIATION GIFTS OR EVENTS:** Because Lennar appreciates the efforts of its subcontractors and their employees, Lennar periodically gives its subcontractors and subcontractors' employees customary and nominal tokens of its appreciation, such as, without limitation, logo and non-logo apparel, rounds of golf, spa days, meals, materials and other "customer appreciation" gifts or outings. Subcontractor acknowledges and agrees that Lennar's giving such tokens of appreciation to Subcontractor or Subcontractor's employees is customary in the industry and does not constitute an attempt to improperly influence Subcontractor or Subcontractor's employees and does not and will not give rise to any claims for civil or criminal misconduct. Lennar fully understands that as a consequence of accepting any tokens of appreciation from Lennar, Subcontractor or Subcontractor's employees will be under no obligation to Lennar other than those contained in this Subcontract Agreement. In order to ensure that Subcontractor is aware of this practice, Subcontractor expressly agrees that Lennar may, *at Lennar's sole discretion, without any obligation on the part of Lennar and without further notice to Subcontractor*, provide similar tokens of appreciation to Subcontractor or Subcontractor's employees without the need to obtain additional written or verbal consent from Subcontractor.

23. **IMMIGRATION:** Subcontractor specifically warrants and agrees it (i) shall not knowingly hire or continue to employ aliens not authorized to work in the United States, (ii) has and shall continue to verify the employment documentation specified in the Immigration Act, and (iii) has and shall properly complete and retain the Immigration and Naturalization Service's Form I-9 for all its employees covered by the Immigration Act. Accordingly and pursuant to Section 16 of this Agreement, Subcontractor agrees to defend, indemnify and hold Contractor free and harmless from and against any claims or charges asserted or filed against and any judgments, fines, penalties and assessments entered against Contractor arising from or as the result of the employment or engagement of any person inconsistent with the forgoing promises or the laws of the Unites States. In addition, should Subcontractor fail to comply with this Section, Contractor shall have the right to rescind this Agreement and/or declare Subcontractor in default under this Agreement and as a result Contractor will be entitled to all direct, indirect, consequential, impact, or other costs, expenses, or damages, included but not limited to costs, loss of organization, lost profits, or attorneys' fees arising out of or as a result of Subcontractor's breach of this Section. Furthermore, at builder's sole discretion and as a monetary remedy for such breach, Contractor may, as liquidated damages and not as a penalty, withhold all or any portion of payments owed to Subcontractor for any work completed but unpaid prior to Subcontractor's breach.

24. This Agreement is entered into in the state where the property is located and shall be interpreted and applied in accordance with the laws of the state where the property is located. If the foregoing is acceptable to you, please so indicate by signing and returning the original of this Contract. **IN WITNESS WHEREOF,** the parties hereto have executed this Contract as of the day and year first above written.

Contractor

By: _____

Print Name: Michael S. Ray

Title: Director of Purchasing

Subcontractor

By: _____

Print Name: G. Payne Southmayd

Title: Division Sales Representative

Federal I.D.# 26-0583131

License # 49588

Subcontractor's Initials _____ 9 Contractor's Initials _____

Scope of Work Contractor
Schedule A to Contractor Base Agreement

General

- Contractor/supplier shall provide a 24-hour emergency service 7 days a week.
- Contractor/supplier shall respond to emergencies within four hours of initial call via phone. All repair work is to be completed within twenty-four hours of the initial call.
- The following job site rules must be adhered to by the contractor/supplier:
  - No vehicles permitted on driveways, flatwork, or in garages.
  - No parking in alleys.
  - No eating, smoking, or loud music inside any home.
  - All trash to be placed in designated area. Area to be kept clean. Homes swept clean.
  - No appliances or toilet facilities are to be used inside the homes.
  - Work is only allowed when the Construction Manager is in the community.

  A fine of $50.00 for the first offense and $100.00 for the second offense will be charged for violation of any of these rules. These fines will be collected by way of back charge from the contractor/supplier's check. Further violations will be subject to further fines and/or dismissal of contractor/supplier.
- No alcoholic or controlled substances in the community. A fine of $100.00 for the first offense will be charged for violation of this rule. This fine will be collected by way of back charge from the contractor/supplier's check. Any further violation of this rule will be subject to dismissal of contractor/supplier.
- It is the responsibility of your company to obey and observe safety regulations as set forth by O.S.H.A. while performing work for Lennar Homes. Any fines levied due to non-compliance of O.S.H.A. regulations by contractor/supplier or contractor/supplier's agents will be the sole responsibility of the contractor/supplier and will be charged back to the contractor/supplier accordingly. Lennar Homes will also impose fines for safety violations. The amount of these fines will vary on the violations and the number of offenses.
- There will be no partial payment for incomplete work.
- Contractor is required to have a current Contractor Base Agreement, Schedule A, Schedule B and Schedule C to the Contractor Base Agreement on file prior to starting any work.

Contractor/Supplier Signature

1/20/09
Date

12/29/05

ADDENDUM TO CONTRACTOR BASE AGREEMENT

SAFETY SURVEY GUIDELINES FOR CONTRACTORS

THE CONTRACTORS AGREES TO COMPLY WITH THE REQUIREMENTS OF THE OCCUPATION SAFETY AND HEALTH ACT, TO INCLUDE BUT NOT LIMITED TO THE FOLLOWING CRITERIA:

OSHA STANDARD	GENERAL GUIDELINES
PERSONAL PROTECTIVE EQUIPMENT	
HARD HAT	♦ SHALL BE WORN ON ALL CONSTRUCTION SITES (CURB TO CURB)
EYE PROTECTION	♦ IS REQUIRED WHENEVER THERE ARE FLYING PARTICLES THAT COULD STRIKE THE EYES. SUCH AS PNEUMATIC TOOLS, SAWING, JACK HAMMERING, DRILLING, SANDING, ETC.
PROPER FOOTWEAR/CLOTHING	♦ APPROPRIATE FOR THE JOB BEING DONE SUCH AS CARPENTERS WEARING A SHOE WITH A SOLE THAT WILL RESIST NAIL PENETRATION AND WEARING GLOVES, LONG SLEEVES SHIRTS AND LONG PANTS WHEN APPROPRIATE
DUST, MISTS, PAINT, FIBROUS MATERIALS	♦ DUST MASKS OR APPROPRIATE RESPIRATORY EQUIPMENT WILL BE USED
EXTERIOR FALL PROTECTION IN USE	
ROOFS	♦ A SLIDE GUARD SHALL BE USED ON ROOFS WITH A PITCH UP TO 8:12 AND EAVE IS 25 FEET OR LESS. OVER 9:12 PITCH CONVENTIONAL FALL PROTECTION SHALL BE USED.
LANDINGS	♦ IF THE LANDING IS OVER 6 FEET ABOVE THE ADJACENT SURFACE THERE MUST BE A STANDARD GUARDRAIL
DECKS	♦ IF THE DECK IS 3 FEET OR OVER ABOVE THE ADJACENT SURFACE THERE MUST BE A STANDARD GUARDRIAL
STEPS	♦ NO POINT OF ACCESS CAN HAVE A STEP GREATER THAN 19 INCHES
OPEN SIDED PLATFORMS	♦ IF THERE ARE 4 OR MORE RISERS OR 30 INCHES OF RISE, (WHICH EVER IS LESS) THEN THERE MUST BE A HANDRAIL ♦ ALL PLATFORMS 3 FEET OR MORE ABOVE THE ADJACENT SURFACE MUST BE GUARDED WITH A STANDARD GUARDRAIL
SCAFFOLDING	♦ SET UP ON FIRM SOLID GROUND ♦ NO BRICKS, BLOCKS OR SCRAP LUMBER USED TO LEVEL THE SCAFFOLD, ONLY USE PROPER LEVELING APPARATUS ♦ SCAFFOLDING OVER 10 FEET HIGH MUST HAVE GUARDRAIL,MID-RAIL AND TOE BOARD ON ALL OPEN SIDES.

Subcontractors Initials

ADDENDUM TO CONTRACTOR BASE AGREEMENT

SAFETY SURVEY GUIDELINES FOR CONTRACTORS

THE CONTRACTORS AGREES TO COMPLY WITH THE REQUIREMENTS OF THE OCCUPATION SAFETY AND HEALTH ACT, TO INCLUDE BUT NOT LIMITED TO THE FOLLOWING CRITERIA:

OSHA STANDARD	GENERAL GUIDELINES
INTERIOR FALL PROTECTION IN USE	
HAND RAILS	♦ STAIRS WITH MORE THAN 3 RISERS MUST BE EQUIPPED WITH A HANDRAIL LOCATED BETWEEN 30" AND 37" ABOVE THE STAIR TREAD IN-LINE WITH THE RISER ♦ HANDRAIL MUST BE CONTINUOUS AND BE LOCATED A MINIMUM OF 3" OUT FROM THE WALL STAIR RAILS
STAIR RAILS	♦ ANY STAIRS WITH AN OPEN SIDE OF 4 OR MORE RISERS MUST BE EQUIPPED WITH A STAIR RAIL ON THE OPEN SIDE ♦ STAIR RAIL SHALL BE NOT LESS THAN 36" FROM THE TOP OF THE STAIR RAIL TO THE SURFACE OF THE TREND, IN LINE WITH THE FACE OF THE RISER AT THE FORWARD EDGE OF THE TREAD
OPEN SIDED PLATFORMS	♦ ALL PLATFORMS 6 FEET OR MORE ABOVE THE ADJACENT SURFACE MUST BE GUARDED OR COVERED.
FLOOR OPENING	♦ ANY OPENING IN THE FLOOR GREATER THEN 12"x12" MUST BE PROPERLY GUARDED OR COVERED
WALL OPENINGS	♦ ANY OPENING IN THE WALL THAT IS GREATER THAN 18"x30" IS CONSIDERED TO BE A "WALL OPENING" AND MUST BE GUARDED IF THERE IS GREATER THAN A 4-FOOT FALL TO THE ADJACENT SURFACE
WINDOWS	♦ WHEN THE WINDOW HAS NOT BEEN INSTALLED AND THE DISTANCE FROM THE WINDOW SILL TO THE GROUND IS GREATER THAN 4 FEET, THE WINDOW MUST BE GUARDED AS FOLLOWS: o IF THE SILL HEIGHT IS BETWEEN 12" AND 39" ABOVE THE FLOOR THERE MUST BE A STANDARD GUARDRAIL LOCATED AT 42" HIGH o IF THE SILL HEIGHT IS BETWEEN 4" AND 12" ABOVE THE FLOOR THERE MUST BE A STANDARD GUARDRAIL AT 42" AND A MID-RAIL HALFWAY BETWEEN THE SILL AND THE GUARDRAIL o IF THE SILL HEIGHT IS LESS THEN 4" ABOVE THE FLOOR THERE MUST BE A STANDARD GUARDRAIL, MID-RAIL AND A 4" TOE BOARD
SCAFFOLDING	♦ SET UP ON FIRM SOLID GROUND ♦ NO BRICKS, BLOCKS OR SCRAP LUMBER USED TO LEVEL THE SCAFFOLD, ONLY USE PROPER LEVELING APPARATUS ♦ SCAFFOLDING OVER 10 FEET HIGH MUST HAVE GUARDRAIL, MID-RAIL, AND TOE BOARD ON ALL OPEN SIDES.

Subcontractors Initials _____

ADDENDUM TO CONTRACTOR BASE AGREEMENT

SAFETY SURVEY GUIDELINES FOR CONTRACTORS

THE CONTRACTORS AGREES TO COMPLY WITH THE REQUIREMENTS OF THE OCCUPATION SAFETY AND HEALTH ACT, TO INCLUDE BUT NOT LIMITED TO THE FOLLOWING CRITERIA:

OSHA STANDARD	GENERAL GUIDELINES
LADDERS	
GOOD CONDITION	♦ NO JOB BUILT LADDERS ♦ NO BROKEN SIDE RAILS OR STEPS ♦ NO HOMEMADE REPAIR ♦ ALL BRACES INSTALLED BY THE MANUFACTURER ARE IN PLACE AND UNDAMAGED.
PROPER USE	♦ USED ACCORDING TO MANUFACTURERS SAFE USE INSTRUCTIONS. EXAMPLE: STEPLADDERS MUST BE OPENED AND RESTING ON ALL 4 FEET ♦ EXTENSION LADDERS MUST EXTEND A MINIMUM OF 3' PAST THE WORKING PLATFORM
TRENCHING & EXCAVATION	
PROTECTIVE SYSTEM	♦ IF THE EXCAVATION IS 5-FEET OR DEEPER THEN A PROTECTIVE SYSTEM MUST BE USED, PROTECTIVE SYSTEM INCLUDE: o SLOPING o SHORING o BENCHING ♦ THE PROTECTIVE SYSTEM ALLOWED WILL DEPEND ON THE SOIL CLASSIFICATION (TYPE A, B OR C SOIL)
PERIMETER GUARDING	♦ IF THE EXCAVATION, TRENCH, OR POOL COULD POSE A FALL HAZARD TO WORKERS ON THE JOB, OR THE GENERAL PUBLIC THERE NEEDS TO BE A BARRIER IN PLACE THAT WILL RESTRICT ACCESS ON THE SITE
POWER TOOLS	
CONDITION	♦ NO BROKEN HANDLES, SWITCHES OR CASINGS
GUARDS	♦ ALL GUARDS MUST BE IN OPERATIONAL CONDITION AND FUNCTIONING
CORDS	♦ NO BREAKS IN THE INSULATION ♦ BE OF THE SIZE AND TYPE SPECIFIED BY THE MANUFACTURE

Subcontractors Initials _____

ADDENDUM TO CONTRACTOR BASE AGREEMENT

SAFETY SURVEY GUIDELINES FOR CONTRACTORS

THE CONTRACTORS AGREES TO COMPLY WITH THE REQUIREMENTS OF THE OCCUPATION SAFETY AND HEALTH ACT, TO INCLUDE BUT NOT LIMITED TO THE FOLLOWING CRITERIA:

OSHA STANDARD	GENERAL GUIDELINES
EXTENSION CORDS	
CONDITION	♦ NO BREAKS IN THE INSULATION ♦ NO SPLICES IN THE CORD ♦ NO SPLICES IN THE CORD
PROPER GROUND	♦ EQUIPPED WITH GROUND PRONGS
GFI PROTECTED	♦ ALL EXTENSION CORDS MUST BE PROVIDED WITH A GFCI AS CLOSE TO THE POWER SOURCE AS POSSIBLE, OR BE COVERED BY WRITTEN "ASSURED EQUIPMENT GROUNDING" PROGRAM ♦ MUST HAVE STRAIN RELIEF; ALL CORDS MUST BE PROPERLY TIED OFF TO TEMPORARY POLE OR GENERATOR TO PREVENT PARTIAL DISCONNECTION
TANKS	
STORED & SECURED	♦ ALL TANKS MUST BE: o STORED ON A FIRM LEVEL SURFACE o SECURED FROM FALLING OVER o AREA DESIGNATED "NO SMOKING" WITHIN 100 FEET o IN AN AREA THAT PROTECTS THEM FROM BEING STRUCK BY EQUIPMENT AND VEHICLES o IF THERE IS OVER 500 POUNDS IN TOTAL QUANTITY THE STORAGE AREA, CAN NOT BE WITHIN 25 FEET OF ANY BUILDING OR STRUCTURE
OUT OF THE HOMES	♦ NO LP TANKS ARE TO BE STORED IN A HOME
GROUND FAULT PROTECTION	
GFCI TEMP. POLES	♦ ALL TEMPORARY POWER POLES MUST PROVIDE GFCI PROTECTION ♦ GFCI BREAKERS MUST BE CHECKED BEFORE USING TO INSURE THEY ARE WORKING
GENERATOR GFCI PROTECTED	♦ IF THE GENERATOR IS OVER 5 KW IT MUST BE GROUNDED ♦ ALL TEMPORARY POWER MUST BE EQUIPPED WITH GFCI PROTECTION

Subcontractors Initials

ADDENDUM TO CONTRACTOR BASE AGREEMENT

SAFETY SURVEY GUIDELINES FOR CONTRACTORS

THE CONTRACTORS AGREES TO COMPLY WITH THE REQUIREMENTS OF THE OCCUPATION SAFETY AND HEALTH ACT, TO INCLUDE BUT NOT LIMITED TO THE FOLLOWING CRITERIA:

OSHA STANDARD	GENERAL GUIDELINES
GENERATORS, COMPRESSORS AND MIXERS	
CONDITIONS	♦ MUST BE IN GOOD WORKING ORDER
GUARDS	♦ NO BROKEN, MISSING OR MODIFIED COMPONENTS
	♦ ALL MOVING PARTS, ROLLERS BLADED GEARS, PULLEYS, AND PINCH POINTS ARE TO BE GUARDED
CORDS & HOSES	♦ ARE TO BE IN GOOD CONDITION WITH NO BREAKS OR HOMEMADE REPAIRS
	♦ ALL CORDS AND HOSES ARE TO BE OF THE TYPE AND SIZE SPECIFIED BY THE MANUFACTURER
HOUSEKEEPING	
MATERIAL STORED PROPERLY	♦ MATERIAL STORED IN A MANNER THAT WOULD NOT POSE A HAZARD ♦ DRYWALL, PLYWOOD, OSB AND FLOORING STACKED FLAT
	♦ STACKED IN A MANNER THAT WOULD RESIST FALLING
WORK AREAS /PASSAGEWAYS	♦ CLEARS OF DEBRIS, FORM AND SCRAP LUMBER, LUMBER WITH NAILS
COMBUSTIBLES STORAGE	♦ COMBUSTIBLES AND FLAMMABLES STORED IN AN APPROPRIATE AREA THAT IS IDENTIFIED
	♦ FLAMMABLE AND COMBUSTIBLE LIQUIDS STORED IN AN APPROVED METAL SYSTEM CAN

LENNAR AND US HOME CORPORATION:

BY: _____

Print Name: Michael S. Ray

Title: Director of Purchasing

DATE: 01/22/09

SUBCONTRACTOR:

Company Name: Construction Applications Charleston, LLC.

Print Name: G. Doyne Routhier

Signature: _____

DATE: 1/20/09

Subcontractors Initials _____

Model Discount Addendum

1. Upon agreement of this contract a MODEL DISCOUNT of 05% on your total invoice will be applicable for each and every model home.
2. Above prices include all taxes, tools, insurance and equipment to either perform labor, deliver materials or both as specified.
3. This compensation agreement is based on the Scope of Work for this cost code, and the appropriate agreements all are part of your contract with Lennar Homes, Inc.
4. Lennar must receive written notice of any price change 30 days prior to effective date. The 30-day notice is not confirmed valid, until Lennar's purchasing manager and subcontractor /vendor has signed written notice.
5. This supersedes all previous compensation agreements prior to this date for the communities listed on the Schedule B / Schedule A.
6. Upon signing this Addendum, agreement will remain in effect for the duration of this vendors Schedule B / Schedule A contract agreement contract.

Trade Partner Signature	G. Doyle Ponthier Print Name
Construction Applicators Charleston, LLC. Trade Partner Business Name	1/20/09 Date Signed
Lennar Inc. Representative	Date Signed

Lennar Carolinas, LLC.
Acknowledgement of Independent Contractor Status

The undersigned has contracted on a temporary non-exclusive basis to provide services for the benefit of LENNAR CAROLINAS, LLC. The undersigned acknowledges, agrees and understands that it is an independent contractor and not an employee of LENNAR CAROLINAS, LLC. The undersigned will provide or purchase at its own expense all equipment necessary to perform the required services. The undersigned agrees not to represent to customers of LENNAR CAROLINAS, LLC. that it is an employee of LENNAR CAROLINAS, LLC. LENNAR CAROLINAS, LLC. will not withhold any sums from payments to the undersigned for payment of any state or federal income taxes. The undersigned acknowledges and agrees that it is not entitled to coverage under LENNAR CAROLINAS, LLC.'s Workers' Compensation Insurance policy, and the undersigned acknowledges and agrees to maintain Workers' Compensation Insurance for all its employees. The undersigned agrees that it will be solely responsible and liable for payment of any state or federal income taxes. The undersigned is also solely responsible for any medical or death benefits which it may wish to maintain. In the event that you are uninsured, contractor hereby acknowledges that it is not covered under LENNAR CAROLINAS, LLC.'s general liability insurance.

Signed

G. Dayne Routhier
Printed Name

Construction Applicators Charleston, LLC.
Company Name

396 E. 5th North Street Suite F
Address

Summerville, SC 29483
City, State, Zip Code

26-0583131
Social Security Number or Federal ID#

1/20/09
Date

12/29/05

SERVICE COMMITMENT

In order to provide exceptional customer service, Lennar Homes enforces the following rules for service.

- **Be on time for appointments. If delays occur, call and inform the Customer Care Representative to allow them to notify the homeowner and reschedule.**
- **Park on the street, not on the homeowner's driveway.**
- **Remove shoes when performing interior work.**
- **No smoking inside of home.**
- **Have necessary materials and tools to perform needed work.**
- **Clean up any dust, debris, or scraps left by the work.**

GM
Signed

G. Doyne Routhier
Printed Name

Construction Applicators Charleston, LLC
Company Name

26-0583131
Social Security Number or Federal ID#

1/20/09
Date

12/29/05

ADDENDUM "A"
TO SUBCONTRACTOR BASE AGREEMENT
STORM WATER COMPLIANCE

The provisions of this Addendum are hereby incorporated into the Subcontractor Base Agreement dated 1/20/09 **by and between Lennar Carolinas, LLC. ("Contractor") and** Construction Applicators Charleston, LLC **("Subcontractor").**

Subcontractor shall comply with Contractor's Storm Water Pollution Prevention Plan ("SWPPP"), applicable storm water permit ("Permit"), and Contractor's Storm Water Compliance Guidelines ("Guidelines"). Subcontractor shall implement the Best Management Practices ("BMPs"), set forth in the SWPPP, for any work that it performs on the job site. A copy of the SWPPP, Guidelines and Permit are available at the construction office. Contractor shall be entitled to recover from Subcontractor all fines, fees, expenses and other penalties assessed by any governmental body due to Subcontractor's violation of the Permit or its obligations herein. SUBCONTRACTOR HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS CONTRACTOR FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, ATTORNEYS' FEES, EXPENSES, OR LIAILITIES OF ANY TYPE OR NATURE, INCLUDING WITHOUT LIMITATION, ANY AND ALL FINES OR OTHER PENALTIES, CIVIL OR CRIMINAL, ARISING OUT OF ANY VIOLATION OF THE PERMIT OR ANY OF SUBCONTRACTOR'S OBLIGATIONS HEREIN, CAUSED IN WHOLE OR IN PART, BY THE WRONGFUL ACTS OR OMISSIONS OF SUBCONTRACTOR, OR OTHERWISE CAUSED IN WHOLE OR IN PART BY SUBCONTRACTOR'S FAILURE TO COMPY WITH THE OBLIGATIONS IN THIS PARAGRAPH. Subcontractor acknowledges that failure to adhere to the requirements of the SWPPP, Guidelines or Permit constitutes a material default of its contractual obligations herein, and Contractor may, without prejudice to any other right or remedy, remove Subcontractor from the job site, terminate this Contract, and retain a separate subcontractor to complete Subcontractor's obligations in this contract (the "Completion Subcontractor"). In the event of termination, subcontractor shall be entitled to receive no further monies unless and until the Subcontractor's scope of work is completed by the Completion Subcontractor.

CONTRACTOR: LENNAR CAROLINAS, LLC.	SUBCONTRACTOR: Construction Applicators Charleston, LLC.
By: [signature]	By: [signature]
Name: Michael S. Ray	Name: G. Dayne Kanthier
Title: Director of Purchasing	Title: Division Sales Representative
Date: 01/22/09	Date: 1/20/09

12/29/04

ADDENDUM "B"
TO SUBCONTRACTOR BASE AGREEMENT
Customer Appreciation Gifts or Events

The provisions of this Addendum are hereby incorporated into the Subcontractor Base Agreement dated 1/20/09 **by and between Lennar Carolinas, LLC. ("Contractor") and** Construction Applicators Charleston, LLC. **("Subcontractor").**

Because Lennar appreciates the efforts of its subcontractors and their employees, Lennar periodically gives its subcontractors and subcontractors' employees' customary and nominal tokens of its appreciation, such as, without limitation, logo and non-logo apparel, rounds of golf, spa days, meals, materials and other "customer appreciation" gifts or outings. Subcontractor acknowledges and agrees that Lennar's giving such tokens of appreciation to Subcontractor or Subcontractor's employees is customary in the industry and does not constitute an attempt to improperly influence Subcontractor or Subcontractor's employees and does not and will not give rise to any claims for civil or criminal misconduct. Lennar fully understands that as a consequence of accepting and tokens of appreciation from Lennar, Subcontractor or Subcontractor's employees will be under no obligation to Lennar other than those contained in this Subcontract Agreement. In order to ensure that Subcontractor is aware of this practice, Subcontractor expressly agrees that Lennar may, at Lennar's sole discretion, without any obligation on the part of Lennar and without further notice to Subcontractor, provide similar tokens of appreciation to Subcontractor or Subcontractor's employees without the need to obtain additional written or verbal consent from Subcontractor.

CONTRACTOR: LENNAR CAROLINAS, LLC.	SUBCONTRACTOR: Construction Applicators Charleston, LLC
By:	By:
Name: Michael S. Ray	Name: G. Doyle Rowther
Title: Director of Purchasing	Title: Division Sales Representative
Date: 01/02/09	Date: 1/20/09

12/29/04

ADDENDUM "D"
TO SUBCONTRACTOR BASE AGREEMENT
No Gifts

The provisions of this Addendum are hereby incorporated into the Subcontractor Base Agreement dated 1/20/09 **by and between Lennar Carolinas, LLC. ("Contractor") and** Construction Applicators Charleston, LLC. **("Subcontractor").**

Neither Subcontractor nor any partner, director, employee, or agent of Subcontractor shall, without specific written authorization of Contractor, give or receive from any commission, fee, rebate, gift or loan of significant cost or value to any person or entity in connection with or as a result of Subcontractor's Work provided hereunder (excluding Gifts from Contractor pursuant to Addendum "B" to Subcontractor Base Agreement), including, without limitation, to any officer or employee of any government, department, agency or instrumentality, to influence any decision, or to gain any other advantage for Contractor or Subcontractor. Subcontractor shall not (a) enter into any business arrangement with any partner or employee of Contractor, or any affiliate of same other than one acting in a capacity as a representative of Contractor or such affiliate in accordance with this Agreement and with the prior written approval of Contractor or (b) engage in any employment or enter into any contract or agreement that conflicts with Subcontractor's obligations under this Agreement. In the event of a violation of this Addendum "D" to Subcontractor Base Agreement, Subcontractor shall pay to Contractor any and all amounts received by Subcontractor or any other individual or entity described above, however, such payment shall not limit, or operate as a waiver of, any other legal or equitable rights which Contractor may have against Subcontractor at law, in equity, or under this Agreement. Due to the nature of this transaction and the potential exposure to various forms of fines, penalties, sanctions and other damages to Contractor's business and reputation, all of which are, at the date of executing this Agreement, impractical and extremely difficult to ascertain in advance, Contractor and Subcontractor agree that if Contractor terminates this Agreement due to the breach of this Addendum "D" to Subcontractor Base Agreement, then, as the a monetary remedy for such breach and at Contractor's election and, as liquidated damages and not as a penalty, Subcontractor agrees that Subcontractor shall not be paid any amounts billed but unpaid for Subcontractor's compensation for Work completed prior to the Termination Date. This provision shall not be construed as a waiver of Contractor's right to obtain temporary or permanent injunctive relief for any breach or threatened breach by Subcontractor of this Subcontractor Base Agreement. In addition to the remedies available under Addendum "D" to Subcontractor Base Agreement, and at Contractor's election, Contractor shall also be entitled to all available remedies in law or in equity for breach of this Subcontractor Base Agreement, including, but not limited to rescission, actual and/or consequential damages.

CONTRACTOR: LENNAR CAROLINAS, LLC.	SUBCONTRACTOR: Construction Applicators Charleston, LLC.
By:	By:
Name: Michael S Ray	Name: G. Dwayne Routhier
Title: Director of Purchasing	Title: Division Sales Representative
Date: 01/22/09	Date: 1/20/09

ADDENDUM "E"
TO SUBCONTRACTOR BASE AGREEMENT
Immigration

The provisions of this Addendum are hereby incorporated into the Subcontractor Base Agreement dated 1/20/09 **by and between Lennar Carolinas, LLC. ("Contractor") and** Construction Applicators Charleston, LLC. **("Subcontractor").**

Subcontractor specifically warrants and agrees it (i) shall not knowingly hire or continue to employ aliens not authorized to work in the United Sates, (ii) has and shall continue to verify the employment documentation specified in the Immigration Act, and (iii) has and shall properly complete and retain the Immigration and Naturalization Service's Form I-9 for all its employees covered by the Immigration Act. Subcontractor agrees to defend, indemnify and hold Contractor free and harmless from and against any claims or charges asserted or filed against and any judgments, fines, penalties and assessments entered against Contractor arising from or as the result of the employment or engagement of any person inconsistent with the forgoing promises or the laws of the United States. In addition, should Subcontractor fail to comply with this Addendum, Contractor shall have the right to rescind this Agreement and/or declare Subcontractor in default under this Agreement and as a result Contractor will be entitled to all direct, indirect, consequential, impact, or other costs, expenses, or damages, included but not limited to costs, loss of organization, lost profits, or attorneys' fees arising out of or as a result of Subcontractor's breach of this Section. Furthermore, at Contractor's sole discretion and as a monetary remedy for such breach, Contractor may, as liquidated damages and not as a penalty, withhold all or any portion of payments owed to Subcontractor for any work completed but unpaid prior to Subcontractor's breach.

CONTRACTOR: LENNAR CAROLINAS, LLC.	SUBCONTRACTOR: Construction Applicators Charleston, LLC
By:	By:
Name: Michael S Ray	Name: G. Dayne Rathier
Title: Director of Purchasing	Title: Division Sales Representative
Date: 01/22/09	Date: 1/20/09

LENNAR

No Purchase Order/No Pay Policy

I have read and understand the requirements set forth in the General Requirements for all contractors on Lennar jobsites regarding variance purchase orders.

I understand that any work which may be performed without a variance purchase order (UA) will not be paid.

GM
Signature of Representative

G. Dwayne Rowthier
Name (Please Print)

Construction Applicators Charleston, LLC.
Company Name

1/20/09
Date

LENNAR

600 N Westshore Blvd
Tampa, Florida 33609

To: Trade Partners

From: Mike Foster, VP Supply Chain

Date: 1/20/2009

Subject: New Payment Terms

Dear Valued Trade Partner,

As a new Trade Partner, it is essential you select the appropriate payment terms that best fits your business operation. Please review and select one of two options below:

_____ A. Weekly payment plan, receiving payment for work completed approximately seven to ten days after. Due to the extra resources required to make those payments within that time period after work completion, Lennar will invoke an early payment discount of 0.5% or 50 cents on every hundred dollars.

__✓__ B. Payment terms will be Net 30 days. This means payment for work completed will be received approximately 30 days after completion. **Trade Partners will still receive checks on a weekly basis under this plan, but the payments will be for services / materials provided approximately 30 days prior.

Lennar greatly appreciates its relationships with all of its Trade Partners and would like to thank each of you in advance for your continued hard work and support. If you have any questions, please contact Mike Foster at 813-478-4456.

As Principal representative of the company, you agree to the payment terms checked above, please sign below:

Trade Partner	Company	Date	Division
[signature]	Construction Appliances Charleston, LLC	1/20/09	Lennar Carolinas

Sincerely,

Mike Foster
VP Supply Chain
Lennar Corporation

Memo

FOR INTERNAL USE ONLY

LENNAR

INSURANCE COMPLIANCE ACKNOWLEDGEMENT

I have read and understand the insurance requirements set forth in the Lennar Subcontractor Agreement. I understand that failing to comply with Lennar's insurance requirements within thirty (30) days of beginning work allows Lennar to hold payment of my invoices, regardless of when the work was performed. I also understand that I may be asked to leave the job site due to non-compliance with insurance requirements.

GM
Signature of Representative

G. Boyne Rowlett
Name (Please Print)

Construction Applicators Charleston, LLC.
Company Name

1/20/09
Date

EXHIBIT 38

TO EXHIBIT A – AFFIDAVIT OF ROBERT MAUCH

GENERAL AGREEMENT FOR CONSULTING SERVICES

NO. _____

_____

_____

BETWEEN

"OWNER"

Lennar Carolinas, LLC
1941 Savage Road, Ste 100C
Charleston, SC 29407
843-388-8989
843-266-9182

AND

"CONSULTANT"

Civil Site Environmental, Inc.
668 Marina Drive, Suite B1
Charleston, SC 29492
843-849-8945
843-849-8974
SC150

Fairmont South Phases 3 & 4 – 99 Lots

Engineering

General Agreement for Consulting Services

Consultant: **Civil Site Environmental, Inc.**

Contract No.:
Rel Cost Center

CSI Code#	Description Of Services	UOM	$ / Unit	Qty	Extended $'s
	Survey				
	• Wetlands & Delineation	EA	$6,300.00	1	$6,300.00
	• Layout (Sketch Plan)	EA	$2,500.00	1	$2,500.00
	Plat				
	• Preliminary	Lot	$32.00	99	$3,168.00
	• Final	Lot	$137.00	99	$13,563.00
	• Recording: 1 time set property corners, 1 Plat for both Phases				
	• Water/Sewer Master Plan & Storm Drainage	EA	$8,000.00	1	$8,000.00
	Civil engineering/street Trees (Submittal of all plans for permits?	EA	$69,450.00	1	$69,450.00
	Fine Grading Lot Plan (Master Grade)	EA	$4,950.00	1	$4,950.00
	Construction Admin & close-Out	Hourly	$100.00	100	$10,000.00
	Reimbursables				$5,000.00
					$122,931.00

Date: 6/4/2013

DISPUTE RESOLUTION. CONSULTANT IS ADVISED THAT THIS AGREEMENT REQUIRES THAT CERTAIN DISPUTES BE RESOLVED BY ARBITRATION, ALL AS MORE SPECIFICALLY SET FORTH IN SECTION 21 BELOW.

This General Agreement for Consultant Services ("Agreement") is entered into by and between **Lennar Carolinas, LLC.**, a Delaware Limited Liability Corporation, located at **1941 Savage Road, Suite 100C, Charleston, SC 29407,** ("Owner") and **Civil Site Environmental,** a South Carolina Co., located at **668 Marina Drive, Suite B1, Charleston, SC 29492** ("Consultant") and shall govern any and all services performed by Consultant with regard to the Services (defined below) described in Exhibit A, and any future engagements between Consultant and Owner, to be added to this Agreement from time

to time.

Owner and Consultant are individually or collectively referred to as a "Party" or the "Parties." Owner and Consultant hereby agree as follows:

1. General Description of Services. The services to be performed by Consultant ("Services") are described in the Summary Sheet attached as **Exhibit "A,"** which specifies the development project with respect to: which Services are to be performed ("**Fairmont South Phase 3 & 4 – 99 Lots**"); the exact nature and type of Services required; the compensation to be paid for such Services; the manner of payment of Consultant's Compensation; the specific time periods or dates upon which Services must be completed, including without limitation, start up and completion dates, dates of inspections, conferences or meetings; and any other additional information deemed necessary by Owner. A more detailed description of Consultant's Scope of Work is attached hereto as **Exhibit "B**."

2. Addition/Modification of Services. The Services are not subject to modification or addition unless Consultant obtains a written approval of the modification/addition signed by Owner ("Change Order"). The contents of a written Change Order shall include at a minimum all of the following: (a) a description of the particular modification/addition to the Services; (b) the amount of any change in Consultant's Compensation (as defined below) resulting from the modification/addition; (c) any revisions in commencement, completion or delivery dates, if any, resulting from the modification; and (d) Owner's dated signature. Consultant shall not perform any modification/addition to the Services or incur any "Reimbursable Expenses" (as defined herein) with respect to such modification/addition until Consultant obtains a signed Change Order for such modification/addition.

3. Term of Agreement. The term of this Agreement shall commence on the date this Agreement and **Exhibit "A"** are executed by Consultant and Owner and shall continue in effect until the date ("Termination Date") which is the first to occur of the following: (a) the date on which performance of the Services has been completed in accordance with this Agreement, or (b) the tenth (10th) calendar day after Consultant receives a written notice from Owner ("Termination Notice") terminating this Agreement, which termination may be with or without cause. If Owner terminates this Agreement without cause, Consultant shall be paid for all Services rendered in accordance with the terms of this Agreement up to the Termination Date.

4. Compensation. With the exception of the "Reimbursable Expenses" described below, and except as otherwise provided in any Change Order signed by Owner, Consultant shall be compensated ("Consultant's Compensation") on the basis specified in **Exhibit "A."** Except as otherwise provided in **Exhibit "A"** or any Change Order signed by Owner, Consultant's Compensation shall be paid monthly. If Consultant's compensation is determined on an hourly basis, then monthly payments shall be based on the number of consulting hours provided by Consultant for that month, times the specified hourly rate. Consultant shall provide Owner's accounting personnel with documentation, acceptable to Owner, reflecting the number of consulting hours or other relevant billing information for any month, which information shall be provided in a manner and at times specified by Owner from time to time. Consultant acknowledges and agrees that Consultant's failure to provide time and billing information in a prompt manner and in the form required by Owner may result in a delay in the payment of Consultant's Compensation and Consultant agrees that Owner shall have no liability or responsibility to Consultant for such delays in payment of Consultant's Compensation.

5. Reimbursable Costs. In addition to Consultant's Compensation, Owner shall reimburse Consultant the actual cost of reasonable expenses incurred by Consultant, solely in connection with Consultant's performance of the Services, which expenses are authorized by Owner herein or in any Change Order signed by Owner ("Reimbursable Expenses"). Consultant shall provide to Owner an itemization of all Reimbursable Expenses in the time and in the manner specified in **Exhibit "A"** or the applicable Change Order signed by Owner. Such itemization shall include supporting receipts and invoices if requested by Owner. Reimbursable Expenses shall include reasonable costs of food, travel, lodging, supplies, materials, publications, and other items authorized by Owner in **Exhibit "A"** or the applicable Change Order signed by Owner, provided such costs or expenses are incurred by Consultant

solely in performance of the Services. Consultant shall advise Owner, in writing, prior to incurring any expense or cost which would result in Consultant exceeding the amount specified for such line item expense or cost, or otherwise exceeding the amount of Reimbursable Expenses authorized in the aggregate as set forth **Exhibit "A"** or the applicable Change Order signed by Owner ("Extraordinary Reimbursable Expenses"). Consultant shall only be reimbursed for Extraordinary Reimbursable Expenses if authorized in writing by Owner.

6. ***INDEPENDENT CONTRACTOR STATUS. IN PROVIDING THE SERVICES, CONSULTANT IS ACTING AS AN INDEPENDENT CONTRACTOR AND THIS AGREEMENT IS NOT INTENDED TO, NOR DOES IT, CREATE ANY EMPLOYER-EMPLOYEE RELATIONSHIP, NOR SHALL IT BE CONSTRUED AS CREATING ANY JOINT VENTURE OR PARTNERSHIP BETWEEN OWNER AND CONSULTANT.***

7. Tax Reporting. Consultant shall be responsible for all applicable federal, state and other taxes related to Consultant's Compensation and Owner shall not withhold or pay any such taxes on behalf of Consultant, including, without limitation, federal, state and other local income taxes and social security. Since Consultant is acting solely as an independent contractor under this Agreement, Consultant shall not be entitled to insurance, incentive pay, or other benefits normally provided by Owner to its employees.

8. Ownership of Work Product; Owner's Works.

8.1 Work Product. It is understood and agreed that any product, being developed by Consultant, including but not limited to reports, studies, letters, maps, diagrams, drawings, plans, schematics, investigations, permits, applications, materials, publications, supplies or other items of any kind prepared by Consultant in the course of performing the Services ("Work Product") are for the sole and exclusive use of Owner and that Owner shall be deemed to be the sole and exclusive owner of all the intellectual property rights thereto, Upon payment by Owner of all undisputed fees and costs, all rights, title, and interest in and to the intellectual property rights to the Work Product, including but not limited to the copyrights thereto, shall be assigned to and shall be the sole property of Owner and, upon termination of this Agreement, all of such Work Product (not previously delivered to Owner), shall be delivered to Owner. Any additional changes or modifications to the Work Product shall likewise become the sole property of Owner. Consultant represents that it is the sole owner of the Work Product copyrights and that the agent signing this Agreement on behalf of Consultant is authorized to transfer exclusive copyright ownership to Owner. Consultant further represents that the Work Product is an original creation for Owner. Any modification to, or reuse of, the Work Product, other than in connection with the Project, by Owner without the written consent of Consultant shall be at the sole risk of Owner and Owner shall indemnify and defend Consultant for any third party actions that may result therefrom.

8.2 Owner's Works. In the course of Consultant's employment hereunder, Owner may furnish plans, materials, drawings, research, prototypes or other design materials belonging to Owner ("Owner's Works"). Owner's Works and all copyright interests thereto are now, and regardless of any work performed on Owner's Works by Consultant, shall remain the sole property of Owner. Consultant has no legal or copyright interest in all or any portion of Owner's Works, and any interest in them which Consultant may acquire is hereby assigned to Owner. Consultant has no right to use, copy, alter, distribute, or modify Owner's Works after the termination of this Agreement.

8.3 Additional Terms Governing Work Product and Owner's Works. Neither Consultant nor its employees or agents will distribute, copy or otherwise use any of the Work Product or Owner's Works without Owner's express written consent. Consultant will promptly deliver all originals and copies of the Work Product and Owner's Works in its possession at the termination of this Agreement or upon Owner's request. As to both the Work Product and Owner's Works, Owner shall have the right to copy, distribute and utilize such works on an unlimited basis to its divisions and affiliates, in any location, without the payment of any additional fee. Upon request, Consultant will deliver the CAD files (or to the extent they are utilized, the mylars) pertaining to any of the Work Product or Owner's Works.

9. Confidentiality. Consultant acknowledges and understands that all information relating in any way to Owner or its business or affairs, whether written or oral, obtained by Consultant in connection with the Services and any information regarding the nature and extent of the Services ("Confidential Information"), shall, unless otherwise specified by Owner in writing, be deemed confidential. Furthermore, any Work Product created hereunder, or any Owner Works disclosed hereunder, shall be considered Confidential Information. Consultant agrees and acknowledges that the Confidential Information shall at all times be the sole and absolute property of Owner and no license or other rights to the Confidential Information is granted or implied hereby. Consultant further acknowledges and understands that Consultant's unauthorized disclosure of any Confidential Information would be extremely prejudicial to Owner. Therefore, Consultant shall not disclose to any person or entity any Confidential Information unless such disclosure is authorized in writing by Owner. If Consultant discloses or threatens to disclose Confidential Information in violation of its obligations under this Section 9, Owner shall be entitled to temporary or permanent injunctive relief prohibiting the disclosure of such Confidential Information. Consultant may share Confidential Information with subconsultants who are similarly bound by this confidentiality provision. If Consultant is served with any subpoena or other legal process seeking the compelled disclosure of Owner's Confidential Information, Consultant shall notify Owner within twenty-four (24) hours after Consultant's receipt of such legal process. Owner may, in its sole and absolute discretion and at Owner's sole expense, contest the disclosure of such Confidential Information sought under such legal process. Only after a final order of a court of competent jurisdiction requiring the disclosure of such Confidential Information may Consultant disclose such Confidential Information as required by law. This prohibition of disclosure of Confidential Information shall survive the termination of this Agreement. Consultant hereby agrees to indemnify, defend and hold Owner and its affiliates, partners, employees and agents harmless from any and all loss, damage or liability which results from or arises in connection with Consultant's breach of its obligations under this Section 9.

10. Exclusive Services. During the term of this Agreement, Consultant agrees to act only as a consultant to Owner in connection with the subject matter of the Services, and Consultant shall not be engaged by or perform Services for any other individual, entity, or group in connection with the subject matter of the Services, without the written approval of Owner.

11. **Prohibited Activities.**

11.1 Subject to the provisions of Section 16 hereof, neither Consultant nor any partner, director, employee, or agent of Consultant, as applicable, nor any subcontractor of Consultant or any partner, director, employee or agent of such subcontractor shall, without specific written authorization of Owner:

(a) Commissions. Give or receive any commission, fee, rebate, gift or entertainment of significant cost or value to any person or entity in connection with or as a result of the execution of this Agreement or Consultant's Services provided hereunder;

(b) Business Dealings with Affiliates. Enter into any business arrangement with any partner or employee of Owner, or any affiliate of same other than as a representative of Owner or such affiliate in accordance with this Agreement and with the prior written approval of Owner;

(c) Gratuities. Make any payment or give or promise anything of value, to any government or quasi-government official, including without limitation any officer or employee of any government department, agency, governing body, board, commission, or instrumentality, to influence any decision, including any decision to award a contract, obtain an entitlement, or to gain any other advantage for Owner or Consultant; or

(d) Conflict of Interest. Engage in any employment or enter into any contract or agreement which conflicts with Consultant's obligations under this Agreement, or, either individually or in association with any other individual or entity, acquire property or rights to acquire property; perform services or engage in any activities which will either directly or

indirectly conflict or compete with Owner's business(es) or interests.

11.2 Consultant agrees to notify Owner immediately of any violation of this Section 11. In the event of a violation of Subsection 11.1(a) above, Consultant shall pay to Owner any and all amounts received by Consultant or any other individual or entity described above in violation of Subsection 11.1(a), however, such payment shall not limit, or operate as a waiver of, any other legal or equitable rights which Owner may have against Consultant at law, in equity, or under this Agreement, including without limitation, the right to seek punitive damages for such violation.

11.3 Owner shall be entitled to all available remedies at law or in equity for breach of this Section 11, including, but not limited to rescission, actual and/or consequential damages.

Owner's Initials **Consultant's Initials**

12. Indemnification. To the fullest extent permitted by law, Consultant for its own acts or failure to act, and for those of its agents, employees, suppliers, subconsultants, subcontractors and sub-subcontractors (including those employed directly or indirectly by such agents, employees, suppliers, subconsultants, subcontractors and sub-subcontractors) (collectively, the "Consultant Representatives"), shall indemnify, defend, protect and hold harmless Owner, all subsidiary or affiliated companies of Owner and all of such parties' representatives, partners, stockholders, designees, officers, directors, agents, and employees and their respective heirs, executors, administrators, successors, and assigns, and Owner's lender(s) (collectively the "Indemnified Parties"), from any and all losses, costs, expenses, reasonable attorneys' fees and other costs of defense incurred in defending against any claim(s) or in enforcing this indemnity and defense obligation, liabilities, claims, court costs, demands, debts, causes of action, fines, judgments and penalties (collectively, "Liability") which may arise from or relate to: (a) death or injury to people or damage or injury to property in connection with the performance of the Services; (b) the negligent acts, errors or omissions of Consultant or any Consultant Representative in connection with the performance of the Services; (c) any and all liens, stop notices and charges of any type, nature, kind or description which may at any time be filed or claimed against the site of the Community or any portion thereof, or the Owner or the Owner's lender (except when such liens or stop notices are caused by Owner's default in its obligation to pay Consultant pursuant to the provisions of this Agreement) in connection with performance of the Services; (d) any claim(s) under workers' compensation acts, disability benefits acts, and other employee benefit acts, (provided, however, the indemnity and defense obligation hereunder shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable under such acts); (e) Consultant's failure to fulfill its obligations under this Agreement in strict accordance with its terms, including Consultant's breach of any representations or covenants given in this Agreement or elsewhere by Consultant; (f) violation of any local, state or federal law, regulation or code; or (g) infringement of any patent, trademark or copyright, or violation of trade secret or other proprietary right, in connection with performance of the Services. Notwithstanding the foregoing, Consultant shall not be obligated to indemnify the Indemnified Parties to the extent such Liability is determined by a court of competent jurisdiction to have been caused by the negligence or willful misconduct of one or more Indemnified Parties. In the event an Indemnified Party incurs Liability by reason of strict liability, or a similar legal theory, Consultant shall, nonetheless, indemnify, protect and hold each Indemnified Party harmless from such portion of such Liability that, directly or indirectly, relates to Consultant or one or more Consultant Representatives or others for whose negligent acts they may be liable or any or all of them. Payment to Consultant by any Indemnified Party shall not be a condition precedent to enforcing such party's rights to indemnification. The obligations under this Section 12 shall survive expiration or termination of this Agreement. Nothing in this Section 12 shall be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity (including, without limitation, equitable indemnity) which would otherwise exist as to the Indemnified

Parties.

13. Insurance. Neither Consultant nor any of its Consultant Representatives shall commence any Services until such time as Owner has received, reviewed, and approved evidence satisfactory to Owner that all insurance as required in **Exhibit "C"** has been obtained by such parties and that such insurance is in form and substance satisfactory to Owner. Without in any way limiting Consultant's obligations under Section 12, Consultant shall, during the term of this Agreement, maintain the policies of insurance required and all insurance certificates and endorsements must be in compliance prior to payment of invoices. However, Owner's failure to receive, review or approve evidence of insurance prior to the commencement of Services shall not be deemed a waiver by Owner of the insurance requirements of the Agreement. Consultant shall also obtain from any such subconsultant, subcontractor, or sub-subcontractor an indemnification in form and substance identical to the indemnity set forth in Section 12 above, with the modification that such indemnity be from the subconsultant, subcontractor or sub-subcontractor for the benefit of the parties designated in Section 12 above.

14. Personal Obligations. Consultant agrees that the nature of the Services and Consultant's obligations hereunder are personal, and that Consultant may, therefore, not assign or delegate its obligations hereunder without the written approval of Owner, which approval Owner may withhold for any reason, whether or not reasonable. Owner shall be entitled to delegate its obligations hereunder and assign the benefit of this Agreement.

15. Maintenance of Records. Consultant agrees that, as a material consideration for Owner entering into this Agreement, Consultant shall maintain adequate accounting and financial records related to Consultant's Compensation and the Reimbursable Expenses with respect to Consultant's providing the Services, and shall retain those financial records for a period of at least five (5) years from the date of completion of the Services or other termination of this Agreement, and to maintain adequate records relating to Consultant's performance of the Services, including copies of all Work Product, and shall retain those professional service records until the later of the expiration of the longest period of limitations for latent construction defects affecting the Project in any manner or one (1) year after the entry of any final, non-appealable judgment of a court of competent jurisdiction, including appellate level courts, with respect to the latest concluded litigation relating to latent construction defects affecting the Project. Owner may audit any and all such records of Consultant and its subcontractors after reasonable written notice.

16. Customer Appreciation Gifts or Events. Because Owner appreciates the efforts of its Consultants and their employees, Owner periodically gives its Consultants and Consultants' employees customary and nominal tokens of its appreciation, such as, without limitation, logo and non-logo apparel, rounds of golf, spa days, meals, materials and other "customer appreciation" gifts or outings. Consultant acknowledges and agrees that Owner's giving such tokens of appreciation to Consultant or Consultant's employees is customary in the industry and does not constitute an attempt to improperly influence Consultant or Consultant's employees and does not and will not give rise to any claims for civil or criminal misconduct. Owner fully understands that as a consequence of accepting any tokens of appreciation from Owner, Consultant or Consultant's employees will be under no obligation to Owner other than those contained in this Agreement. In order to ensure that Consultant is aware of this practice, Consultant expressly agrees that Owner may, *at Owner's sole discretion, without any obligation on the part of Owner and without further notice to Consultant*, provide similar tokens of appreciation to Consultant or Consultant's employees without the need to obtain additional written or verbal consent from Consultant.

17. Compliance with Law. Consultant agrees to comply with all applicable federal, state and local laws, rules, regulations or orders, including, without limitation, regulations or laws regarding nondiscrimination and equal employment opportunity, affirmative action for handicapped workers, veterans and disabled veterans.

18. **Storm Water Compliance. Consultant shall comply with Owner's Storm Water Pollution Prevention Plan ("SWPPP"), applicable storm water permit ("Permit") and Owner's Storm Water Compliance Guidelines ("Guidelines"). Consultant shall implement the Best**

Management Practices ("BMPs"), set forth in the SWPPP, for any Services that it performs on the Project. A copy of the SWPPP, Guidelines and Permit are available at the construction office. Owner shall be entitled to recover from Consultant all fines, fees, expenses and other penalties assessed by any governmental body due to Consultant's violation of the Permit or its obligations herein. CONSULTANT HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS OWNER FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, ATTORNEYS' FEES, EXPENSES, OR LIABILITIES OF ANY TYPE OR NATURE, INCLUDING WITHOUT LIMITATION, ANY AND ALL FINES OR OTHER PENALTIES, CIVIL OR CRIMINAL, ARISING OUT OF ANY VIOLATION OF THE PERMIT OR ANY OF CONSULTANT'S OBLIGATIONS HEREIN, CAUSED IN WHOLE OR IN PART, BY THE WRONGFUL ACTS OR OMISSIONS OF CONSULTANT, OR OTHERWISE CAUSED IN WHOLE OR IN PART BY CONSULTANT'S FAILURE TO COMPLY WITH THE OBLIGATIONS IN THIS SECTION. Consultant acknowledges that failure to adhere to the requirements of the SWPPP, Guidelines or Permit constitutes a material default of its contractual obligations herein, and Owner may, without prejudice to any other right or remedy, remove Consultant from the Project, terminate this Agreement, and retain a separate consultant to complete Consultant's obligations arising under this Agreement (the "Completion Consultant").

19. Notices. Any notice, demand or statement required or permitted under this Agreement shall be given either by personal delivery, by telecommunicated facsimile, or by depositing such notice in the United States mail, certified, with return receipt requested, postage prepaid and addressed as follows:

CONSULTANT: **Civil Site Environmental, Inc.**
668 Marina Drive, Suite 1B
Mount Pleasant, SC 29492
Attention: F. David Stevens, PE
Telephone: 843-849-8945
Fax No: 843-849-8974

OWNER: **Lennar Carolinas, LLC**
1941 Savage Road, Ste 100C
Charleston, SC 29407
Attention: Robert Hilliard
Telephone: 843-266-4416
Fax No: 843-266-9182

Either Party may, by written notice to the other, designate a different address which shall be substituted for the one specified above. Each notice, document or other communication required or permitted under this Agreement shall be deemed delivered (a) on the date delivered if by personal delivery, (b) on the date of transmission with confirmed answer back if by facsimile telecommunication, and (c) if sent by certified mail, two (2) business days following the deposit of such notice in the United States mail in the manner specified above.

20. Severability. If any provision of this Agreement is determined to be invalid or otherwise ineffective, the remaining provisions of this Agreement shall remain in full force and effect.

21. **WAIVER OF TRIAL BY JURY/ARBITRATION.**

TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, THE CONSULTANT AND THE OWNER HEREBY EXPRESSLY COVENANT AND AGREE TO WAIVE THE RIGHT TO TRIAL BY JURY IN CONNECTION WITH ANY LITIGATION OR JUDICIAL PROCEEDING RELATING TO OR CONCERNING, DIRECTLY OR INDIRECTLY, THIS AGREEMENT OR THE CONDUCT, OMISSION, ACTION, OBLIGATION, DUTY, RIGHT, BENEFIT, PRIVILEGE OR LIABILITY OF A PARTY. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN AND IS KNOWINGLY, INTENTIONALLY AND VOLUNTARILY MADE BY THE CONSULTANT AND THE OWNER, AND BOTH ACKNOWLEDGE THAT THEY HAVE NEGOTIATED THIS WAIVER FOR SEPARATE AND GOOD AND VALUABLE CONSIDERATION HAS BEEN PROVIDED BY EACH FOR

THIS WAIVER. THE CONSULTANT AND THE OWNER HAVE EACH HAD AN OPPORTUNITY TO SEEK LEGAL COUNSEL CONCERNING THIS WAIVER. THIS WAIVER IS INTENDED TO AND DOES ENCOMPASS EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A JURY TRIAL WOULD OTHERWISE ACCRUE. THE CONSULTANT AND THE OWNER FURTHER CERTIFY AND REPRESENT TO EACH OTHER THAT NO PARTY REPRESENTATIVE OR AGENT OF THE CONSULTANT OR THE OWNER (INCLUDING, BUT NOT LIMITED TO, THEIR RESPECTIVE COUNSEL) WILL SEEK TO CHALLENGE THIS WAIVER OF RIGHT TO JURY TRIAL. THIS WAIVER SHALL APPLY TO THIS AGREEMENT AND ANY FUTURE AMENDMENTS, CHANGE ORDERS, SUPPLEMENTS OR MODIFICATIONS OF THIS AGREEMENT.

NOTWITHSTANDING THE FOREGOING, IN THE EVENT A CLAIM OR CONTROVERSY ARISES BETWEEN OWNER AND ANY THIRD PARTY REGARDING MATERIALS SUPPLIED AND/OR WORK PERFORMED BY OR THROUGH CONSULTANT, AND SUCH CLAIM OR CONTROVERSY IS SUBJECT TO BINDING ARBITRATION BETWEEN OWNER AND THE THIRD PARTY, CONSULTANT AGREES TO PARTICIPATE AS A PARTY IN ANY MEDIATION OR ARBITRATION, AND TO BE BOUND BY ANY ARBITRATION PROCEEDINGS OR ARBITRATION RULING IN SUCH ARBITRATION.

Owner's Initials **Consultant's Initials**

22. Immigration. **Consultant specifically warrants and agrees it: (i) shall not knowingly hire or continue to employ aliens not authorized to work in the United States; (ii) has and shall continue to verify the employment documentation specified in the Immigration Act; and (iii) has and shall properly complete and retain the U.S. Citizenship and Immigration Service's Form I-9 for all its employees covered by the Immigration Act. Accordingly, Consultant agrees to defend, indemnify and hold Owner free and harmless from and against any claims or charges asserted or filed against Owner and any judgments, fines, penalties and assessments entered against Owner arising from or as the result of the employment or engagement of any person inconsistent with the foregoing promises or the laws of the United States. In addition, should Consultant fail to comply with this Section, Owner shall have the right to rescind this Agreement and/or declare Consultant in default under this Agreement and as a result Owner will be entitled to all direct, indirect, consequential, impact, or other costs, expenses or damages, included but not limited to costs, loss of organization, lost profits, or attorneys' fees arising out of or as a result of Consultant's breach of this Section. FURTHERMORE, at Owner's sole discretion and as a monetary remedy for such breach, Owner may, as liquidated damages and not as a penalty, withhold all or any portion of payments owed to Consultant for any work completed but unpaid prior to Consultant's breach.**

Owner's Initials **Consultant's Initials**

23. Supervision of Services Onsite at Project. If Consultant is performing onsite Project Services, Consultant shall maintain competent and sufficient supervision of Consultant Representatives onsite at the Project during all times that Consultant is performing the Services. Consultant Representatives onsite shall be experienced, fully able to communicate with Owner, trained, and knowledgeable as to the Services, and shall have the authority to act for and bind Consultant. Consultant Representatives onsite shall be satisfactory to Owner, and shall not be changed without Owner's written consent. All communications or directions given to the onsite Consultant Representatives shall be as binding as if given to Consultant directly. Consultant shall enforce strict discipline and good order among its Consultant Representatives, and shall not employ any unfit or unskilled person. Consultant shall immediately remove and replace any person deemed unfit or unskilled by Owner. Consultant shall maintain a list of Consultant Representatives performing the Services onsite and shall produce such list to Owner upon request. Consultant shall perform criminal background checks of any Consultant Representative that will perform any portion of the Services onsite, and Consultant shall not allow any registered sex offender or any person convicted of a felony or a misdemeanor

involving theft, larceny, violence, sexual assault or any other crime of moral turpitude to perform the onsite Services. In performing such background checks, Consultant shall comply with all requirements of the Fair Credit Reporting Act and any other applicable laws and regulations.

24. Waiver of Breach. Waiver by either Party of any breach by the other Party of any provision of this Agreement shall not be deemed a waiver of any other or subsequent breach, nor excuse any other breach of this Agreement by either Party.

25. Time References. Any reference in this Agreement to time for the performance of obligations or to elapsed time shall mean consecutive calendar days, months or years, as applicable, unless otherwise expressly indicated herein. Time is of the essence of this Agreement.

26. Trademark. Neither Consultant nor Owner will use each other's name, logo or trademarks in any fashion without the express written consent of each other. Owner expressly reserves the right to approve, in advance, its name being placed on a list of representative clients for distribution by Consultant.

27. Entire Agreement; Miscellaneous. This Agreement (including each Change Order executed by the Parties) constitutes the entire Agreement between the Parties and shall supersede all other oral or written agreements between the Parties, respecting the subject matter of this Agreement. This Agreement may only be modified or amended by written instrument executed by both Parties. This Agreement shall be governed by the laws of the State of South Carolina and shall be construed as if it were prepared jointly by the Parties.

28. Authority. By signing below, the undersigned certifies that he or she is authorized to execute this Agreement and is taking this action with full authority from the principal.

29. Counterparts. This Agreement may be executed in counterparts, a complete set of which shall be deemed to be an original and all of which together shall comprise but a single instrument. Signatures may be given via facsimile transmission and shall be deemed given as of the date of the transmission of this Agreement by facsimile to the other party

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

"OWNER"
Lennar Carolinas, LLC

a **Delaware Limited Corp.**

By: _____

Name: Sam Sparks

Title: Vice President

"CONSULTANT"

Civil Site Environmental, Inc.

a SC, Corporation

By: _____

Name: F. David Stevens

Title: President

Fed I.D. No.: 57-1072724

State License No.: SC9156

EXHIBIT "A"
SUMMARY SHEET

Consultant: Civil Site Environmental, Inc.
Contract No.:
Date of Consulting Agreement:
Re: Fairmont South Phase 3 & 4 Engineering

Compensation for services is as follows:

Professional Services:	$ 117,931.00
Reimbursable Expenses:	$ 5,000.00

Total Compensation for Services: **$122,931.00**

FEE SUMMARY:

Compensation for Services:

☐ Hourly @ $0.00 per hour

☒ Other: Total compensation for this project shall not exceed a maximum of $117,931.00 for Professional Services and $5,000.00 for reimbursable expenses without the express written consent of Owner.

Manner of Payment of Compensation:

☒ Monthly

☐ Other:

Time Periods: Date for Commencement of Services: **TBD**

Date for Completion of Services:

Other (Dates of meetings, inspections, deadlines, etc.): N/A

Submission of Invoices for Time & Reimbursable Expenses: Paid within 30 days of date of receipt of complete invoicing package.

Submit to: _____

_____

_____

Extraordinary Reimbursable Expenses: $0.00 for any single expense or group of related expenses

☐ Other:

Insurance Policy Limits: ☒ As specified in Agreement

☐ Other specified below

Comprehensive General Liability: per occurrence

Automobile:
per person,
per occurrence/bodily injury, and
per occurrence/property damage

Errors & Omissions
for all claims during policy year

Miscellaneous: Please reference contract number _____ and include professional services, and reimbursable expenses, with backup on all invoices when submitting for payment.

EXHIBIT "B"

CONSULTANT'S SCOPE OF WORK

Scope of work

1. Survey:
2. Wetlands and Delineation
3. Layout (Sketch Plan)
4. Plat - -Preliminary, & Final – Recording 1 time set property corners, 1 Plat for both Phases
5. Water/Sewer Master Plan & Storm Drainage
6. Civil Engineering/Street trees (will submit all plans for permits) Fees separate
7. Fine Grading Lot Plan – Master Grade
8. Meetings
9. Construction Admin & close-Out
10. Reimbursables – Approved - $5,000.00

EXHIBIT "C"

INSURANCE REQUIREMENTS

[Attach copy of latest Consultant Insurance Requirements obtained or approved by Lennar Risk Management Department.]

EXHIBIT 39

TO EXHIBIT A – AFFIDAVIT OF ROBERT MAUCH

Division Office: Myrtle Beach
Contract Number: _____
Cost Center: _____

CONTRACTOR BASE AGREEMENT

THIS CONTRACTOR BASE AGREEMENT (the "Agreement") made and entered into this 26th day of June, 2007, by and Lennar Carolinas, LLC (hereinafter "Lennar") and Desar Corporation (hereinafter "Contractor").

1. SCOPE OF WORK: Contractor shall provide labor, material, equipment or other services in such location(s) and under such terms and conditions as Lennar shall deem necessary (the "Work") upon receipt of a Purchase Order from Lennar. When issued, the Purchase Order (see Schedule A) shall become part of this Agreement. The location(s) where the Work is to be performed shall be known as the job site or Project site, and may be more fully described in Exhibit "A" to the Purchase Order. Unless otherwise provided, the term "Subcontractor" shall include all persons or entities of all tiers, whether contracting directly with Contractor, or any person acting by, through or under Contractor, that are providing labor, materials, equipment, supplies, and/or supervision to satisfy the requirements of Contractor's Work.

1.1 PERFORMANCE OF THE WORK. Contractor shall furnish all labor, materials, equipment, supplies, supervision and all other things necessary to timely and properly perform the Work in a good and workmanlike manner, free from defects in workmanship or materials, acceptable to Lennar, and in strict accordance with (i) the plans and specifications, (ii) any applicable manufacturer's specifications, recommendations or requirements, (iii) applicable industry standards, codes, or other rules or regulations, and (iv) the requirements of Lennar's overall schedule. Contractor guarantees the availability of all labor, equipment and materials necessary to complete the Work in strict accordance with Lennar's schedule. Contractor shall be solely responsible to pay for all labor, salaries, materials, tools, equipment, supplies, state, federal, local and all other applicable sales, use, income or other taxes of any type or nature, transportation, storage facilities, offices, telephones, other overhead, shop drawings, supervision, temporary or permanent facilities and all other things necessary for the full and complete performance of the Work covered by this Agreement and the Purchase Order(s). Contractor shall secure and pay for all permits and governmental fees, licenses and inspections, to the extent necessary, for the proper execution and completion of Contractor's Work. No substitutions shall be allowed in the performance of the Work unless expressly approved by Lennar in writing.

1.2 INSPECTION AND INVESTIGATION. Contractor shall fully and completely investigate and study (i) the Project site, (ii) the plans and specifications, (iii) any manufacturer's specifications, and (iv) all other conditions that may affect the Work, and shall be solely responsible for verifying that it possesses the most current set of plans and specifications. By executing the Purchase Order, Contractor represents that it has noted no deficiencies or problems with the Project site, the plans and specifications, the manufacturer's specifications, or any other conditions which would impact its ability to perform the Work in accordance with the requirements of this Agreement or any Purchase Order. If Contractor subsequently discovers any discrepancies between the plans, specifications, manufacturer's specifications, physical conditions, or any errors and omissions in the plans or specifications or in the layout as given that might affect the Work, Contractor shall immediately notify Lennar in writing. Any Work performed by Contractor relating to such discrepancy, error or omission shall be done at Contractor's sole risk. Prior to ordering materials or performing the Work, Contractor shall verify (i) that the materials are adequate for the performance of the Work, and (ii) that all measurements or conditions relevant to Contractor's Work are acceptable. No extra charge or compensation shall be allowed on account of differences between actual dimensions or conditions, and the measurements and conditions which may be found as indicated in the plans and specifications. The soils and geology reports, investigations or borings available to Contractor were prepared by third parties and made only for the purpose of study and design. Lennar does not warrant or guarantee, either expressly or impliedly, (i) the sufficiency or accuracy of the reports or investigations or borings which have been made, or (ii) any conditions that exist throughout the Project. Contractor agrees to undertake the Work subject to all site conditions as they now exist or may arise.

1.3 DEFECTIVE WORK. Contractor is responsible, at its sole cost, for promptly repairing or replacing any defective Work noted by Lennar or any third-party inspectors. In the event Contractor's Work involves construction of a residential dwelling, Contractor is also responsible, at its sole cost, for promptly repairing or replacing any defective Work noted by the homebuyer. Contractor shall provide Lennar with an itemized construction inspection checklist in a form approved by Lennar that Contractor will use to verify completion and workmanship of the Work. The failure of Lennar to identify any defects in the Work during any inspection shall not relieve Contractor of its responsibility to perform the Work in accordance with the requirements of this Agreement. Lennar shall be the sole judge of the adequacy of the repairs made to fix defective work. If Contractor covers any Work prior to Lennar's inspection of the Work, then Contractor shall be responsible for the cost of uncovering or removal and replacement of the Work to allow Lennar's inspection. Contractor shall correct all items noted as needing correction within forty-eight (48) hours of receipt of Lennar's notice. In the event Contractor's Work involves construction of a residential dwelling, Contractor shall correct all items noted as needing correction, including any items noted during homebuyer's Orientation before the earlier of (i) close of homeowner's escrow, or (ii) forty-eight (48) hours of receipt of Lennar's notice.

1.4 PROGRESS. Contractor shall comply with the deadlines and schedules established in the Purchase Order and by Lennar, and shall prosecute the Work with diligence and with adequate labor, equipment and materials to satisfy Contractor's progress requirements and so as to not delay the work of other contractors. Contractor shall cooperate and coordinate its Work with all other contractors so as to avoid any delay or interferences.

1.5 WORK OF OTHERS. Contractor shall be responsible for protecting its Work, and the work of other contractors or Lennar until final acceptance by Lennar. Contractor shall, without limitation, be fully responsible for the protection of all existing structures, materials, equipment, curbs, landscaping, flora, fauna, and adjacent property. Contractor shall be responsible for inspecting the work of other contractors that may affect its own Work and shall immediately report to Lennar, in writing, any defects, discrepancies or problems which could adversely affect Contractor's work.

1.6 MATERIALS. Unless otherwise specifically stated in this Agreement or any Purchase Order, all goods or materials (i) are to be shipped F.O.B. job site and paid for by Contractor, and (ii) shall be used within seven (7) days of their receipt. Deliveries to and storage at the Project or job site are the sole risk and responsibility of the Contractor. Contractor shall be responsible for damage or loss to all material and equipment until final payment by Lennar. No materials will be paid for until properly installed. Title to the Work shall vest in Lennar upon performance; provided, however, the vesting of such title shall not impose any obligations on Lennar or relieve Contractor of any of its obligations hereunder. To the extent not prohibited by law, Contractor hereby waives any security interest or removeables rights it may have in goods or material to be supplied hereunder and waives its right to the remedies available for a buyer's breach as provided in the Uniform Commercial Code. On-site storage for materials is not provided unless otherwise set forth in a Purchase Order.

1.7 DELAYS AND DISRUPTIONS/WAIVER OF CONSEQUENTIAL DAMAGES. IN THE EVENT OF ANY DELAY, DISRUPTION, INTERFERENCE, STOPPAGE OR HINDRANCE IN COMMENCEMENT OR PROSECUTION OF THE WORK CAUSED BY ANY REASON WHATSOEVER ("WORK INTERRUPTIONS"), INCLUDING ANY WORK INTERRUPTIONS CAUSED IN WHOLE OR IN PART, OR ALLEGED TO HAVE BEEN CAUSED IN WHOLE OR IN PART, BY LENNAR OR OTHER CONTRACTORS, CONTRACTOR, TO THE FULLEST EXTENT PERMITTED BY LAW, HEREBY WAIVES ANY DAMAGES CAUSED BY SUCH WORK INTERRUPTIONS. CONTRACTOR'S SOLE AND EXCLUSIVE REMEDY FOR ANY WORK INTERRUPTIONS SHALL BE AN EXTENSION OF TIME TO PERFORM ITS WORK. TO THE FULLEST EXTENT PERMITTED BY LAW CONTRACTOR SPECIFICALLY WAIVES ANY RIGHT TO RECOVER DIRECT, INDIRECT, CONSEQUENTIAL, IMPACT, OR OTHER COSTS, EXPENSES, OR DAMAGES, INCLUDING BUT NOT LIMITED TO DELAY DAMAGES, COSTS OF ACCELERATION, INEFFICIENCY, LOSS OF ORGANIZATION, LOSS OF PROFITS, JOB SITE OR HOME OFFICE OVERHEAD, LABOR OR MATERIAL ESCALATION, OR DETERIORATION OF MATERIALS, CAUSED BY ANY WORK INTERRUPTION. TO THE FULLEST EXTENT PERMITTED BY LAW CONTRACTOR ALSO SPECIFICALLY WAIVES ANY RIGHT TO RECOVER INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY TYPE AND NO MATTER THE CAUSE OF SUCH DAMAGES OR FAULT ON THE PART OF LENNAR OR ANY OTHER PERSON. NOTWITHSTANDING THE FOREGOING, THESE WAIVERS SHALL NOT PRECLUDE RECOVERY OF DAMAGES BY CONTRACTOR FOR WORK INTERRUPTIONS CAUSED SOLELY BY FRAUD, BAD FAITH, OR ACTIVE INTERFERENCE ON THE PART OF LENNAR.

2. LABOR AND SUPERVISION: Contractor shall maintain competent and sufficient supervision and employees on site during all times that Contractor is performing its Work. Contractor's superintendent shall be experienced, fully able to communicate with Lennar, trained, knowledgeable as to the Work, and shall have full authority to act for and bind Contractor. Contractor's superintendent shall be satisfactory to Lennar, and shall not be changed without Lennar's written consent. All communications or directions given to the Contractor's superintendent shall be as binding as if given to Contractor. Contractor shall enforce strict discipline and good order among its employees and Subcontractors, and shall not employ any unfit or unskilled person. Contractor shall immediately remove and replace any person deemed unfit or unskilled by Lennar. Contractor shall maintain a list of all persons performing its Work on the job site and shall produce such list to Lennar upon request. Contractor shall perform criminal background checks of any person that will perform any portion of its Work, and Contractor shall not allow any registered sex offender or any person convicted of a felony or a misdemeanor involving theft, larceny, violence, sexual assault or any other crime of moral turpitude to work at the Project site or job site. In performing such background checks, Contractor shall comply with all requirements of the Fair Credit Reporting Act and any other applicable laws and regulations.

3. LEGAL COMPLIANCE: Contractor and its Subcontractors shall, at all times, comply with all applicable local, state, or federal statutes, ordinances, rules and regulations, and any amendments thereto, as well as those of any other public body having authority concerning the Work, including *without limitation*, the local and state building codes, FHA Minimum Property requirements, VA building code requirements, the Occupational Safety and Health Act of 1970, 29 U.S.C. §§ 651 et seq, the Immigration Reform and Control Act of 1986 ("IRCA"), the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRAIRA"), the Immigration and Nationality Act ("INA"), all applicable equal employment opportunity laws and requirements promulgated by any governmental authority, including, without limitation, the requirements of Title VII of the 1964 Civil Rights Act, 42 United States Code, Section 1981, Executive Orders 11246, 11375 and 11478, the Age Discrimination in Employment Act, the Americans with Disabilities Act, and the Fair Labor Standards Act; all applicable local, state, or federal environmental laws and regulations including, without limitation, the Clean Air Act, 42 USC §§ 7401-7671; the Clean Water Act, 33 USC §§ 1251-1387; the Comprehensive Environmental Response Compensation and Liability Act (CERCLA), 42 USC §§ 9601-9675; the Solid Waste Disposal Act, 42 USC §§ 6901-6992, the Toxic Substances Control Act, 15 USC §§ 2601-2692; and the Endangered Species Act of 1973, 16 USC §§ 1531-544. Contractor is solely responsible, for itself and others acting by, through or under Contractor, for compliance with the requirements of this paragraph and the other obligations of this Agreement.

3.1 IMMIGRATION. With respect to its obligations herein or in any Purchase Order, Contractor specifically warrants and agrees it (i) shall not knowingly hire or continue to employ aliens not authorized to work in the United States, (ii) has and shall continue to verify the employment documentation specified in the Immigration Act, and (iii) has and shall properly complete and retain the Immigration and Naturalization Service's Form I-9 for all its employees covered by the Immigration Act. Accordingly and pursuant to the indemnity requirements of this Agreement, Contractor agrees to defend, indemnify and hold Lennar free and harmless from and against any claims or charges asserted or filed against and any judgments, fines, penalties and assessments entered against Lennar arising from or as the result of the employment or engagement of any person inconsistent with the foregoing promises or the laws of the United States. ~~In addition, should Contractor fail to comply with this Section, Lennar shall have the right to rescind this Agreement and/or declare Contractor in default under this Agreement and as a result Lennar will be entitled to all direct, indirect, consequential, impact, or other costs, expenses, or damages, including but not limited to costs, loss of organization, lost profits, or attorneys' fees and/or paraprofessional fees arising out of or as a result of Contractor's breach of this Section. Furthermore, at Lennar's sole discretion and as a monetary remedy for such breach, Lennar may, as liquidated damages and not as a penalty, withhold all or any portion of payments owed to Contractor for any work completed but unpaid prior to Contractor's breach.~~

3.2 PATENT AND COPYRIGHTS. Contractor shall assume all liability for all royalties, licenses, patent fees, and any other charges made in connection with the use of patented or copyrighted processes in connection with its Work.

3.3 ENVIRONMENTAL. Prior to commencing the Work, Contractor shall identify in writing all hazardous or toxic substances to be used in performing the Work by Contractor, and shall provide Material Safety Data Sheets ("MSDS") to Lennar for those substances. Lennar may hold any payments otherwise due Contractor until such documentation is supplied. Contractor shall immediately notify Lennar in

writing of all hazardous or toxic substances discovered during the performance of the Work or otherwise brought to the job site which were omitted from any previous notification(s) and promptly provide the MSDS on those substances to Lennar. Contractor shall not allow any hazardous or toxic substances on the job site unless (i) necessarily required for the performance of its Work, and (ii) Contractor has previously provided Lennar with MSDS sheets for those substances. Contractor shall immediately notify Lennar of any spill, release or discharge of any chemical or hazardous or toxic substance by itself or any other person. As to any spill, release or discharge of any chemical or hazardous or toxic substance which is caused by Contractor or any of its employees, agents, Subcontractors, customers, or invitees, Contractor shall, at its sole expense, immediately take all reasonable, necessary and legally required actions to (i) prevent the further spread of any spill, release or discharge, and (ii) take immediate action to properly clean up said spill, release or discharge (including without limitation any soil or water contaminated by such spill, release or discharge) in full compliance with all applicable laws and regulations and any directions from Lennar.

It is acknowledged and understood that Contractor has inspected the job site, observed the environmental conditions of the job site, and reviewed and complied with Lennar's plans and specifications, including Lennar's Storm Water Pollution Prevention Plan ("SWPPP") and Dust Control Plan, and that Contractor has notice and knowledge of the environmental conditions of the job site. If, during the course of its performance of the Work, Contractor discovers a previously unidentified environmental condition, then Contractor shall immediately notify Lennar and shall not proceed with any work that would disturb such environmental condition without Lennar's approval.

3.4 STORM WATER COMPLIANCE. Contractor shall comply, and shall ensure compliance by those acting by, through or under Contractor, with Lennar's SWPPP, applicable storm water permit ("Permit"), Dust Control Plan, and Lennar's Storm Water Compliance Guidelines to the extent applicable to Contractor's work ("Guidelines") if such Guidelines have been developed at the time of this Agreement. Before beginning any work at the job site, Contractor shall review the SWPPP, Permit, and applicable Guidelines, copies of which will be available at the job site or will be made available upon Contractor's request. If required, or requested by Lennar, Contractor shall sign the SWPPP before beginning its work. To the extent applicable to its work, Contractor shall fully comply with and implement the SWPPP, including the Best Management Practices ("BMPs") described by the SWPPP and applicable Guidelines. Contractor shall take care not to damage any BMPs, including any storm water, sediment, or erosion controls, by its work, and in the event Contractor causes such damage it shall immediately report such damage to Lennar and take appropriate measures to remedy such damage. Without limiting any of its other rights or remedies provided elsewhere in this Agreement (including its right to defense and indemnification by Contractor), Lennar may offset from any payments due Contractor, or otherwise recoverable from Contractor: (i) the costs to repair or replace any BMPs damaged by Contractor; and (ii) the costs of all fines, fees, expenses and other penalties sought against or incurred by Lennar due to, in whole or in part, (a) Contractor's violation of the obligations herein, (b) Contractor's violation of the SWPPP, including violations arising from damage to BMPs caused by Contractor, or (c) Contractor's interference with the implementation of the SWPPP by Lennar or by any other party responsible for implementing the SWPPP. Failure to satisfy the obligations in this paragraph shall be deemed a material default of this Agreement, and Lennar may, without prejudice to any other right or remedy, (i) withhold any payments to Contractor under this Agreement or otherwise until Contractor has remedied its failure, and/or (ii) terminate this Agreement, withhold payments otherwise due Contractor under this Agreement or otherwise, and retain a separate contractor to complete Contractor's obligations at Contractor's expense.

3.5 DUST CONTROL COMPLIANCE. Contractor shall comply, and shall ensure compliance by those acting by, through or under Contractor, with Lennar's Dust Control Plan and applicable Dust Control Permit. Before beginning work at the job site, Contractor shall review the Dust Control Plan and Dust Control Permit, copies of which will be available at the job site or will be made available upon Contractor's request. To the extent applicable to its work, Contractor shall fully comply with and implement the Dust Control Plan and best management practices ("dust control BMPs"), including any dust control measures, devices or work practices, described by the Dust Control Plan. Contractor shall take care not to damage any dust control BMPs at the job site by its work; in the event Contractor causes such damage it shall immediately report the damage to Lennar and take appropriate measures to remedy such damage. Without limiting any of its other rights or remedies provided elsewhere in this Agreement (including its right to defense and indemnification by Contractor), Lennar may offset from any payments due Contractor, or otherwise recoverable from Contractor: (i) the costs to repair or replace any dust control BMPs damaged by Contractor; and (ii) the costs of all fines, fees, expenses and other penalties sought against or incurred by Lennar due to, in whole or in part, (a) Contractor's violation of the obligations herein, (b) Contractor's violation of the Dust Control Plan, including violations arising from damage to dust control BMPs caused by Contractor, or (c) Contractor's interference with the implementation of the Dust Control Plan by Lennar or by any other party responsible for implementing the Dust Control Plan. Failure to satisfy the obligations in this paragraph shall be deemed a material default of this Agreement, and Lennar may, without prejudice to any other right or remedy, (i) withhold any payments to Contractor under this Agreement or any Purchase Order(s) hereunder or otherwise until Contractor has remedied its failure, and/or (ii) terminate this Agreement, ~~withhold payments otherwise due Contractor under this Agreement or otherwise, and retain a separate contractor to complete Contractor's obligations at Contractor's expense.~~

3.6 SAFETY. Contractor is an independent contractor and shall be **solely responsible** for ensuring that its Work is performed in a safe manner. Nothing herein shall be deemed to be an exercise of control by Lennar of Contractor's safety obligations. Contractor shall take all reasonable and necessary safety precautions with regard to the Work, shall coordinate its safety precautions with other contractors, subcontractors, and suppliers, shall comply with all safety requirements, laws, regulations, rules or ordinances of any authority (governmental or otherwise) responsible for the safety of persons or property. Contractor shall notify Lennar, both verbally and in writing, of all injuries to Contractor's employees within eight (8) hours of the injury. Failure to adhere to Lennar's safety policies, the safety requirements of this Agreement, or the job rules shall be deemed a material default of Contractor's obligations. Contractor agrees to comply with all health and safety programs, as well as any rules promulgated by Lennar, in furtherance of Contractor duties under the Occupational Safety and Health Act. If in the opinion of Lennar the health and safety of any person or persons is endangered or appropriate safety measures are not being implemented, Lennar may (but is not required to) take such action as it deems necessary and appropriate, including without limitation, the following: (i) stop Contractor's Work or require Contractor to immediately remedy any unsafe condition caused by the Contractor at its own expense; (ii) shut the Project or job site down, in whole or in part, until any unsafe condition is remedied; (iii) remedy any unsafe condition caused by Contractor at Contractor's sole expense; (iv) terminate this Agreement and hold Contractor fully liable for any losses incurred by Lennar as a result of the Contractor-caused unsafe condition and such termination; and/or (v) recover against Contractor all fines or penalties assessed by any authority (governmental or otherwise) and caused by or alleged to have been caused by Contractor.

3.7 Contractor acknowledges that it has reviewed all provisions of Lennar's Environmental Management Policy, including Lennar's SWPPP and Dust Control Plan, and that it has reviewed, signed, and returned Lennar's Trade Partner BMP Compliance Measures.

4. JOB RULES: Contractor is solely responsible for complying with and ensuring compliance by its employees and its Subcontractors with (i) Lennar's Code of Safe Practices, (ii) other Lennar policies concerning safety, reasonable restrictions on use and access to the job site by unauthorized personnel, and (iii) the other rules and policies concerning Lennar's work and as set forth in Schedule D to this Agreement. Upon failure to so comply, Lennar may, in addition to the other remedies herein, stop Contractor's Work and/or terminate this Agreement.

5. LIENS AND BOND CLAIMS: Contractor shall keep the Work and the real property being improved by Contractor free and clear of any liens, stop notices, fund trapping notices, or bond claims of any kind whatsoever (collectively "Lien or Bond Claims"), to the extent such Lien or Bond Claims (a) relate to Contractor's Work, or (b) are for any monies due or allegedly due (i) Contractor or any Subcontractor, (ii) any factoring company, lender (secured or unsecured), or (iii) any other entity claiming by, through, or under Contractor or any Subcontractor (collectively the "Lien Claimants"). In the event a Lien or Bond Claim is filed or threatened to be filed by any Lien Claimant, Contractor shall, at Lennar's sole election, immediately (i) settle and resolve such claim and obtain a full waiver and release of the Lien or Bond Claim from the Lien Claimant, or (ii) provide a statutory bond acceptable to Lennar that will bond around or discharge such Lien or Bond Claim. Should Contractor fail to do so, Lennar may, without additional notice to Contractor, (i) settle, bond or discharge the lien or bond claim in any manner Lennar deems appropriate, and charge the costs thereof (including payment of the lien, stop notice or fund trapping notice, or bond claim amount, premiums for bonds, overhead, costs, and reasonable attorneys' fees and paraprofessional fees) to Contractor, and/or (ii) withhold further payments to Contractor under this Agreement or otherwise until Contractor has complied with its obligations herein. Lennar's obligations to pay such costs is not limited to any monies, if any, then due or to become due Contractor under any contract between Lennar and Contractor. Contractor has not and shall not assign any right or claim for payment from Lennar or any right to perfect a lien against the Work or real property to any third person. Any assignment or attempted assignment shall be unenforceable against Lennar, and shall be deemed a material default of this Agreement. Contractor shall include substantially identical language to this Section 5 in all subcontracts of any Subcontractor, and shall also require that all Subcontractors shall waive and release all liens and claims to liens as a condition to their receiving payment.

5.1 At Lennar's request, Contractor shall provide the following to Lennar: (i) Proof of payment for labor, equipment or material or equipment supplied for the Work or any other obligation for payment arising from the Work; (ii) an affidavit stating that every Subcontractor has been paid in full up to and including the date of any payment application, along with the names of any such person or entity who has not been paid in full and the amount due each; (iii) a Partial Waiver and Release of Lien executed by Contractor or any Subcontractor, in a form acceptable to Lennar, indicating their waiver and release of all lien rights for any part of the Work performed as of the date of Contractor's payment therefore; and, (iv) prior to final payment for the Work, a Final Lien Waiver and Release from Contractor and/or any Subcontractor. If Lennar believes that Contractor's financial circumstances will affect Contractor's performance of its obligations herein, Lennar may take any other precautionary action it deems reasonably necessary to protect its interests including, without limitation, (i) the right to request additional financial assurances from Contractor, (ii) the right to require Contractor to post, at Contractor's cost, a payment bond, (iii) the right to withhold all or any portion of payments due Contractor, or (iv) the right to make payments jointly to Contractor and any person claiming monies from Contractor or any Subcontractor.

[***DIVISIONS: PLEASE CHECK APPROPRIATE BOX WHETHER UTILIZING CONDITIONAL OR UNCONDITIONAL LIEN WAIVERS***]

5.2 CONDITIONAL/UNCONDITIONAL LIEN WAIVER:

☐ CONDITIONAL LIEN WAIVER: At such time as an invoice is submitted, and as a condition to receiving payment, Contractor shall execute and furnish to Lennar a notarized conditional lien release acknowledging receipt of all payments through the period covered by the current invoice and shall, upon request by Lennar, cause all of its Subcontractors to execute similar lien waivers acknowledging receipt of all payments due through the period covered by the current invoice, to the extent payment is actually received. Contractor shall also submit unconditional notarized lien releases from itself and all Subcontractors for payments previously made by Lennar. The lien waivers required to be delivered to Lennar by Contractor under this Agreement shall be original executed waivers, not photocopies, and shall comply with all applicable laws regarding such lien waivers. Contractor shall also comply with all procedural requirements of laws of the State that govern this Agreement with respect to the enforceability of such lien waivers. Contractor agrees to provide Lennar with materials and supplies that are free and clear of any debt or lien against said materials or supplies. Upon receipt of final payment for the Work, Contractor shall (from itself and all Subcontractors) provide a Final Unconditional Lien Waiver and Release to Lennar for each property for which the Work was provided.

☐ UNCONDITIONAL LIEN WAIVER: At such time as payment is made, and as a condition for such payment, Contractor shall execute and furnish to Lennar a notarized unconditional lien release acknowledging receipt of all payments through the period covered by the current invoice and shall, upon request by Lennar, cause all of its Subcontractors to execute similar lien waivers acknowledging receipt of all payments due through the period covered by the current invoice. The lien waivers required to be delivered to Lennar by Contractor under this Agreement shall be original executed waivers, not photocopies, and shall comply with all applicable laws regarding such lien waivers. Contractor shall also comply with all procedural requirements of laws of the State that govern this Agreement with respect to the enforceability of such lien waivers. Regardless of this section, Contractor agrees to provide Lennar with materials and supplies that are free and clear of any debt or lien against said materials or supplies. Upon receipt of final payment for the Work, Contractor shall (from itself and all Subcontractors) provide a Final Unconditional Lien Waiver and Release to Lennar for each property for which the Work was provided.

6. LENNAR'S EQUIPMENT: Should Contractor or any Subcontractor use equipment, scaffolding or other facilities of Lennar or another contractor, it is understood and agreed that (i) Contractor and Subcontractor shall fully inspect and become familiar with the proper and safe use of such equipment, scaffolding or facilities, (ii) Contractor and Subcontractor shall properly train and supervise their employees, subcontractors and suppliers in the proper and safe use of such equipment, scaffolding and facilities, and (iii) Contractor's or Subcontractor's use of such equipment, scaffolding or facilities shall be at their sole risk. Contractor and Subcontractor waive all claims and liability of any type or nature against Lennar and the owners or lessors of such equipment, scaffolding or other facilities, assumes the full risk of the operation thereof, and assumes full responsibility for any and all loss, cost, expense (including all attorneys' fees and paraprofessional fees), damage, or injury arising therefrom.

7. SECURITY: Contractor shall be solely responsible for providing security for its Work, tools, equipment, materials or other property. Regardless of whether Lennar provides security at the Project, Lennar shall not be responsible for theft, vandalism or loss to any of Contractor's or Subcontractor's Work, tools, equipment, materials or other property.

8. CLEAN UP: Contractor shall maintain a tidy job site and Community and clean up and haul away all debris, rubbish, hazardous or toxic discharges and surplus materials ("Construction Debris") on a daily basis and properly dispose of such Construction Debris in an authorized trash bin or at a licensed or certified landfill. In addition, Contractor will leave the job site, subject property and, if applicable, the building premise(s) clean and in good order. These obligations are in addition to Contractor's obligations under any other section of this Agreement. If, after 24 hours notice by Lennar's representative to Contractor's representative, Contractor has not diligently proceeded with the clean-up as outlined in this Section, then Lennar shall have the right to proceed with the clean-up at Contractor's expense.

9. INSURANCE: Before starting Work, Contractor shall procure and maintain at its own expense the insurance set forth in Schedule C hereto, which requirements are incorporated by this reference as though set forth in full herein.

10. EXPRESS WARRANTIES: Contractor expressly warrants to Lennar, Lennar's customers, or any subsequent owner of a structure constructed by Lennar (collectively "Warranty Beneficiaries"), that its Work shall be performed in a good and workmanlike manner, free from defects in workmanship or materials, and in strict accordance with (i) the plans and specifications, (ii) any applicable manufacturer's specifications, recommendations or requirements, and (iii) all applicable industry standards, codes, or other rules or regulations applicable to the performance of the Work. This warranty section is in addition to warranties provided by law. Any portion of Contractor's Work not complying with the foregoing shall be considered defective. Contractor shall also require each of its Subcontractors to give to Lennar the same warranty regarding the Subcontractor's work. Contractor shall, within two (2) working days of notification by Lennar, repair or replace any defective Work unless the warranty work could not reasonably be performed within such time period, in which event the warranty work shall be performed as quickly as reasonably possible. In the event of an emergency (as determined by Lennar), the Contractor shall perform its warranty work within eight (8) hours. In addition, a seven (7) day-a-week and a twenty-four (24) hour on-call emergency service must be provided by Contractor and any Subcontractor providing roofing, plumbing, electrical and/or HVAC work.

10.1. Extended Warranties. In addition to the foregoing warranties, Contractor shall also, (a) for a period of twelve (12) months from (i) the *date of close of escrow* between Lennar and its homebuyers for Work associated with a structure or associated site work intended to be used primarily for residential purposes, or (ii) *final completion of the Work* for all other types of Work, repair or replace ***any defective Work***, and perform Lennar's obligations under any applicable warranty insurance programs (the "**One Year Warranty**"); (b) for a period of twenty-four (24) months from the (i) the date of close of escrow between Lennar and its homebuyers for Work associated with a structure or associated site work intended to be used primarily for residential purposes, or (ii) *final completion of the Work* for all other types of Work, repair or replace any defective Work associated with any ***heating, cooling, mechanical and electrical systems*** (the "Systems") installed by Contractor, and perform Lennar's Systems obligations under any applicable warranty insurance programs (the "**Two Year Warranty**"); and (c) for a period of one-hundred twenty (120) months from (i) the *date of close of escrow* between Lennar and its homebuyers for Work associated with a structure or associated site work intended to be used primarily for residential purposes, or (ii) *final completion of the Work* for all other types of Work, repair or replace any defective Work, associated with ***structural damage***, and perform Lennar's obligations under any applicable warranty insurance programs (the "**Ten Year Warranty**"). The foregoing obligations exist so long as the defect(s) arose or existed during the relevant extended warranty periods, and even if such defects were not observed until after the expiration of the extended warranty period. Should Lennar perform any of Contractor's warranty work (extended or otherwise), Contractor shall reimburse Lennar for the cost of repairing or replacing such defective Work. Notwithstanding anything to the contrary herein, should any state or federal law impose a warranty, express or implied, or any other obligation to repair, replace or pay for defective work arising from Contractor's Work that is longer than the time period set forth in this paragraph, Contractor's warranty obligation period shall be deemed to extend for the duration of the applicable state or federal law.

10.2 Manufacturer's Warranties. Prior to the earlier of completion of Work or upon the termination of this Agreement, Contractor shall provide Lennar with any and all applicable manufacturer's warranties on equipment, materials or appliances furnished pursuant to this Agreement. Contractor shall fully cooperate with Lennar in making any claim on any manufacturer's warranty.

11. EXTRA WORK/CHANGES: NO EXTRA WORK OR CHANGES SHALL BE PERFORMED BY CONTRACTOR OR PAID FOR BY LENNAR UNLESS (i) SPECIFICALLY AUTHORIZED IN WRITING BY LENNAR'S CONSTRUCTION SUPERINTENDENT, AND (ii) A WRITTEN PURCHASE ORDER IS SIGNED BY BOTH CONTRACTOR AND LENNAR'S CONSTRUCTION SUPERINTENDENT PRIOR TO COMMENCING ANY EXTRA WORK OR CHANGES. NO EMPLOYEE OR REPRESENTATIVE OF LENNAR IS AUTHORIZED TO MAKE ANY VERBAL AGREEMENT WAIVING THIS PROVISION, AND CONTRACTOR AGREES THAT IT SHALL NOT RELY ON ANY VERBAL AGREEMENT IN PERFORMING ANY WORK.

12. PAYMENT: The price for the Work and additional terms for payment shall be set forth in the Purchase Order. Lennar has no obligation to pay Contractor for any Work performed prior to execution of a written Purchase Order which specifically covers such Work. No payment shall be due unless Contractor has otherwise satisfied all obligations set forth in this Agreement.

12.1 Payment shall be made in accordance with Lennar's standard practices. Payment will only be considered for Work properly performed, inspected and accepted as of the date of the payment request. As a condition precedent to any payment, Contractor shall (i) submit a request for payment to the Lennar address noted below, (ii) utilize a payment request form acceptable to Lennar, (iii) deliver executed lien waivers and releases in accordance with Section 5.2, and (iv) submit all other documentation reasonably required by Lennar to establish Contractor's entitlement to funds. No payment shall be deemed to constitute acceptance by Lennar of any defective or unacceptable Work.

12.2 All payments to Contractor are trust funds and shall first be used for the full payment of all Subcontractors. Contractor shall ensure that all Subcontractors are at all times fully and timely paid all amounts due in connection with the Work. Contractor shall immediately notify Lennar of any claims or disputes involving any Subcontractor. When Lennar learns of any claim or dispute, Lennar may (i) withhold payments otherwise due Contractor until the claim or dispute is resolved to Lennar's satisfaction, (ii) issue joint checks to Contractor and any claimant, or (iii) deposit any disputed funds into the registry of a court of law. Contractor shall reimburse Lennar for any costs incurred by Lennar as a result of such claims or disputes. Should any dispute arise after payment by Lennar, Contractor

shall immediately deposit any payments made relating to such labor or material into an interest-bearing account and shall only use this money to resolve such claims or disputes.

12.3 Lennar may, but is not required to, withhold retainage from each payment as provided by applicable law, and shall release such retainage when (a) Contractor has fully performed its obligations herein (save and except future extended warranty obligations), (b) Contractor has provided final lien releases and waivers (conditioned only upon receipt of the retainage) from itself and all Subcontractors, and (c) the legal time period for holding such retainage has expired. In the absence of any legally required amount, the maximum retainage shall equal ten (10%) percent of each payment.

12.4 Lennar may, at its option, issue, file, and/or record with the appropriate regulating agency, a Notice of Completion. By issuing, filing, and/or recording said notice of completion, Lennar does not release the Contractor from any of Contractor's obligations under this Agreement and/or any Purchase Order issued hereunder. Without limiting the generality of the foregoing, in no event shall the issuance, filing, and/or recordation of a notice of completion be deemed to commence any warranty obligations with respect to the Work performed by Contractor, as such warranty obligations are set forth in this Agreement.

13. REMEDIES AND TERMINATION: In addition to and without limiting Lennar's other remedies set forth herein or as otherwise provided by law, Lennar shall have the following rights:

13.1 If Contractor shall file for or be adjudged bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if Contractor should persistently or repeatedly refuse or should fail, in the reasonable opinion of Lennar, to supply enough properly skilled workmen or proper materials or make delivery of materials as required, or if such materialmen or laborers for material supplied or Work performed disregard laws, ordinances, job rules, or instructions, or if Contractor fails to make prompt and proper payment for labor, materials, equipment or services provided by, through or under Contractor, or if Contractor fails to remedy defective Work or fails to perform warranty services or repairs within the time periods set forth in this Agreement, or should Contractor cause damage to the work of another contractor and/or subcontractor, or if Lennar is fined by any governmental agency on account of or arising out of the violation by Contractor or any Subcontractor of any law, or should Contractor fail in Lennar's sole judgment to prosecute its Work diligently and promptly, or if Contractor otherwise breaches any of its obligations in this Agreement or any of its other agreements with the Lennar division for which Contractor is performing the Work herein, or if Lennar has a reasonable basis to believe that Contractor will not be able to properly perform all of its obligations in this Agreement or under any Purchase Order, Lennar may, without prejudice to any other right or remedy in this Agreement or any law and after giving Contractor forty-eight (48) hours written notice, (i) terminate this Agreement and take possession of Contractor's materials, tools, equipment and appliances thereon and finish the Work by whatever method it may deem expedient in its sole discretion, (ii) withhold payment otherwise due Contractor until the Work is completed and accepted, or until defective Work is remedied, or until warranty services are properly performed, or until such breach has been remedied, (iii) stop the Work until such breach has been cured to Lennar's satisfaction, and/or (iv) furnish or cause to be furnished additional labor or materials at Contractor's expense. If the costs of completing the Work, furnishing additional labor or materials, or remedying Contractor's breach do not exceed the unpaid balance under the applicable Purchase Order(s), and if Contractor is otherwise entitled to receive payment, Lennar shall pay the difference (less a reasonable sum to ensure Contractor's performance of any remaining warranty obligations) to Contractor upon completion of the Work. If such expenses of completing the Work or remedying Contractor's breach exceed the unpaid balance under the applicable Purchase Order(s), Lennar may offset the difference against any amounts due Contractor under this Agreement or other purchase order, contract, or other agreement. Upon demand, Contractor shall pay the difference to Lennar plus any and all costs, expenses and attorneys' fees and paraprofessional fees incurred by Lennar in enforcing or performing any of Contractor's obligations under this Agreement.

13.2 Lennar shall also have the right to terminate this Agreement or any Purchase Orders or portions thereof issued to Contractor without cause and for Lennar's convenience. In such event, Contractor shall be paid only for that Work actually performed as of the date of termination, and Contractor waives recovery for any other costs or damages, direct or consequential including without limitation prospective profits, on Work not performed.

13.3 Should Contractor breach any of its obligations in this Agreement, Lennar shall be entitled to recover against Contractor any reasonable and necessary attorneys' fees and paraprofessional fees, costs and expenses incurred by Lennar in pursuing claims against Contractor.

14. DEFENSE AND INDEMNITY: TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AND IN CONSIDERATION OF THE SUM OF ONE HUNDRED DOLLARS ($100.00), WHICH SUM IS INCLUDED IN THE PRICE(S) ESTABLISHED UNDER THE PURCHASE ORDER(S), THE ADEQUACY AND RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, CONTRACTOR HEREBY AGREES TO UNCONDITIONALLY DEFEND, INDEMNIFY AND HOLD HARMLESS LENNAR, ITS PARENT, AFFILIATES, SUBSIDIARIES, PARTNERS, JOINT VENTURERS, OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS, EMPLOYEES, INSURERS, SURETIES, ANY OWNER OF REAL PROPERTY IMPROVED OR ALLEGED TO HAVE BEEN IMPROVED BY THE CONTRACTOR, OR ANY OF THEM (COLLECTIVELY "INDEMNITEES") AGAINST ANY AND ALL CIVIL OR CRIMINAL LIABILITIES, COSTS, EXPENSES, CLAIMS, DEMANDS, CAUSES OF ACTION, LIEN CLAIMS, THREATS OF LIENS, STOP NOTICES, FUND TRAPPING NOTICES, BOND CLAIMS, PENALTIES, FINES, CITATIONS, LOSSES, AND DAMAGES (INCLUDING COURT COSTS, ATTORNEYS' FEES AND PARAPROFESSIONAL FEES, AND COSTS OF INVESTIGATION), OF ANY NATURE, KIND, OR DESCRIPTION, ARISING OUT OF, IN CONNECTION WITH, CAUSED BY, ALLEGED TO HAVE BEEN CAUSED BY, OR RESULTING FROM, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, (1) THE WORK, LABOR, MATERIALS, EQUIPMENT OR SERVICES PERFORMED OR SUPPLIED OR ALLEGED TO HAVE BEEN PERFORMED OR SUPPLIED BY CONTRACTOR OR ANY OF ITS SUBCONTRACTORS, (2) ANY ACT OR OMISSION OF CONTRACTOR OR ANY OF ITS SUBCONTRACTORS, OR (3) ANY ACT OR OMISSION OF LENNAR OR LENNAR'S OTHER CONTRACTORS, SUBCONTRACTORS, OR SUPPLIERS OR ANY OF THEIR EMPLOYEES, AGENTS, INVITEES OR ANY PERSON ACTING BY, THROUGH OR UNDER LENNAR OR LENNAR'S OTHER CONTRACTORS, SUBCONTRACTORS, OR SUPPLIERS (COLLECTIVELY "LIABILITIES"). THE OBLIGATIONS OF CONTRACTOR UNDER THIS INDEMNIFICATION SHALL APPLY TO LIABILITIES EVEN IF SUCH LIABILITIES ARISE FROM OR ARE ATTRIBUTED TO THE CONCURRENT NEGLIGENCE OF ANY INDEMNITEE. NOTWITHSTANDING THE FOREGOING, CONTRACTOR SHALL NOT BE OBLIGATED UNDER THIS AGREEMENT TO INDEMNIFY THE INDEMNITEES TO THE EXTENT SUCH LIABILITIES RESULT FROM THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE. CONTRACTOR SHALL, AT ITS EXPENSE, ASSUME THE DEFENSE OF THE INDEMNITEES, OR ANY OF THEM, AND SHALL CONDUCT SUCH DEFENSE WITH DUE DILIGENCE

AND IN GOOD FAITH WITH COUNSEL SATISFACTORY TO LENNAR. SHOULD CONTRACTOR BREACH ITS DEFENSE AND INDEMNITY OBLIGATIONS, LENNAR MAY, AND WITHOUT RELIEVING CONTRACTOR OF ITS INDEMNITY OBLIGATIONS, ASSUME ANY DEFENSE OBLIGATION AND TRY OR SETTLE SUCH CLAIM, AND CONTRACTOR (1) SHALL REIMBURSE LENNAR FOR ALL COSTS AND EXPENSES INCURRED OR PAID BY ANY INDEMNITEE IN THE DEFENSE, SETTLEMENT, TRIAL OR ARBITRATION, AND (2) PAY ANY JUDGMENT OR AWARD OBTAINED AGAINST THE INDEMNITEES OR ANY OF THEM. NEITHER THE INDEMNITY OBLIGATIONS UNDER THIS SECTION, NOR ANY COMMON LAW AND/OR STATUTORY CONTRIBUTION RIGHTS OR OTHER RIGHTS OF LENNAR OR ANY INDEMNITEE, SHALL BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGE, COMPENSATION, OR BENEFITS PAYABLE BY OR FOR THE CONTRACTOR OR LENNAR UNDER INSURANCE POLICIES, WORKERS' COMPENSATION ACTS, DISABILITY BENEFIT ACTS, OR OTHER EMPLOYEE BENEFIT ACTS. THIS PROVISION IS SEPARATE AND DISTINCT FROM, AND IN ADDITION TO, ANY OTHER PROVISION OR SECTION IN THIS AGREEMENT, INCLUDING ANY PROVISION OR SECTION CONCERNING INDEMNIFICATION AND PROCUREMENT OF INSURANCE. IT IS SPECIFICALLY AGREED WITH RESPECT TO ANY LEGAL LIMITATIONS NOW OR HEREAFTER IN EFFECT AND AFFECTING THE VALIDITY OR ENFORCEABILITY OF THE INDEMNIFICATION OBLIGATION UNDER THIS SECTION, THAT SUCH LEGAL LIMITATIONS ARE MADE A PART OF THE INDEMNIFICATION OBLIGATION AND SHALL OPERATE TO AMEND THE INDEMNIFICATION OBLIGATION TO THE MINIMUM EXTENT NECESSARY TO BRING THE PROVISION INTO CONFORMITY WITH THE REQUIREMENTS OF SUCH LIMITATIONS, AND AS SO MODIFIED, THE INDEMNIFICATION OBLIGATION SHALL CONTINUE IN FULL FORCE AND EFFECT, EVEN AFTER COMPLETION OF THE WORK OR TERMINATION OF THIS AGREEMENT. EXCEPT AS EXPRESSLY PROVIDED OTHERWISE, IT IS THE SPECIFIC INTENT OF THIS INDEMNITY THAT THE CONTRACTOR IS INDEMNIFYING THE INDEMNITEES FROM ACTS OF NEGLIGENCE OF INDEMNITEES.

In any and all claims against Lennar hereunder by any employee of Contractor or any employee of any other person or entity acting by, through or under Contractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor or supplier under workers' or workmen's compensation acts, disability acts or other employee benefit acts, and Contractor expressly waives any right it may have to assert such limitation. Contractor expressly waives any right of subrogation that it or its insurers may have against the indemnitees or any of them. In addition, in no event shall Contractor's obligations hereunder be limited to the extent of any insurance available to or provided by Contractor. The indemnity obligations in this Agreement shall not be limited by the insurance required to be provided by Contractor pursuant to this Agreement; nor shall the insurance requirements of this Agreement be limited by the indemnity obligations of this Agreement.

15. WAIVER OF JURY TRIAL/ARBITRATION: TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, AND AFTER CONSULTING WITH LEGAL COUNSEL OF THEIR OWN CHOOSING, CONTRACTOR AND LENNAR, ON BEHALF OF THEMSELVES AND ANY PERSON OR ENTITY ACTING BY, THROUGH OR UNDER THEM, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY AGREE TO WAIVE THE RIGHT TO TRIAL BY JURY IN CONNECTION WITH ANY LITIGATION OR JUDICIAL PROCEEDING RELATING TO OR CONCERNING, DIRECTLY OR INDIRECTLY, THIS AGREEMENT OR ANY OTHER RIGHTS OR OBLIGATIONS BETWEEN LENNAR, CONTRACTOR AND ALL PERSONS ACTING BY, THROUGH OR UNDER LENNAR OR CONTRACTOR. LENNAR AND CONTRACTOR ACKNOWLEDGE THAT SEPARATE AND GOOD AND VALUABLE CONSIDERATION HAS BEEN PROVIDED BY EACH FOR THIS WAIVER. THIS WAIVER SHALL APPLY TO THIS AGREEMENT, ANY FUTURE AMENDMENTS, SUPPLEMENTS OR MODIFICATIONS OF THIS AGREEMENT, AND ANY FUTURE CHANGE ORDERS OR PURCHASE ORDERS. NOTWITHSTANDING THE FOREGOING, IF (A) LENNAR IS A PARTY TO A LAWSUIT, IS REQUIRED TO TRY THE DISPUTE BEFORE A JURY, AND BELIEVES THAT CONTRACTOR IS LIABLE, IN WHOLE OR IN PART, FOR THE CLAIMS BEING MADE IN THE LAWSUIT, THEN THIS WAIVER OF JURY TRIAL SHALL NOT APPLY; OR (B) LENNAR IS A PARTY TO AN ARBITRATION ACTION, IS REQUIRED TO TRY THE DISPUTE BEFORE AN ARBITRATOR(S), AND BELIEVES THAT CONTRACTOR IS LIABLE, IN WHOLE OR IN PART, FOR THE CLAIMS BEING MADE IN THE ARBITRATION, THEN LENNAR AND CONTRACTOR AGREE THAT THE DISPUTES BETWEEN THEM WILL BE FULLY AND FINALLY RESOLVED IN SUCH ARBITRATION AND IN ACCORDANCE WITH THE ARBITRATION ACT AND ARBITRATION RULES THEN GOVERNING THE ARBITRATION, AND NOT BY JUDGE OR BY JURY. LENNAR AND CONTRACTOR SPECIFICALLY AGREE THAT THIS AGREEMENT INVOLVES INTERSTATE COMMERCE, AND THAT ANY ARBITRATION SHALL BE GOVERNED BY THE FEDERAL ARBITRATION ACT.

16. INDEPENDENT CONTRACTOR/AUTHORITY: Contractor is acting as an independent contractor and not a partner or joint venturer of Lennar. Lennar is solely responsible for the employment, acts, errors, omissions, control and direction of its employees, agents, and Subcontractors. Nothing contained in this Agreement shall authorize or empower Contractor to assume or create any responsibility whatsoever, express or implied, on behalf of or in the name of Lennar, or to bind Lennar in any manner, or make representation, warranty, or commitment on behalf of Lennar, or purchase materials or otherwise incur debts in Lennar's name.

17. CONTRACTOR REGULATION: To the extent required by law, Contractor warrants that it is licensed to perform the Work under the applicable Purchase Order(s). Contractor shall maintain all required permits and licenses in good standing at all times.

18. CUSTOMER APPRECIATION GIFTS OR EVENTS: Lennar periodically gives its contractors and contractors' employees customary and nominal tokens of its appreciation, such as logo and non-logo apparel, rounds of golf, spa days, meals, materials and other "customer appreciation" gifts or outings. Contractor acknowledges and agrees that this is customary in the industry and does not constitute an attempt to improperly influence Contractor or Contractor's employees and does not and will not give rise to any claims for civil or criminal misconduct. Lennar fully understands that as a consequence of accepting any tokens of appreciation from Lennar, Contractor or Contractor's employees will be under no obligation to Lennar other than those contained in this Agreement. In order to ensure that Contractor is aware of this practice, Contractor expressly agrees that Lennar may, *at Lennar's sole discretion, without any obligation on the part of Lennar and without further notice to Contractor,* provide similar tokens of appreciation to Contractor or Contractor's employees without the need to obtain additional written or verbal consent from Contractor.

19. NO GIFTS: Neither Contractor nor any partner, director, employee, or agent of Contractor shall, without specific written authorization of Lennar, give to or receive from any person or entity, including without limitation, any officer or employee of any governmental or quasi-governmental agency, department, or instrumentality, any commission, fee, rebate, gift or loan of significant cost or value in connection with or as a result of Contractor's Work provided hereunder (excluding Gifts from Lennar pursuant to Section 18), to influence any decision, or to gain any other advantage for Lennar or Contractor. Contractor shall not (a) enter into any business arrangement with any partner or employee of Lennar, or any affiliate of same other than one acting in a capacity as a representative of Lennar or such affiliate in accordance with this Agreement and with the prior written approval of Lennar or (b) engage in any employment or enter into any contract or agreement that conflicts with Contractor's obligations under this Agreement. In the

event of a violation of this Section, Contractor shall pay to Lennar any and all amounts received by Contractor or any other individual or entity described above, however, such payment shall not limit, or operate as a waiver of, any other legal or equitable rights which Lennar may have against Contractor at law, in equity, or under this Agreement. Due to the nature of this transaction and the potential exposure to various forms of fines, penalties, sanctions and other damages to Lennar's business and reputation, all of which are, at the date of executing this Agreement, impractical and extremely difficult to ascertain in advance, ~~Lennar and Contractor agree that if Lennar terminates this Agreement due to the breach of this Section, then, as the monetary remedy for such breach and at Lennar's election and, as liquidated damages and not as a penalty, Contractor agrees that Contractor shall not be paid any amounts billed but unpaid for Contractor's compensation for Work completed prior to the termination date, as provided in Section 13. This provision shall not be construed as a waiver of Lennar's right to obtain temporary or permanent injunctive relief for any breach or threatened breach by Contractor of this Section~~. In addition to the remedies available under this Section, and at Lennar's election, Lennar shall also be entitled to injunctive remedies for breach of this Section, including without limitation, rescission.

20. STANDARDS OF BUSINESS ETHICS: Contractor represents that it has not and will not receive or give gifts or gratuities, nor participate in any other conduct in connection with this Agreement or any Purchase Order that violates the Standards of Business Ethics and Conduct of Lennar ("Lennar's Business Ethics") (*see* www.Lennar.com). Should any employee of Lennar or any of its Trade Partners engage in any conduct which Contractor believes is in violation of Lennar's Business Ethics, Contractor shall immediately notify Lennar's representatives in writing at the address provided herein. Violation of Lennar's Business Ethics by Contractor shall be deemed a material breach of this Agreement by Contractor.

21. MISCELLANEOUS:

21.1 Lennar and Contractor acknowledge that they have read, understand, and have had the opportunity to be advised by legal counsel of their own choosing as to each and every one of the terms, conditions, and restrictions and the effect of all the provisions of this Agreement. Lennar and Contractor agree that the provisions shall not be construed more strictly against the party who prepared the document.

21.2 Neither this Agreement nor any Work to be performed under any Purchase Order nor the right to payment under this Agreement shall be assigned by Contractor without the written consent of Lennar, which consent may be withheld at Lennar's sole discretion.

21.3 This Agreement may be assigned by Lennar to any mortgagee or subsequent owner of the project who assumes Lennar's obligations under this Agreement. Contractor shall perform the Work and fulfill its obligations hereunder for the benefit of such assignee, so long as the assignee is making proper payment to Contractor. In the event of such assignment, Lennar shall be relieved of all liability accruing after such assignment. This Agreement shall be binding on the successors, heirs, and permitted assigns of the parties.

21.4 This Agreement, the attached Schedules and the Purchase Order(s) issued by Lennar to Contractor embody the entire agreement between Lennar and Contractor and supersede any prior understandings or oral or written agreements between the parties. This Agreement, including this provision, cannot be amended except by written instrument executed by Lennar and Contractor. Invalidation of any term or condition of this Agreement by judgment, arbitration award or court order or otherwise shall not affect the validity or enforceability of the remaining terms and conditions.

21.5 All notices given under this Agreement shall be in writing personally delivered or mailed certified or registered return receipt requested postage prepaid. Notices to Lennar and Contractor will be sent to the addresses noted in this Agreement. Either party may change the address at which it will receive notice by giving written notice in accordance with this provision.

21.6 If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect provided that the economic and legal substance of the transactions contemplated is not affected in any manner materially adverse to any party. In the event of any such determination, the parties agree to negotiate in good faith to modify this Agreement to fulfill as closely as possible the original intent and purposes hereof. To the extent permitted by law, the parties hereby to the same extent waive any provisions of law that renders any provision hereof prohibited or unenforceable in any respect.

21.7 In no event shall either party be entitled to any interest on any sum due hereunder in excess of that permitted by applicable law. Notwithstanding anything to the contrary herein, any reference herein to interest accruing on any sum due hereunder shall be deemed to be the lower of: the interest rate stated herein or the maximum rate allowed by law.

21.8 TIME IS OF THE ESSENCE OF THIS AGREEMENT. Any covenants, terms and conditions of a continuing nature shall survive final payment, completion, and acceptance of the Work under this Agreement and any applicable Purchase Order and any termination or conclusion of this Agreement and Contractor has taken into consideration and made allowances for all the hindrances and delays incident to its Work.

21.9 This Agreement shall be deemed entered into in the state where the Project or job site is located and shall be interpreted and applied in accordance with the laws of the state where the Project or job site is located.

21.10 Contractor agrees to perform all of its obligations in strict accordance with the terms of this Agreement and in strict accordance with any contract and/or agreement between Lennar and any owner of the property being improved, and in complete satisfaction of such contract and/or agreement between Lennar and such owner. Such contract and/or agreement, to the extent applicable to Contractor's Work, shall be deemed to be a part of this Agreement.

21.11 The venue for any disputes between Lennar and Contractor shall be as follows: (1) Third Party Actions – If Lennar is involved in litigation or arbitration with a third party and Lennar or any other party joins Contractor as a party to the litigation or arbitration, Contractor consents to be joined in that same venue; (2) Other Actions or Disputes – In all other situations, venue shall be in the state or federal court located in the state and county where the Project is located.

21.12 Upon reasonable notice, at reasonable times, and at Lennar's cost, Lennar or a third-party retained by Lennar shall have the right to access and audit Contractor's books, records and documentation for the purpose of auditing Contractor's performance of its

obligations under this Agreement or Purchase Order. Contractor shall cooperate by identifying and gathering documentation relating to Contractor's performance of its obligations.

21.13 Contractor shall, upon Lennar's request and at Contractor's cost, provide training to Lennar and its Trade Partners as to any product or service provided by Contractor. Contractor and Lennar shall reasonably cooperate in choosing the time, place and frequency of such training.

21.14 To the extent of any conflict or inconsistency between the terms and conditions of the documents set forth below, whether existing or entered into at a later date, the documents shall prevail and take precedence in the order listed below:

a. This Agreement;
b. Any Purchase Order;
c. Any other agreements between Contractor and Lennar.

21.15 By signing below, the undersigned certifies that he or she is authorized to execute this Agreement and is taking this action with full authority from the principal.

21.16 This Agreement may be executed in any number of counterparts, a complete set of which shall be deemed to be an original and all of which together shall comprise but a single instrument. Signatures may be given via facsimile transmission and shall be deemed given as of the date of the transmission of this Agreement by facsimile to the other party.

21.17 Contractor acknowledges and understands that all information relating in any way to Lennar or its business or affairs, whether written or oral, obtained by Contractor in connection with the Work provided as part of this Agreement or otherwise and any information regarding the nature and extent of this Agreement ("Confidential Information"), shall, unless otherwise specified by Lennar in writing be deemed confidential. Contractor acknowledges and understands that Contractor's unauthorized disclosure of any Confidential Information would be extremely prejudicial to Lennar.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CONTRACTOR: Decor Corporation

By (Signature): _____

Title: President Date: 6/28/07

Address: _____

LENNAR CAROLINAS, LLC

By: _____

Name: Michael Ray

Title: Director of Purchasing

Address: 3901 N. Kings Hwy, Suite 22

Myrtle Beach, SC 29577

INT'L _____

v.1-4-07

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SCHEDULE A - PURCHASE ORDER

Date: _____ Purchase Order Number: _____

Contractor agrees to supply all labor, equipment, material, goods and/or services required to perform the Work set forth below and as otherwise provided in, and in strict accordance with, the Contractor Base Agreement. Contractor's obligations shall include, without limitation, any related or incidental labor, material, equipment or services required to satisfy its obligations or any obligations reasonably inferable thereto, as well as any addenda or modifications issued subsequent to the date of the Contractor Base Agreement and this Purchase Order. The terms and conditions of the Contractor Base Agreement executed between Lennar and Contractor are incorporated herein, including any schedules, attachments and exhibits to the Contractor Base Agreement.

Contractor: _____

Cost Code: _____

Community: _____

Address/Legal Description of Project: _____

_____

Scope of Work: Contractor shall provide all labor, material, equipment and services as described below and as more fully described in Exhibit "A" attached hereto (the "Work") and in conformance with the Contractor Base Agreement and any schedules, attachments and exhibits to the Contractor Base Agreement (the "Contract Documents").

_____

_____

_____

_____

Price/Payment: Contractor agrees to perform the Work for [choose one only]:

□ The lump sum of $ _____.

□ A unit price of $_____ per _____.

□ Cost Plus a Fee with a Guaranteed Maximum Price ("GMP") of $_____. The Fee portion of the GMP shall equal either [*choose one only*] _____% of the Cost of the Work (see Schedule E), or $_____. This Agreement shall also be subject to the terms and conditions set forth in Schedule E.

□ Other: _____

_____

_____

_____

Schedule: *Time is of the essence for Contractor's obligations herein.* Contractor shall complete performance of the Work not later than (i) the ____ day of _____, 20___, or (ii) _____

_____.

Execution: This Purchase Order shall be subject to cancellation at Lennar's option unless three (3) executed copies are returned to Lennar's home office by _____.

This Purchase Order is made between Lennar and Contractor for the performance of the Scope of Work described herein and in accordance with the requirements of the Contract Documents. Contractor acknowledges receipt of an executed copy of the Contractor Base Agreement. Contractor has read, understands and agrees to be bound to the terms of this Purchase Order, the Contractor Base Agreement, any schedules, attachments or exhibits to the Contractor Base Agreement, and any special or supplemental conditions attached to any of these documents.

CONTRACTOR

_____
Company

By: _____

Name: _____

Title: _____

Date: _____

LENNAR

LENNAR CAROLINAS, LLC

By: _____

Name: Michael Ray

Title: Director of Purchasing

Date: 8/14/07

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EXHIBIT A: CONTRACTOR'S SCOPE OF WORK

Contractor agrees to perform the Work listed below, as well as any work reasonably inferable from the Work, in strict accordance with the applicable Plans and Specifications, this Agreement and other legal requirements of any type.

- ☐ All Site Work including but not limited to: _____
- ☐ All Utilities Work including but not limited to: _____
- ☐ All Paving and Street Work including but not limited to: _____
- ☐ All Pad Preparation Work including but not limited to: _____
- ☐ All Slab, Flatwork and other Concrete Work including but not limited to: _____
- ☐ All Plumbing Work including but not limited to: _____
- ☐ All Electrical Work including but not limited to: _____
- ☐ All HVAC Work including but not limited to: _____
- ☐ All Rough Framing Work including but not limited to: _____
- ☐ All Finished Framing Work including but not limited to: _____
- ☐ All Exterior Cladding Work including but not limited to: _____
- ☐ All Window Work including but not limited to: _____
- ☐ All Roofing Work including but not limited to: _____
- ☒ Flooring Work including but not limited to: Carpet, Vinyl, Ceramic Tile, Hardwood
- ☐ Cabinetry Work including but not limited to: _____
- ☐ Painting and Finishes Work including but not limited to: _____

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SCHEDULE B – [UNCONDITIONAL/CONDITIONAL] LIEN WAIVER AND RELEASE

LENNAR

CONTRACTOR'S FINAL RELEASE AND LIEN WAIVER

The undersigned Contractor warrants and represents that it has been paid and has received $_____ through check number _____, dated _____ as full and final payment pursuant to the contracts between Contractor and Lennar (including any amendments or modifications thereto) (the "Contracts") for all work associated with the projects listed on the detail for the check and the attached schedule of properties (the "Projects"). In consideration for this final payment, and other good and valuable consideration, receipt of which is acknowledged, the Contractor makes the following representations and warranties:

1. The Contractor acknowledges that Lennar has fully performed all terms and conditions of the Contracts (including any amendments or modifications thereto), as well as any other written or oral commitments, agreements and/or understandings in connection with the Projects.

2. The Contractor represents and warrants that it has been paid in full for all labor, services and materials in connection with the Projects, including all work performed or any materials provided by its subcontractors, materialmen, laborers or other persons.

3. Contractor warrants and represents that: (a) it has paid all its subcontractors, materialmen, laborers, and other persons in full; (b) there are no outstanding claims, demands, or rights to liens against either Contractor or the Projects, including the real property on which the Projects are being constructed and/or any improvements thereon (the "Property"); and (c) no claims, demands, or liens have been filed against Contractor or the Property.

4. Contractor releases and discharges Lennar and all related entities from all claims, demands, or causes of action (including all lien claims and rights) which the Contractor has or might have against Lennar or the Property. Contractor hereby specifically waives and releases any lien, claims or right to lien against Lennar and/or the Property, and also specifically waives, to the extent allowed by law, all liens, claims, or rights of lien by the undersigned's subcontractors, materialmen, laborers and all other persons furnishing services, labor, or materials in connection with the Projects.

5. Contractor covenants and agrees to indemnify and hold harmless Lennar and all related entities from any action, proceeding, arbitration, claim, demand, lien, or right to lien arising out of or relating to Contractor's work, and covenants and agrees to pay any costs, expenses, and/or attorneys' fees incurred by Lennar in connection therewith.

The undersigned Contractor makes the representations and warranties with full knowledge that Lennar shall be entitled to rely upon the truth and accuracy thereof. Contractor acknowledges and agrees that Owner does not waive any rights or claims of any kind under the Contracts at law or in equity by making a final payment or by acceptance of this Release.

This ____ day of _____, 20____.

_____
Contractor Company
Name: _____
Printed Name: _____
Title: _____

Sworn to and subscribed before me
this ____ day of _____, 20____.

_____
Notary Public
My Commission Expires: _____

[illegible]

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INSURANCE REQUIREMENTS – Exhibit C- Low

Subcontractor shall procure and maintain, at its sole cost and expense, the following insurance coverages:

1. Workers' Compensation:
Coverage A. Statutory Benefits
Coverage B. Employers' Liability of not less than:

Bodily Injury by accident	$1,000,000 each accident
Bodily Injury by disease	$1,000,000 policy limit
Bodily Injury by disease	$1,000,000 each employee

Coverage must include a waiver of subrogation endorsement in favor of, and naming, Lennar Corporation including its subsidiaries, partners, partnerships, affiliated companies, successors and assigns

2. Commercial Auto Coverage:
Automobile Liability coverage (equivalent in coverage to ISO form CA 00 01) of not less than $1,000,000 combined single limit, each accident, covering all owned, hired and non-owned autos.

3. Commercial General Liability:
Commercial General Liability coverage (equivalent in coverage to ISO form CG 00 01) of not less than:

Each Occurrence Limit	$1,000,000
Personal Advertising Injury Limit	$1,000,000
Products/Completed Operations Aggregate Limit	$1,000,000
General Aggregate Limit (other than Products/Completed Operations)	$1,000,000

The policy must include:

a) Premises and Operations coverage with no explosions, collapse, or underground damage exclusion (XCU).
b) Products and Completed Operations coverage. Subcontractor agrees to maintain this coverage for a minimum of ten (10) years following completion of its work.
c) Standard ISO CG0001 0196 Contractual Liability coverage, or its equivalent, and a Separation of Insureds clause.
d) Broad Form Property Damage coverage, including completed operations, or its equivalent.
e) The work "performed on your behalf by a subcontractor" exception to the "Damage to Your Work" exclusion (Exclusion "l" in Section I of the ISO form CG 00 01 10 01 and earlier versions.) No limitation or restriction of this exception is allowed.
f) An Additional Insured Endorsement (equivalent to ISO form CG 20 10) naming as additional insured: "Lennar Corporation including its subsidiaries, partners, partnerships, affiliated companies, successors and assigns."
g) If the Work to be performed is on an attached community, there shall be no exclusion for attached or condominium projects.
h) There shall be no exclusions for continuing or progressive losses not known by Subcontractor to exist prior to policy inception.
i) Coverage must be on an "occurrence" form. "Claims Made" and "Modified Occurrence" forms are not acceptable.

4. Property Insurance:
Subcontractor shall maintain "Special Form" property insurance (commonly referred to as "all risk" or "special perils" coverage) in an amount equal to the full replacement cost of all Subcontractor's real and personal property (for which it has title and/or risk of loss), as well as real and personal property which becomes a final part of the Project, during its off-Project status, in transit and while stored or worked upon away from, or on, the Project site. All policy proceeds shall be used for the repair or replacement of the property damaged or destroyed.

Property Waiver of Subrogation. Subcontractor hereby waives all rights of recovery against Lennar Corporation including its subsidiaries, partners, partnerships, affiliated companies, successors and assigns, with respect to any loss or damage, including consequential loss or damage, to the Subcontractor's property caused or occasioned by any peril or perils covered under any policy or policies of property insurance carried by the Subcontractor. Subcontractor shall cause its insurance carriers to consent to such waiver of subrogation.

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5. **Other Requirements:**

a) All policies must afford an unqualified thirty (30) days notice of cancellation to the additional insured(s) in the event of cancellation or non-renewal, and ten (10) days notice of cancellation for non-payment of premium.

b) All policies must be written by insurance companies whose rating in the most recent Best's Rating Guide, is not less than A (-):VII. Contractor reserves the right to accept coverages provided via a state fund. All coverage forms must be acceptable to Contractor. Subcontractor agrees to provide a full certified copy of any policy maintained by Subcontractor to Contractor upon Contractor's request therefor.

c) Certificates of Insurance with the required endorsements evidencing the required coverages must be delivered to the Contractor prior to commencement of any work under this Subcontract. Such certificates of insurance shall state "All Operations" of Subcontractor performed on behalf of Contractor shall be covered by such insurance. The wording "Endeavor" and ... "but failure to mail such notice shall impose no obligation or liability of any kind upon the company" must be deleted from the certificate. If your carrier or broker will not remove such language from the certificate, a separate endorsement requiring 30-day notice of cancellation will be required.

d) If the Subcontractor fails to secure and maintain the required insurance, Contractor shall have the right (without any obligation to do so, however) to secure same in the name and for the account of Subcontractor in which event the Subcontractor shall pay the costs thereof and furnish upon demand all information that may be required in connection therewith.

e) Contractor reserves the right, but shall have no obligation, to procure the insurance, or any portion thereof, for which Subcontractor is herein responsible and which is described in this section. Contractor shall notify Subcontractor if Contractor exercises its right, whereupon Subcontractor's responsibility to carry such insurance shall cease and all the premiums and other charges associated with such insurance shall be refunded to the Contractor. Contractor further reserves the right at any time, with thirty (30) days written notice to Subcontractor, to require that Subcontractor resume the procurement and maintenance of any insurance for which Contractor has elected to procure pursuant to this subsection; in such event, the sums paid to Subcontractor by Contractor shall increase to the extent of any previously agreed and implemented reduction (as noted above) attributable to Contractor's prior assumption of the particular insurance coverages. Such refund shall be equitably pro-rated based upon Subcontractor's completed work at the time of such adjustment.

f) Contractor reserves the right, in its sole discretion, to require higher limits of liability coverage if, in Contractor's opinion, operations by or on behalf of Subcontractor create higher than normal hazards, and, to require Subcontractor to name additional parties in interest to be Additional Insureds, and included in any required Waiver of Subrogation, Notice of Cancellation, or other endorsement.

g) In the event that rental of equipment is undertaken to complete and/or perform the work, Subcontractor agrees that it shall be solely responsible for such rental equipment. Such responsibility shall include, but not be limited to, theft, fire, vandalism and use, including use by unauthorized persons.

h) Nothing in this Exhibit shall reduce Subcontractor's obligations under this Contract. Subcontractor's procurement and/or maintenance of insurance shall not be construed as a limitation of liability or as full performance of the indemnification and hold harmless provisions of this Agreement.

i) In the event that materials or any other type of personal property ("personal property") is acquired for the Project or delivered to the Project site, Subcontractor agrees that it shall be solely responsible for such property until it becomes a fixture on the Project, or otherwise is installed and incorporated as a final part of the Project. Such responsibility shall include, but not be limited to, theft, fire, vandalism, and use, including use by unauthorized persons.

6. **Changes and Modifications:**

Any modification or waiver of the insurance requirements to this Agreement, or in any addendum hereto, may only be made with the prior written consent of Contractor.

7. **Notices:**

All Certificates of Insurance and required endorsements must be addressed and forwarded to:

Lennar Corporation
Insurance Compliance
PO Box 12010-LC
Hemet, CA 92546-8010

Phone: (951) 766-2274

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INSURANCE REQUIREMENTS – Exhibit C- High

Subcontractor shall procure and maintain, at its sole cost and expense, the following insurance coverages:

1. **Workers' Compensation:**
   Coverage A. Statutory Benefits
   Coverage B. Employers' Liability of not less than:

Bodily Injury by accident	$1,000,000 each accident
Bodily Injury by disease	$1,000,000 policy limit
Bodily Injury by disease	$1,000,000 each employee

   Coverage must include a waiver of subrogation endorsement in favor of, and naming, Lennar Corporation including its subsidiaries, partners, partnerships, affiliated companies, successors and assigns

2. **Commercial Auto Coverage:**
   Automobile Liability coverage (equivalent in coverage to ISO form CA 00 01) of not less than $1,000,000 combined single limit, each accident, covering all owned, hired and non-owned autos.

3. **Commercial General Liability:**
   Commercial General Liability coverage (equivalent in coverage to ISO form CG 00 01) of not less than:

Each Occurrence Limit	$1,000,000
Personal Advertising Injury Limit	$1,000,000
Products/Completed Operations Aggregate Limit	$2,000,000
General Aggregate Limit (other than Products/Completed Operations)	$2,000,000

   The policy must include:
   g) Premises and Operations coverage with no explosions, collapse, or underground damage exclusion (XCU).
   h) Products and Completed Operations coverage. Subcontractor agrees to maintain this coverage for a minimum of ten (10) years following completion of its work.
   i) Standard ISO CG0001 0196 Contractual Liability coverage, or its equivalent, and a Separation of Insureds clause.
   j) Broad Form Property Damage coverage, including completed operations, or its equivalent.
   k) The work "performed on your behalf by a subcontractor" exception to the "Damage to Your Work" exclusion (Exclusion "l" in Section I of the ISO form CG 00 01 10 01 and earlier versions.) No limitation or restriction of this exception is allowed.
   l) An Additional Insured Endorsement (equivalent to ISO form CG 20 10) naming as additional insured: "Lennar Corporation including its subsidiaries, partners, partnerships, affiliated companies, successors and assigns."
   j) If the Work to be performed is on an attached community, there shall be no exclusion for attached or condominium projects.
   k) There shall be no exclusions for continuing or progressive losses not known by Subcontractor to exist prior to policy inception.
   l) Coverage must be on an "occurrence" form. "Claims Made" and "Modified Occurrence" forms are not acceptable.

4. **Property Insurance:**
   Subcontractor shall maintain "Special Form" property insurance (commonly referred to as "all risk" or "special perils" coverage) in an amount equal to the full replacement cost of all Subcontractor's real and personal property (for which it has title and/or risk of loss), as well as real and personal property which becomes a final part of the Project, during its off-Project status, in transit and while stored or worked upon away from, or on, the Project site. All policy proceeds shall be used for the repair or replacement of the property damaged or destroyed.

   Property Waiver of Subrogation. Subcontractor hereby waives all rights of recovery against Lennar Corporation including its subsidiaries, partners, partnerships, affiliated companies, successors and assigns, with respect to any loss or damage, including consequential loss or damage, to the Subcontractor's property caused or occasioned by any peril or perils covered under any policy or policies of property insurance carried by the Subcontractor. Subcontractor shall cause its insurance carriers to consent to such waiver of subrogation.

5. Other Requirements:

e) All policies must afford an unqualified thirty (30) days notice of cancellation to the additional insured(s) in the event of cancellation or non-renewal, and ten (10) days notice of cancellation for non-payment of premium.

f) All policies must be written by insurance companies whose rating in the most recent Best's Rating Guide, is not less than A (-): VII. Contractor reserves the right to accept coverages provided via a state fund. All coverage forms must be acceptable to Contractor. Subcontractor agrees to provide a full certified copy of any policy maintained by Subcontractor to Contractor upon Contractor's request therefor.

g) Certificates of insurance with the required endorsements evidencing the required coverages must be delivered to the Contractor prior to commencement of any work under this Subcontract. Such certificates of insurance shall state "All Operations" of Subcontractor performed on behalf of Contractor shall be covered by such insurance. The wording "Endeavor" and ... "but failure to mail such notice shall impose no obligation or liability of any kind upon the company" must be deleted from the certificate. If your carrier or broker will not remove such language from the certificate, a separate endorsement requiring 30-day notice of cancellation will be required.

h) If the Subcontractor fails to secure and maintain the required insurance, Contractor shall have the right (without any obligation to do so, however) to secure same in the name and for the account of Subcontractor in which event the Subcontractor shall pay the costs thereof and furnish upon demand all information that may be required in connection therewith.

f) Contractor reserves the right, but shall have no obligation, to procure the insurance, or any portion thereof, for which Subcontractor is herein responsible and which is described in this section. Contractor shall notify Subcontractor if Contractor exercises its right, whereupon Subcontractor's responsibility to carry such insurance shall cease and all the premiums and other charges associated with such insurance shall be refunded to the Contractor. Contractor further reserves the right at any time, with thirty (30) days written notice to Subcontractor, to require that Subcontractor resume the procurement and maintenance of any insurance for which Contractor has elected to procure pursuant to this subsection; in such event, the sums paid to Subcontractor by Contractor shall increase to the extent of any previously agreed and implemented reduction (as noted above) attributable to Contractor's prior assumption of the particular insurance coverages. Such refund shall be equitably pro-rated based upon Subcontractor's completed work at the time of such adjustment.

j) Contractor reserves the right, in its sole discretion, to require higher limits of liability coverage if, in Contractor's opinion, operations by or on behalf of Subcontractor create higher than normal hazards, and, to require Subcontractor to name additional parties in interest to be Additional Insureds, and included in any required Waiver of Subrogation, Notice of Cancellation, or other endorsement.

k) In the event that rental of equipment is undertaken to complete and/or perform the work, Subcontractor agrees that it shall be solely responsible for such rental equipment. Such responsibility shall include, but not be limited to, theft, fire, vandalism and use, including use by unauthorized persons.

l) Nothing in this Exhibit shall reduce Subcontractor's obligations under this Contract. Subcontractor's procurement and/or maintenance of insurance shall not be construed as a limitation of liability or as full performance of the indemnification and hold harmless provisions of this Agreement.

m) In the event that materials or any other type of personal property ("personal property") is acquired for the Project or delivered to the Project site, Subcontractor agrees that it shall be solely responsible for such property until it becomes a fixture on the Project, or otherwise is installed and incorporated as a final part of the Project. Such responsibility shall include, but not be limited to, theft, fire, vandalism, and use, including use by unauthorized persons.

8. Changes and Modifications:

Any modification or waiver of the insurance requirements to this Agreement, or in any addendum hereto, may only be made with the prior written consent of Contractor.

9. Notices:

All Certificates of Insurance and required endorsements must be addressed and forwarded to:

Lennar Corporation
Insurance Compliance
PO Box 12010-LC
Hemet, CA 92546-8010

Phone: (951) 766-2274

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INSURANCE REQUIREMENTS – Exhibit C-Consultants/Professionals

Consultant shall procure and maintain, at its sole cost and expense, the following insurance coverages:

1. **Workers' Compensation:**
   Coverage A. Statutory Benefits
   Coverage B. Employers' Liability of not less than:

Bodily Injury by accident	$1,000,000 each accident
Bodily Injury by disease	$1,000,000 policy limit
Bodily Injury by disease	$1,000,000 each employee

   Coverage must include a waiver of subrogation endorsement in favor of, and naming, Lennar Corporation including its subsidiaries, partners, partnerships, affiliated companies, successors and assigns

2. **Commercial Auto Coverage:**
   Automobile Liability coverage (equivalent in coverage to ISO form CA 00 01) of not less than $1,000,000 combined single limit, each accident, covering all owned, hired and non-owned autos.

3. **Commercial General Liability:**
   Commercial General Liability coverage (equivalent in coverage to ISO form CG 00 01) of not less than:

Each Occurrence Limit	$1,000,000
Personal Advertising Injury Limit	$1,000,000
General Aggregate Limit (other than Products/Completed Operations)	$2,000,000

   The policy must include:
   m) Premises and Operations coverage with no explosions, collapse, or underground damage exclusion (XCU).
   n) Standard ISO CG0001 0196 Contractual Liability coverage, or its equivalent, and a Separation of Insureds clause.
   o) Broad Form Property Damage coverage.
   p) An Additional Insured Endorsement (equivalent to ISO form CG 20 10) naming as additional insured: "Lennar Corporation including its subsidiaries, partners, partnerships, affiliated companies, successors and assigns"
   m) Coverage must be on an "occurrence" form. "Claims Made" and "Modified Occurrence" forms are not acceptable.

4. **Professional Liability or Errors and Omissions Insurance:**
   Professional Liability or Errors and Omissions coverage of not less than $1,000,000, or limit carried, whichever is higher, with a deductible or self-insured retention amount not greater than $50,000. Such insurance shall include prior acts coverage sufficient to cover the services under this Agreement and Contractual Liability to cover liability assumed under this Agreement, to the extent insurable under such Professional Liability Insurance. Such insurance is to be maintained during the term of this Agreement and for a period of ten years after final payment. If the Work to be performed is on an attached community, there shall be no exclusion for attached or condominium projects.

5. **Other Requirements:**
   a) All policies must afford an unqualified thirty (30) days notice of cancellation to the additional insured(s) in the event of cancellation or non-renewal, and ten (10) days notice of cancellation for non-payment of premium.
   b) All policies must be written by insurance companies whose rating in the most recent Best's Rating Guide, is not less than A (-):VII. Contractor reserves the right to accept coverages provided via a state fund. All coverage forms must be acceptable to Company. Consultant agrees to provide a full certified copy of any policy maintained by Consultant to Company upon Company's request therefor.
   c) Certificates of Insurance with the required endorsements evidencing the required coverages must be delivered to the Company prior to commencement of any work under this Subcontract. Such certificates of insurance shall state "All Operations" of Consultant performed on behalf of Company shall be covered by such insurance. The wording "Endeavor" and ... "but failure to mail such notice shall impose no obligation or liability of any kind upon the company" must be deleted from the certificate. If your carrier or broker will not remove such language from the certificate, a separate endorsement requiring 30-day notice of cancellation will be required.

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d) If the Consultant fails to secure and maintain the required insurance, Company shall have the right (without any obligation to do so, however) to secure same in the name and for the account of Consultant in which event the Consultant shall pay the costs thereof and furnish upon demand all information that may be required in connection therewith.

e) Company reserves the right, but shall have no obligation, to procure the insurance, or any portion thereof, for which Consultant is herein responsible and which is described in this section. Company shall notify Consultant if Company exercises its right, whereupon Consultant's responsibility to carry such insurance shall cease and all the premiums and other charges associated with such insurance shall be refunded to the Company. Company further reserves the right at any time, with thirty (30) days written notice to Consultant, to require that Consultant resume the procurement and maintenance of any insurance for which Company has elected to procure pursuant to this subsection; in such event, the sums paid to Consultant by Company shall increase to the extent of any previously agreed and implemented reduction (as noted above) attributable to Company's prior assumption of the particular insurance coverages. Such refund shall be equitably pro-rated based upon Consultant's completed work at the time of such adjustment.

f) Company reserves the right, in its sole discretion, to require higher limits of liability coverage if, in Company's opinion, operations by or on behalf of Consultant create higher than normal hazards, and, to require Consultant to name additional parties in interest to be Additional Insureds, and included in any required Waiver of Subrogation, Notice of Cancellation, or other endorsement.

g) In the event that rental of equipment is undertaken to complete and/or perform the work, Consultant agrees that it shall be solely responsible for such rental equipment. Such responsibility shall include, but not be limited to, theft, fire, vandalism and use, including use by unauthorized persons.

h) Nothing in this Exhibit shall reduce Consultant's obligations under this Contract. Consultant's procurement and/or maintenance of insurance shall not be construed as a limitation of liability or as full performance of the indemnification and hold harmless provisions of this Agreement.

i) In the event that materials or any other type of personal property ("personal property") is acquired for the Project or delivered to the Project site, Consultant agrees that it shall be solely responsible for such property until it becomes a fixture on the Project, or otherwise is installed and incorporated as a final part of the Project. Such responsibility shall include, but not be limited to, theft, fire, vandalism, and use, including use by unauthorized persons.

j) Property Waiver of Subrogation. Consultant hereby waives all rights of recovery against Lennar Corporation including its subsidiaries, partners, partnerships, affiliated companies, successors and assigns with respect to any loss or damage, including consequential loss or damage, to the Consultant's property caused or occasioned by any peril or perils covered under any policy or policies of property insurance carried by the Consultant. Consultant shall cause its insurance carriers to consent to such waiver of subrogation.

10. Changes and Modifications:

Any modification or waiver of the insurance requirements to this Agreement, or in any addendum hereto, may only be made with the prior written consent of Company.

11. Notices:

All Certificates of Insurance and required endorsements must be addressed and forwarded to:

Lennar Corporation
Insurance Compliance
PO Box 12010-LC
Hemet, CA 92546-8010

Phone: (951) 766-2274

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REVISED 11/30/06

SCHEDULE D – JOB RULES

1. Notwithstanding any contrary language in any agreement between Contractor and any third person, including any labor organization, neither Contractor nor any Subcontractor shall allow any person access to the job site unless they are directly and actively engaged in the performance of the Work. No unauthorized persons (e.g. members of the general public, off-duty employees, family members, solicitors, visitors, vendors, sales persons, officials of labor organizations, prospective homeowners, etc.) shall be allowed on the Project or job site without Lennar's written consent. Access by any unauthorized person shall be considered unlawful trespass and a material breach of this Agreement.

2. Hard-hats, eye and hearing protection, proper scaffolding, equipment safety devices, and all other appropriate clothing and safety devices are required at all times and in all locations at the Project or job site for Contractor and any Subcontractor. If Contractor observes any other contractor violating this requirement, Contractor shall immediately report such violation to Lennar.

3. **CONSUMPTION OF ALCOHOL OR ILLEGAL SUBSTANCES EITHER BEFORE OR DURING PERFORMANCE OF THE WORK IS CAUSE FOR IMMEDIATE SUSPENSION OF WORK AND TERMINATION OF THIS AGREEMENT.** Contractor shall not allow any person acting by, through or under Contractor to be on the construction site or perform any part of the Work (a) while under the influence of alcohol or any drugs or controlled substances, or (b) if there is (i) any suspicion of alcohol or drug use, possession, or impairment involving such employees, agents, or Subcontractors, or (ii) an incident where drug or alcohol use could have been a contributing factor. Lennar may require Contractor to remove any person that Lennar reasonably suspects is in any way impaired and, in such case, such person may only be considered for return to work after Contractor certifies as a result of a for-cause test, conducted immediately following removal, that person was in compliance with this Agreement. Contractor shall not allow on the job site any person that either refuses to take, or tests positive in, any alcohol or drug test. Lennar may, without prior notice, search or require Contractor to search the person, possessions, and vehicles of any person acting by, through or under Contractor that are on the job site or any premises owned, controlled, or managed by Lennar. Any person who refuses to cooperate with such search will be immediately removed from the premises and not allowed to return. Contractor will comply with all applicable federal, state, and local drug and alcohol related laws and regulations (e.g., Department of Transportation regulations, Department of Defense Drug-Free Workforce Policy, Drug-Free Workplace Act of 1988). Lennar may perform unannounced audits of Contractor's alcohol and drug program to verify that Contractor's policy and its enforcement are acceptable to Lennar. In addition, possession of alcohol, drugs, illicit or unprescribed controlled substances, firearms, explosives, weapons, and hazardous substances or articles is not permitted on the job site or other premises owned, controlled, or managed by Lennar. Lennar does not warrant or represent that Contractor's policy meets the requirements of any applicable law, code, rule or regulation, nor does Lennar warrant that the proper enforcement of Contractor's policy will ensure that no accidents or injuries will occur. In addition, any action taken or not taken by Lennar under this Paragraph shall not diminish or affect (i) any of Contractor's obligations under applicable law or this Agreement, or (ii) Contractor's status as an independent contractor.

4. Contractor and its employees, agents, subcontractors and suppliers shall not speed or otherwise operate their automobiles in a dangerous or offensive manner within the Lennar Community, and shall otherwise comply with all traffic laws, ordinances, rules or regulations. The speed limit within the Lennar Community is 5 MPH.

5. No vehicles may be parked on finished lots, finished driveways, or in garages. No vehicles may be left on the job site overnight.

6. Lennar will provide portable toilet facilities for the use of Contractor's employees. Use of bathroom facilities in model or production homes is prohibited.

7. No eating, drinking or smoking is permitted at any job site at any time. Shoes must be removed prior to entering any carpeted home.

8. Contractor's personnel shall not set tools, machinery, materials, or trash on any countertops, bathtubs, vinyl or ceramic areas.

9. Contractor shall not perform any additional work for any of Lennar's homebuyers or prospective homebuyers without prior written approval from an officer of Lennar at the office address listed in this Agreement. Non-approved work will be removed or replaced at Contractor's expense. Continued violation of this rule may result in the termination of this Agreement.

10. Neither Contractor nor any Subcontractor shall, without specific prior written authorization of Lennar's Regional President, give or receive any commission, fee, rebate, gift, loan or anything else of value to (a) any person or entity, including without limitation any agent or employee of a governmental authority, in connection with or as a result of Contractor's Work provided hereunder, to influence any decision or gain any other advantage for Lennar or Contractor, or (b) any agent or employee of Lennar. Neither Contractor nor any Subcontractor shall, without prior written authorization of Lennar's Regional President, enter into any business arrangement with any agent or employee of Lennar, or any affiliate of any agent or employee of Lennar. No agent or employee of Lennar is authorized to engage in any employment or enter into any contract or agreement that conflicts with Contractor's obligations under this Agreement. Contractor shall immediately notify the Lennar Legal Department in Miami, Florida, if any agent or employee of Lennar requests or suggests that Contractor provide anything of value in violation of this Paragraph, or should Contractor believe or have reason to believe that an agent or employee of Lennar expects to receive, directly or indirectly, anything of value.

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REVISED 11/30/06

v.1-4-06

SCHEDULE E – COST PLUS A FEE WITH A GUARANTEED MAXIMUM PRICE

The following terms and conditions shall apply only if Lennar and Contractor have agreed that Contractor's Work will be done as a Cost Plus a Fee with a Guaranteed Maximum Price. In such event, Lennar and Contractor agree as follows:

1. The sum of the Cost of the Work (see Section 2 below) plus the Contractor's Fee (see Schedule A) is guaranteed by Contractor to not exceed the Guaranteed Maximum Price ("GMP") set forth in Schedule A, subject to additions or deletions by Change Order executed between Lennar and Contractor. Contractor remains obligated to complete its Work, even if the costs in doing so would be greater than the GMP.

2. The term "Cost of the Work" shall mean costs necessarily incurred by Contractor in the proper performance of the Work, and shall not be higher than the standard paid at the place of the Project. The Cost of the Work shall only include the items set forth in this paragraph 2.

   a. Labor Costs:
      i. Wages of Contractor's workers directly employed at the Project site.
      ii. Wages or salaries of Contractor's supervisory personnel (a) working at the Project site and with Lennar's approval, and (b) when engaged elsewhere in expediting the production of transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.
      iii. Costs paid or incurred by the Contractor for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Section 2.a.i and 2.a.ii above.

   b. Subcontract Cost: Payments made by Contractor to its subcontractors in accordance with the requirements of the subcontracts.

   c. Costs of Materials/Equipment Incorporated Into The Work: Costs, including transportation and storage, of (a) materials or equipment incorporated or to be incorporated into the completion construction, and (b) reasonable waste and spoilage of such materials or equipment. All salvage value shall inure to Lennar's benefit and shall be a deduction from the Cost of the Work.

   d. Costs of Other Materials/Equipment/Temporary Facilities/Related Items
      i. Costs, including transportation and storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers. All salvage value shall inure to Lennar's benefit and shall be a deduction from the Cost of the Work.
      ii. Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers. Rental rates shall be reasonable and subject to Lennar's prior approval.
      iii. Costs of debris removal from site.
      iv. Costs of copying, facsimiles, long-distance telephone calls, postage, and telephone service at the Project site.
      v. Reasonable expenses of Contractor's personnel when traveling in discharge of Contractor's duties under this Agreement.
      vi. Costs of materials or equipment stored offsite and subject to Lennar's prior approval.

   e. Miscellaneous
      i. The portion of insurance and bonds directly attributable to the Work.
      ii. Sales, use or similar taxes imposed by a governmental authority and directly attributable to the Work.
      iii. Fees and assessments for all required building permits, licenses (excluding any Contractor's License) and inspections.
      iv. Laboratory tests (excluding any tests of defective or nonconforming Work).
      v. Royalties and license fees paid for using a design, process or patent that was required by Lennar; the cost of defending suits or claims for patent infringement for such designs, processes or patents; and costs of any settlement or judgment arising from such suit or claim.
      vi. Data processing costs directly related to the Work.
      vii. Other costs incurred in the performance of the Work if approved in writing by Lennar prior to the cost being incurred.
      viii. Costs due to emergencies incurred by Contractor in preventing damage, injury or loss to the Project or persons working at the Project site.

3. The term "Cost of the Work" shall not include the following costs and shall not be reimbursed by Lennar:
   a. Unless otherwise provided in Section 2.a.ii, salaries or other compensation of any personnel stationed at offices other than the Project site.
   b. Costs associated with Contractor's principal office or other offices other than the Project site.
   c. Overhead and general expenses, except as specifically included in Section 2.
   d. Rental costs of machinery or equipment, except as specifically included in Section 2.
   e. Any costs incurred because of the negligence or failure of either Contractor or anyone acting by, through or under Contractor to perform any obligation in this Agreement or as otherwise required by law.
   f. Any costs of any type or nature which would cause the GMP to be exceeded.

4. Applications for Payment.

a. In addition to other requirements and conditions of payment set forth in this Agreement, Contractor submit with each application for payment documentation which establishes the Cost of the Work incurred by Contractor for the payment period, including without limitation, payroll records, invoices, receipts, checks, vouchers, payment applications from Contractor's subcontractors or suppliers, purchase orders, and other records or documentation.

b. Each application for payment shall be based on the most recent schedule of values (or such other measurement as is mutually agreed to by Lennar and Contractor) submitted by Contractor pursuant to this Agreement. The schedule of values shall allocate the entire GMP among the various portions of the Work, with Contractor's Fee shown as a separate line item. The schedule of values may be rejected by Lennar if Contractor fails to provide data to substantiate its accuracy. The schedule of values shall be utilized as the basis for payments to Contractor.

c. Each application for payment shall show the percentage completion of each portion of the Work. Should Lennar reject Contractor's proposed percentage completion, Contractor shall revise its application for payment and resubmit in accordance with Lennar's requirements.

d. Subject to the other provisions of this Agreement, the amount of each progress payment shall be calculated as follows:

i. Take that portion of the GMP properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the GMP allocated to that portion of the Work in the approved schedule of values;

ii. Add that portion of the GMP properly allocable to materials and equipment delivered and properly stored at the Project site for ultimate incorporation into the Work;

iii. If approved in writing by Lennar, add that portion of the GMP allocable to materials and equipment properly stored off the Project site;

iv. Add the Contractor's Fee earned to date (based on a percentage of the Cost of the Work incurred to date bears to the GMAX);

v. Subtract the retainage amount, if any;

vi. Subtract the total of all previous payments made to Contractor; and

vii. Subtract amounts for (i) erroneous or unsubstantiated costs identified from early applications for payment, or (ii) other previous payments or portions of payments that should not have been made under the terms of this Agreement.

5. Accounting Records. Contractor shall keep complete and detailed records and documentation to account for all Costs of the Work. Contractor's accounting and control systems shall be to Lennar's satisfaction. Lennar and Lennar's accountants may, at any time, inspect or audit the Contractor's records and documentation, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to Contractor's Work. Contractor shall keep all of the foregoing and make same available for inspection at no cost to Lennar for a period of three (3) years after final payment or such other longer period as is required by law.

Lennar Carolinas, LLC.
Acknowledgement of Independent Contractor Status

The undersigned has contracted on a temporary non-exclusive basis to provide services for the benefit of LENNAR CAROLINAS, LLC. The undersigned acknowledges, agrees and understands that it is an independent contractor and not an employee of LENNAR CAROLINAS, LLC. The undersigned will provide or purchase at its own expense all equipment necessary to perform the required services. The undersigned agrees not to represent to customers of LENNAR CAROLINAS, LLC. that it is an employee of LENNAR CAROLINAS, LLC. LENNAR CAROLINAS, LLC. will not withhold any sums from payments to the undersigned for payment of any state or federal income taxes. The undersigned acknowledges and agrees that it is not entitled to coverage under LENNAR CAROLINAS, LLC.'s Workers' Compensation Insurance policy, and the undersigned acknowledges and agrees to maintain Workers' Compensation Insurance for all its employees. The undersigned agrees that it will be solely responsible and liable for payment of any state or federal income taxes. The undersigned is also solely responsible for any medical or death benefits which it may wish to maintain. In the event that you are uninsured, contractor hereby acknowledges that it is not covered under LENNAR CAROLINAS, LLC.'s general liability insurance.

Signed

Michael A Shellhorn
Printed Name

Decor Corporation
Company Name

2700 Westinghouse Blvd
Address

Charlotte, N.C. 28273
City, State, Zip Code

57-0783202
Social Security Number or Federal ID#

6/28/07
Date

12/29/05

SERVICE COMMITMENT

In order to provide exceptional customer service, Lennar Homes enforces the following rules for service.

- **Be on time for appointments. If delays occur, call and inform the Customer Care Representative to allow them to notify the homeowner and reschedule.**
- **Park on the street, not on the homeowner's driveway.**
- **Remove shoes when performing interior work.**
- **No smoking inside of home.**
- **Have necessary materials and tools to perform needed work.**
- **Clean up any dust, debris, or scraps left by the work.**

Signed

Michael A Shellnutt
Printed Name

Decor Corporation
Company Name

57-0783202
Social Security Number or Federal ID#

6/28/07
Date

12/29/05

Scope of Work Contractor
Schedule A to Contractor Base Agreement

General

- Contractor/supplier shall provide a 24-hour emergency service 7 days a week.
- Contractor/supplier shall respond to emergencies within four hours of initial call via phone. All repair work is to be completed within twenty-four hours of the initial call.
- The following job site rules must be adhered to by the contractor/supplier:
  - No vehicles permitted on driveways, flatwork, or in garages.
  - No parking in alleys.
  - No eating, smoking, or loud music inside any home.
  - All trash to be placed in designated area. Area to be kept clean. Homes swept clean.
  - No appliances or toilet facilities are to be used inside the homes.
  - Work is only allowed when the Construction Manager is in the community.

  A fine of $50.00 for the first offense and $100.00 for the second offense will be charged for violation of any of these rules. These fines will be collected by way of back charge from the contractor/supplier's check. Further violations will be subject to further fines and/or dismissal of contractor/supplier.
- No alcoholic or controlled substances in the community. A fine of $100.00 for the first offense will be charged for violation of this rule. This fine will be collected by way of back charge from the contractor/supplier's check. Any further violation of this rule will be subject to dismissal of contractor/supplier.
- It is the responsibility of your company to obey and observe safety regulations as set forth by O.S.H.A. while performing work for Lennar Homes. Any fines levied due to non-compliance of O.S.H.A. regulations by contractor/supplier or contractor/supplier's agents will be the sole responsibility of the contractor/supplier and will be charged back to the contractor/supplier accordingly. Lennar Homes will also impose fines for safety violations. The amount of these fines will vary on the violations and the number of offenses.
- There will be no partial payment for incomplete work.
- Contractor is required to have a current Contractor Base Agreement, Schedule A, Schedule B and Schedule C to the Contractor Base Agreement on file prior to starting any work.

Contractor/Supplier Signature

6/28/07
Date

12/29/05

ADDENDUM "A"
TO SUBCONTRACTOR BASE AGREEMENT
STORM WATER COMPLIANCE

The provisions of this Addendum are hereby incorporated into the Subcontractor Base Agreement dated 6/26/07 **by and between Lennar Carolinas, LLC. ("Contractor") and** Decor Corporation **("Subcontractor").**

Subcontractor shall comply with Contractor's Storm Water Pollution Prevention Plan ("SWPPP"), applicable storm water permit ("Permit"), and Contractor's Storm Water Compliance Guidelines ("Guidelines"). Subcontractor shall implement the Best Management Practices ("BMPs"), set forth in the SWPPP, for any work that it performs on the job site. A copy of the SWPPP, Guidelines and Permit are available at the construction office. Contractor shall be entitled to recover from Subcontractor all fines, fees, expenses and other penalties assessed by any governmental body due to Subcontractor's violation of the Permit or its obligations herein. SUBCONTRACTOR HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS CONTRACTOR FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, ATTORNEYS' FEES, EXPENSES, OR LIAILITIES OF ANY TYPE OR NATURE, INCLUDING WITHOUT LIMITATION, ANY AND ALL FINES OR OTHER PENALTIES, CIVIL OR CRIMINAL, ARISING OUT OF ANY VIOLATION OF THE PERMIT OR ANY OF SUBCONTRACTOR'S OBLIGATIONS HEREIN, CAUSED IN WHOLE OR IN PART, BY THE WRONGFUL ACTS OR OMISSIONS OF SUBCONTRACTOR, OR OTHERWISE CAUSED IN WHOLE OR IN PART BY SUBCONTRACTOR'S FAILURE TO COMPY WITH THE OBLIGATIONS IN THIS PARAGRAPH. Subcontractor acknowledges that failure to adhere to the requirements of the SWPPP, Guidelines or Permit constitutes a material default of its contractual obligations herein, and Contractor may, without prejudice to any other right or remedy, remove Subcontractor from the job site, terminate this Contract, and retain a separate subcontractor to complete Subcontractor's obligations in this contract (the "Completion Subcontractor"). ~~In the event of termination, subcontractor shall be entitled to receive no further monies unless and until the Subcontractor's scope of work is completed by the Completion Subcontractor.~~

CONTRACTOR: LENNAR CAROLINAS, LLC.	SUBCONTRACTOR:
By:	By: Decor Corporation
Name: Michael Ray	Name: Michael A Smallwood
Title: Director of Purchasing	Title: President
Date: 8/14/07	Date: 6/25/07

12/29/04

ADDENDUM "B"
TO SUBCONTRACTOR BASE AGREEMENT
Customer Appreciation Gifts or Events

The provisions of this Addendum are hereby incorporated into the Subcontractor Base Agreement dated 6/26/07 **by and between Lennar Carolinas, LLC. ("Contractor") and** Decor Corporation **("Subcontractor").**

Because Lennar appreciates the efforts of its subcontractors and their employees, Lennar periodically gives its subcontractors and subcontractors' employees' customary and nominal tokens of its appreciation, such as, without limitation, logo and non-logo apparel, rounds of golf, spa days, meals, materials and other "customer appreciation" gifts or outings. Subcontractor acknowledges and agrees that Lennar's giving such tokens of appreciation to Subcontractor or Subcontractor's employees is customary in the industry and does not constitute an attempt to improperly influence Subcontractor or Subcontractor's employees and does not and will not give rise to any claims for civil or criminal misconduct. Lennar fully understands that as a consequence of accepting and tokens of appreciation from Lennar, Subcontractor or Subcontractor's employees will be under no obligation to Lennar other than those contained in this Subcontract Agreement. In order to ensure that Subcontractor is aware of this practice, Subcontractor expressly agrees that Lennar may, at Lennar's sole discretion, without any obligation on the part of Lennar and without further notice to Subcontractor, provide similar tokens of appreciation to Subcontractor or Subcontractor's employees without the need to obtain additional written or verbal consent from Subcontractor.

CONTRACTOR: LENNAR CAROLINAS, LLC.	SUBCONTRACTOR: Decor Corporation
By:	By:
Name: Michael Ray	Name: Michael A Smith
Title: Director of Purchasing	Title: President
Date: 6/14/07	Date: 6/25/07

12/29/04

ADDENDUM "D"
TO SUBCONTRACTOR BASE AGREEMENT
No Gifts

The provisions of this Addendum are hereby incorporated into the Subcontractor Base Agreement dated 6/26/07 **by and between Lennar Carolinas, LLC. ("Contractor") and** Decor Corporation **("Subcontractor").**

Neither Subcontractor nor any partner, director, employee, or agent of Subcontractor shall, without specific written authorization of Contractor, give or receive from any commission, fee, rebate, gift or loan of significant cost or value to any person or entity in connection with or as a result of Subcontractor's Work provided hereunder (excluding Gifts from Contractor pursuant to Addendum "B" to Subcontractor Base Agreement), including, without limitation, to any officer or employee of any government, department, agency or instrumentality, to influence any decision, or to gain any other advantage for Contractor or Subcontractor. Subcontractor shall not (a) enter into any business arrangement with any partner or employee of Contractor, or any affiliate of same other than one acting in a capacity as a representative of Contractor or such affiliate in accordance with this Agreement and with the prior written approval of Contractor or (b) engage in any employment or enter into any contract or agreement that conflicts with Subcontractor's obligations under this Agreement. In the event of a violation of this Addendum "D" to Subcontractor Base Agreement, Subcontractor shall pay to Contractor any and all amounts received by Subcontractor or any other individual or entity described above, however, such payment shall not limit, or operate as a waiver of, any other legal or equitable rights which Contractor may have against Subcontractor at law, in equity, or under this Agreement. ~~Due to the nature of this transaction and the potential exposure to various forms of fines, penalties, sanctions and other damages to Contractor's business and reputation, all of which are, at the date of executing this Agreement, impractical and extremely difficult to ascertain in advance, Contractor and Subcontractor agree that if Contractor terminates this Agreement due to the breach of this Addendum "D" to Subcontractor Base Agreement, then, as the a monetary remedy for such breach and at Contractor's election and, as liquidated damages and not as a penalty, Subcontractor agrees that Subcontractor shall not be paid any amounts billed but unpaid for Subcontractor's compensation for Work completed prior to the Termination Date.~~ This provision shall not be construed as a waiver of Contractor's right to obtain temporary or permanent injunctive relief for any breach or threatened breach by Subcontractor of this Subcontractor Base Agreement. In addition to the remedies available under Addendum "D" to Subcontractor Base Agreement, and at Contractor's election, Contractor shall also be entitled to all available remedies in law or in equity for breach of this Subcontractor Base Agreement, including, but not limited to rescission, actual and/or consequential damages.

CONTRACTOR: LENNAR CAROLINAS, LLC.

By: _____

Name: Michael Ray

Title: Director of Purchasing

Date: 6/14/07

SUBCONTRACTOR:

Decor Corporation

By: _____

Name: Michael A Shellnutt

Title: President

Date: 6/26/07

ADDENDUM "E"
TO SUBCONTRACTOR BASE AGREEMENT
Immigration

The provisions of this Addendum are hereby incorporated into the Subcontractor Base Agreement dated 6/06/07 **by and between Lennar Carolinas, LLC. ("Contractor") and** Decor Corporation **("Subcontractor").**

Subcontractor specifically warrants and agrees it (i) shall not knowingly hire or continue to employ aliens not authorized to work in the United Sates, (ii) has and shall continue to verify the employment documentation specified in the Immigration Act, and (iii) has and shall properly complete and retain the Immigration and Naturalization Service's Form I-9 for all its employees covered by the Immigration Act. Subcontractor agrees to defend, indemnify and hold Contractor free and harmless from and against any claims or charges asserted or filed against and any judgments, fines, penalties and assessments entered against Contractor arising from or as the result of the employment or engagement of any person inconsistent with the forgoing promises or the laws of the United States. ~~In addition, should Subcontractor fail to comply with this Addendum, Contractor shall have the right to rescind this Agreement and/or declare Subcontractor in default under this Agreement and as a result Contractor will be entitled to all direct, indirect, consequential, impact, or other costs, expenses, or damages, included but not limited to costs, loss of organization, lost profits, or attorneys' fees arising out of or as a result of Subcontractor's breach of this Section. Furthermore, at Contractor's sole discretion and as a monetary remedy for such breach, Contractor may, as liquidated damages and not as a penalty, withhold all or any portion of payments owed to Subcontractor for any work completed but unpaid prior~~ to Subcontractor's breach.

CONTRACTOR: LENNAR CAROLINAS, LLC.	SUBCONTRACTOR: Decor Corporation
By:	By:
Name: Michael Ray	Name: Michael A Shelton
Title: Director of Purchasing	Title: President
Date: 8/14/07	Date: 6/26/07

Initials: _____ _____
Trade Partner Lennar

LENNAR

Schedule A
Scope of Work for
CARPET, CARPET PADDING, VINYL FLOORING AND HARDWOOD FLOORING

Subcontractor or supplier, (hereinafter referred to as trade partner), will adhere to all City, County, State and Federal building codes, regulations, and licensing in all areas work is to be performed as it pertains to trade partner's classification. Trade partner is required to follow and comply with all OSHA requirements.

The scope of work specifically includes but is not limited to the following items of work. All of the following, unless noted otherwise, includes labor, materials and all applicable taxes.

Trade partner is required to provide an itemized material take-off; therefore, any items necessary to complete the work, but not shown nor implied on the drawings or in the specifications, but necessary to complete the systems depicted in order to meet all codes, shall be included in this contract. Included with this contract is all work shown on the Plans and Specifications as listed in the Community Product Specification Sheets. This Schedule A will become part of the contract if awarded. Scope of Work under this contract includes, but is not necessarily limited to the following:

GENERAL REQUIREMENTS

1. Trade partner will provide any documents required to comply with OSHA Material Safety Data Sheets, (MSDS) relating to any materials used on the job site.
2. Trade partner agrees that he is acquainted with and will instruct his employees on the Construction Safety Requirements of the Occupational Safety and Health Act of 1970 and all current requirements pertaining to OSHA will be adhered as it pertains to trade partner's classification. Trade partner is required to furnish Lennar Carolinas, LLC with a written copy of trade partner's safety program. Further, he agrees that his employees or trade partners will comply with the provisions of these acts and that he will be financially liable for any fines imposed on Lennar for violations of these provisions on account of unsafe acts by his employees. The same conditions will apply to work sublet by the said trade partner, its agents, and material men.
3. Comply with Lennar standards outlined herein, manufacturers and industry standards as it applies to installation and finishing specifications. In the event of a conflict, the most stringent standards will control.
4. All work will be performed in accordance to Lennar Carolinas, LLC plans, specifications, design standards and home releases. No changes will be allowed without written consent and signed authorization from a Lennar Superintendent on a Lennar Change Order or Purchase Order.
5. **No work will be performed over previous trade partner work that is of inferior quality, incorrectly built or at a variance to Lennar Carolinas, LLC plans.** Immediately notify a Lennar Superintendent of any such occurrences.
6. Supply all tools, materials, labor, and equipment as required to perform related work. Trade partner shall supply all equipment (i.e. forklifts, cranes, ladders, scaffolding), if required, for this trade partner's portions of work only; temporary power and cords from site panels, all power and hand tools as required, compressors, etc., including generators as needed.
7. **The trade partner understands and agrees that work must be completed per Lennar Carolinas, LLC schedule.** No substitution of materials shall be allowed. Trade partner is required to contact the Lennar Superintendent and Lennar Carolinas, LLC purchasing department immediately if any delay and/or product should become unavailable.
8. All materials shall be new materials of guaranteed quality. **Trade partner is required to provide all fasteners (nails, staples, button caps, etc) required to assemble the materials in accordance to the best practices of industry standards and adhere to all local, national codes, and/or governing codes and requirements.**
9. The trade partner agrees to provide competent supervision at all times. The trade partner will check the quality and quantities of materials and quality of workmanship. **The trade partner shall ensure that the work environment is kept clean and free from hazards. Excess materials from each house shall be removed from the site, stored at a Lennar approved location, or stacked neatly in garage.**
10. The house must pass all inspections pertaining to the installation provided by trade partner to turn in retainer. **Any corrections required by inspectors will be at the expense of the trade partner. Any items found during the final inspection that need correction shall be corrected before payment is made.**
11. Trade partner will be required to repair any damages to his work not of his doing and will be paid at a fair and predetermined rate.
12. Trade partner will be required to repair any deficiencies or inferior quality work at his own expense. **Trade partner will be required to pay for any damages to existing work if it is determined that said trade partner and/or his employees were the cause of such damage.**
13. Warrant materials and labor according to Lennar Carolinas, LLC specifications.

Initials: _____ _____
Trade Partner Lennar

14. Lennar Carolinas, LLC reserves the right to modify the specifications at any time. In the event that this occurs, the trade partner will be notified prior to said change.
15. Grades, swales, cuts and any and all movement or placement of soils will conform to subdivision grading map and or as instructed or directed by governing engineer or engineer's inspector to establish correct drainage.
16. Protect the streets curb and gutters from any damages. Track loaders or any equipment utilizing tracks for mobilization shall not be placed, unloaded or moved on any streets or asphalt.
17. Lennar Superintendent will be contacted prior to commencement of work to inform of any utility damages. If Lennar Carolinas, LLC is not informed, trade partner could be liable for any damages.
18. Trade partner is responsible for contacting utility companies or utility locating company prior to commencement of work.
19. Trade partner is responsible to determine locations of all other subsurface utility lines and meters, which may be present on homesite. Any damage done by the trade partner will be the responsibility of the partner.
20. Unless noted otherwise, all work to be performed will be based on a per unit basis, according to the subdivision specific conditions.
21. No materials will be stockpiled in the street. Materials delivered or dropped in the street will be moved immediately.
22. All streets and flatwork will be broom-swept by trade partner responsible for mud, or other surface staining caused by their vehicle and/or equipment. If streets and flatwork are heavily stained or soiled, trade partner will responsible for the cost incurred by Lennar Carolinas, LLC for a wash truck and/or pressure washing of the surface areas at the Lennar Superintendent's discretion. The back-charge for stained/soiled areas caused by the trade partner will be $300.00 per incident.
23. Upon completion of work, trade partner is responsible for leaving home clean (broom-swept). If home is not left broom-swept, a $100.00 fee will be back-charged to trade partner.
24. NO SMOKING ON THE JOBSITES.

SPECIFIC REQUIREMENTS

1. Purchase orders will be received by the trade partner via Supply Pro. Color selection sheets will be received via fax/Supply Pro from Lennar Carolinas, LLC.
2. Trade partner will include all transportation, delivery, freight, storage and applicable taxes in his prices.
3. Furnish, cut, haul, handle, and install all materials and miscellaneous related hardware.
4. Trade partner shall furnish, for sales purposes, to Lennar Carolinas, LLC samples of pad, sheet vinyl and carpets (standard). All samples shall be packaged, clearly and permanently labeled as to their classifications (standard). It is the trade partner's responsibility to constantly monitor the availability of their materials and immediately remove discontinued samples from sales office.
5. Carpet edging strips to be installed at all open edges and at all transitions between sheet vinyl and carpet or vice versa.
6. Furnish and install all carpeting and sheet vinyl complete as per the manufacturer's recommendations and industry standards. The manufacturer's installation specifications will govern over the plans and these specifications for all materials furnished under this contract.
7. Trade partner shall submit carpeting samples, etc. to the Lennar Superintendent for final color selection prior to the ordering of any carpet for the project. Once approved and accepted, trade partner shall guarantee uniformity and matching them through the entire project. Trade partner shall also install carpet in the correct units as per the plans and specifications. Lennar Superintendent shall check and test the carpeting to make sure the color is uniform and conforms to the original color selections prior to installing.
8. The carpet and pad to be used are as specified in each community by signed color sheet and Base Agreement. Trade partner shall be responsible for checking color and flooring type on selection sheet and all ADDENDUMS to Contract (ATC) upon ordering with Lennar Superintendent via fax/Supply Pro prior to time of installation.
9. All flooring shall be ordered from manufacturer in widths large enough to have a minimum number of seams.
10. If any carpeting and/or sheet vinyl fails to meet any of the criteria in this Subcontract agreement, the trade partner shall correct and/or replace all such non-conforming carpeting and/or sheet vinyl immediately, without delay and at his own expense (there will be no additional cost to Lennar Carolinas, LLC).
11. A new set of plans is required for each home and are subject to changes and modifications. Trade partner will review the new plans before beginning work. Trade partner will correct any errors that occur from using an incorrect set of plans (at no cost to Lennar Carolinas, LLC).
12. Before installing any carpeting, padding, tack strips, luan and sheet vinyl, all floors will be fully prepped and clean. Trade partner shall assume full responsibility for the surface condition of floor when floor covering is installed.
13. No floor covering will be installed if a problem is encountered such as delaminated floor, crowned floor joist, walls not true, squared or plumbed, squeak(s) or cabinet installation that will not line up with flooring.
14. It is the trade partner's responsibility to inspect a floor prior to installation and to notify Lennar Superintendent of defects. The Trade partner assumes the cost of removing and reinstalling their work where a floor surface defect must be repaired after their work is installed.
15. If any floor is too damp, is not level, has large cracks, or is otherwise unsuitable for the installation of

the floor coverings, the Lennar Superintendent should be notified immediately.

16. Trade partner shall apply underlayment, floor-leveling compound, adhesive, etc., as required to achieve a professional, high-quality finished product.
17. Trade partner is to be responsible for ordering all the carpeting, sheet vinyl, and hardwood required in the proper yardages/ sq. ft. so as to insure completion according to the color specification charts in this Lennar Carolinas, LLC Subcontract agreement. The trade partner has also visited the project, examined and field measured the units and accounted for any discrepancies between the plans and the actual jobsite. Trade partner is responsible for reviewing and verifying all flooring breaks specified by Lennar Carolinas, LLC prior to installation.

CARPET INSTALLATION

1. Trade partner shall verify all dimensions at jobsite and shall not precut carpet based on drawing dimensions. All dimensions shall be determined by field dimensions.
2. Carpet pad shall be installed per the manufacturer's installation instructions and shall be of the grade and type specified on the purchase order.
3. Trade partner will cut out and drill/ bore holes for all electrical, plumbing fixtures and HVAC fixtures.
4. Trade partner is responsible for any shrinkage or shortage of the pad during the first year of Warranty coverage.
5. Carpet shall be installed per the manufacturer's installation instructions with the fasteners approved by the manufacturer and no fasteners shall be left exposed.
6. All fasteners shall be screwed or driven to full seat.
7. Carpet shall be installed flush with the inside edge of the tack strip. Any short-cut carpet in wall or foyer areas will be replaced. Patching is not acceptable.
8. Carpet shall be firmly attached to the tack strip and shall not come loose within the Warranty period. Tack strips shall be firmly attached per the manufacturer's installation instructions.
9. Carpet shall be butted firmly against vinyl or hardwood flooring. Visible gaps at baseboards are unacceptable.
10. Transition strips shall be used at the junction of carpet and vinyl. Only "one piece" transition strips shall be used on any transitions less than 12'. The strips shall be firmly anchored. Lippage greater than 1/16" is considered excessive.
11. Carpet shall either be manually or power stretched as required.
12. Stairs, risers and treads shall be fully carpeted (unless otherwise noted). Carpet shall go on tread and down riser in a waterfall fashion.
13. All seams shall be neat, strong and invisible in accordance with the best practices of the industry. Gaps are unacceptable.
14. All doors are to be re-hung before leaving the job to correct locations (unless trimming door is necessary).
15. Trade partner shall furnish heaters if required.
16. Under no circumstances are tools or equipment to be placed on any cabinet, countertop or appliance.
17. A scrap of carpet with ~~full ETL numbers stamped on the back~~ is to be left in the attic or in master bedroom closet.
18. All carpet shall be inspected in both sunlight and normal lighting. Any defects visible from a distance of 6 feet under these conditions are unacceptable.
19. Any items found during the final inspection that need correction shall be corrected before payment will be made.
20. No food or drink allowed in home.
21. Installers/trade partner will incur any cost caused by damage to any material (i.e. wall, baseboards, cabinets, doors, etc.) done by installers and will be back-charged for repairs.
22. 6" tape should be used at all carpet joints and double tack strip to be used at all stairs and heavy use areas.
23. Teeth marks from carpet kickers are unacceptable.

VINYL INSTALLATION

1. Vinyl shall be run under all door casing. Cutting around door facings is not acceptable. No cuts shall be made that allows the underlayment or slab to be visible under any casing.
2. Vinyl shall not be cut around commodes. The commode will be lifted and vinyl placed so that no cut areas are visible when the commode is reset. ~~Vinyl seam edge shall be fully caulked to the commode flange. Trade partner is required to also caulk commode base at front and side edges, leaving back edge not caulked in case of water leak.~~
3. All vinyl will be cut to fit flush to baseboards.
4. Vinyl shall be cut large enough at all ducts so that when the grill is installed, no gaps or cuts are visible.
5. Patterned vinyl shall be laid in accordance with wall deflections to reduce visual deflection of the wall against the pattern.
6. Patterns at seams between adjoining pieces must be aligned.
7. Vinyl shall be covered to protect it from damage during the remaining construction of the home. All vinyl seams shall be sealed and protected until sealer has dried.
8. Vinyl shall be firmly attached to the underlayment or slab. It shall not bubble, show nail pops, or

come loose from the adhesive during the Warranty period.

9. All vinyl adhesive will be thoroughly cleaned from vinyl before the job will be considered complete.
10. All vinyl shall be inspected in both sunlight and normal lighting. Any defects visible from a distance of 6 feet under these conditions are unacceptable.
11. All luan/ underlayments shall be installed in strict accordance of manufacturer specifications.
12. All seams and grain directions shall be laid per directions as approved by Lennar Carolinas, LLC.
13. All surfaces shall be level. No chipping, cupping, buckling of tile or bubbling will be acceptable.
14. All grain and seam lines shall be parallel to wall.
15. No visible gaps at baseboards. Vinyl requires shoe mold
16. Installers/trade partners will incur costs caused by damage to any material or baseboards.
17. Reducers may be required at areas where carpet or sheet vinyl meets other floor finishes.

HARDWOOD INSTALLATION

1. Trade partner shall not cut any wood inside the home. Trade partner agrees to cut wood in garage or outside of home, and clean all debris out of home or on jobsite before job is considered complete. Garage shall be swept clean of any and all sawdust.
2. Hardwood Flooring shall be installed without bows or bubbles, and shall be laid square, plumb, and per the manufacturer's installation instructions. Gaps between strips of hardwood floorboards shall not exceed 1/16" in width at time of installation. Deflections and gaps in parquet and hardwood flooring shall not have more than a 1/32" ridge or depression within any 32" measurement.
3. Hardwood flooring boards shall be as close to the same color as possible. Boards of an obvious color difference will not be accepted. Final inspection of all hardwood flooring shall be done in sunlight and also in normal house lighting. Hardwood floorings cannot display any defects that can be readily seen at a distance of 6 feet under these conditions.
4. Trade partner shall install the grade of hardwood as specified by the purchase order. All wood should be consistent with grading stamp as specified.
5. Transition strips shall be used at the junction of wood to carpet and/or vinyl. Only "one piece" transition strips shall be used on any transitions less than 12'. The strips shall be firmly anchored. Lippage greater than 1/16" is considered excessive.
6. Slivers or splinters that occur during the installation of the flooring are unacceptable.
7. Trade partner must deliver hardwood flooring a minimum of 24 hours before installation to acclimate to the temperature/moisture differential in home. Trade partner will check moisture content of subfloor and not install hardwood floor if moisture exceeds industry/ manufacturer standards. Notify Lennar Superintendent if moisture content exceeds such standards.
8. Crowning in strip flooring shall not exceed 1/16" in depth in a 3" maximum span when measured perpendicular to the long axis of the board.
9. Hardwood flooring must be firmly attached to the floor. It shall not bubble or come loose within the Warranty period. Nail hardwood as per manufacturer's instructions. Pops and/or bubbles due to excessive voids under 3/8" glue down flooring are the responsibility of the trade partner.
10. All hardwood flooring shall be cut to fit 1/8" of baseboard.
11. Hardwood shall be covered with kraft paper and/or empty hardwood boxed and taped down to protect it from damage during the remaining construction of the home.

WARRANTY SERVICE

1. Lennar Carolinas, LLC places high importance on warranty service.
2. Trade partner will provide phone number and contact response for emergency service.
3. Emergency service response and completion to these requests will not exceed 72 hours after notification.
4. Trade partner agrees to one (1) year material and labor warranty, from date of closing on the home. This warranty includes but is not limited to: defect in workmanship, improper installation, and/or defective new materials supplied by trade partner to fasten or assemble materials provided by Lennar Carolinas, LLC.
5. If trade partner performs work over previous trade partner work that is of inferior quality, incorrectly built, or at a variance to Lennar Carolinas, LLC plans; trade partner that worked over the inferiority/incorrectly built/variance, will be financially liable for costs incurred to correct and reinstall all material and labor specific to his original installation.
6. Trade partner shall be responsible for all customer service/walk through items pertaining to this contract. Failure to comply with customer service or walk through request within (3) days of notification will result in Lennar Carolinas, LLC, finishing the work and back-charging the costs to trade partner. The trade partner shall have 24 hours (in an emergency) and 3 days (in a non-emergency) in which to correct any Warranty problem. If the problem is not corrected within 3 days then Lennar Carolinas, LLC shall correct the problem and will back-charge the trade partner at the rate of $25.00 per hour, with a minimum charge of $100.00 plus the cost of any materials.

Trade partner shall remain responsible for daily clean up and removal of debris and trash from his respective work area to a designated area by the Project Manager. If for any reason trade partner fails to perform daily clean up, contractor may elect to perform necessary clean up and deduct sufficient monies to cover the cost from monies due the trade partner.

Initials: _____ _____
Trade Partner Lennar

Prior to commencement of work on site, trade partner shall submit to contractor a Certificate of Insurance demonstrating coverage for Workman's Compensation and General Liability as required by Lennar Carolinas, LLC.

The scope of work defined above shall be considered as an integral part of the subcontract agreement referenced to above. Lennar Carolinas, LLC reserves the right to modify and/or amend the above scope of work anytime. Any changes to the scope of work must be approved in writing (adjusting purchase order) prior to work being performed.

This Scope of Work executed this 28th day of June, 20 07

Trade Partner: Decor Corporation
Company Name Phone Number

2700 Westinghouse Blvd
Address

Charlotte NC 28273
City, State, and Zip Code

By: Michael A Shortt President
Print Name Title

Signature

Contractor: Lennar Carolinas, LLC

By: _____ Director of Purchasing
Title

Initials: _____ _____
Trade Partner Lennar

LENNAR®

Schedule A
Scope of Work for
CERAMIC TILE SPECIFICATIONS

Subcontractor or supplier, (hereinafter referred to as trade partner), will adhere to all City, County, State and Federal building codes, regulations, and licensing in all areas work is to be performed as it pertains to trade partner's classification. Trade partner is required to follow and comply with all OSHA requirements.

The scope of work specifically includes but is not limited to the following items of work. All of the following, unless noted otherwise, includes labor, materials and all applicable taxes.

Trade partner is required to provide an itemized material take-off; therefore, any items necessary to complete the work, but not shown nor implied on the drawings or in the specifications, but necessary to complete the systems depicted in order to meet all codes, shall be included in this contract. Included with this contract is all work shown on the Plans and Specifications as listed in the Community Product Specification Sheets. This Schedule A will become part of the contract if awarded. Scope of Work under this contract includes, but is not necessarily limited to the following:

GENERAL REQUIREMENTS

1. Trade partner will provide any documents required to comply with OSHA Material Safety Data Sheets, (MSDS) relating to any materials used on the job site.
2. Trade partner agrees that he is acquainted with and will instruct his employees on the Construction Safety Requirements of the Occupational Safety and Health Act of 1970 and all current requirements pertaining to OSHA will be adhered as it pertains to trade partner's classification. Trade partner is required to furnish Lennar Carolinas, LLC with a written copy of trade partner's safety program. Further, he agrees that his employees or trade partners will comply with the provisions of these acts and that he will be financially liable for any fines imposed on Lennar for violations of these provisions on account of unsafe acts by his employees. The same conditions will apply to work sublet by the said trade partner, its agents, and material men.
3. Comply with Lennar standards outlined herein, manufacturers and industry standards as it applies to installation and finishing specifications. In the event of a conflict, the most stringent standards will control.
4. All work will be performed in accordance to Lennar Carolinas, LLC plans, specifications, design standards and home releases. No changes will be allowed without written consent and signed authorization from a Lennar Superintendent on a Lennar Change Order or Purchase Order.
5. **No work will be performed over previous trade partner work that is of inferior quality, incorrectly built or at a variance to Lennar Carolinas, LLC plans.** Immediately notify a Lennar Superintendent of any such occurrences.
6. Supply all tools, materials, labor, and equipment as required to perform related work. Trade partner shall supply all equipment (i.e. forklifts, cranes, ladders, scaffolding), if required, for this trade partner's portions of work only; temporary power and cords from site panels, all power and hand tools as required, compressors, etc., including generators as needed.
7. **The trade partner understands and agrees that work must be completed per Lennar Carolinas, LLC schedule.** No substitution of materials shall be allowed. Trade partner is required to contact the Lennar Superintendent and Lennar Carolinas, LLC purchasing department immediately if any delay and/or product should become unavailable.
8. All materials shall be new materials of guaranteed quality. **Trade partner is required to provide all fasteners (nails, staples, button caps, etc) required to assemble the materials in accordance to the best practices of industry standards and adhere to all local, national codes, and/or governing codes and requirements.**
9. The trade partner agrees to provide competent supervision at all times. The trade partner will check the quality and quantities of materials and quality of workmanship. **The trade partner shall ensure that the work environment is kept clean and free from hazards. Excess materials from each house shall be removed from the site, stored at a Lennar approved location, or stacked neatly in garage.**
10. The house must pass all inspections pertaining to the installation provided by trade partner to turn in retainer. **Any corrections required by inspectors will be at the expense of the trade partner. Any items found during the final inspection that need correction shall be corrected before payment is made.**
11. Trade partner will be required to repair any damages to his work not of his doing and will be paid at a fair and predetermined rate.
12. Trade partner will be required to repair any deficiencies or inferior quality work at his own expense. **Trade partner will be required to pay for any damages to existing work if it is determined that said trade partner and/or his employees were the cause of such damage.**
13. Warrant materials and labor according to Lennar Carolinas, LLC specifications.
14. Lennar Carolinas, LLC reserves the right to modify the specifications at any time. In the event that this occurs, the trade partner will be notified prior to said change.

Initials: _____ _____
Trade Partner Lennar

15. Grades, swales, cuts and any and all movement or placement of soils will conform to subdivision grading map and or as instructed or directed by governing engineer or engineer's inspector to establish correct drainage.
16. Protect the streets curb and gutters from any damages. Track loaders or any equipment utilizing tracks for mobilization shall not be placed, unloaded or moved on any streets or asphalt.
17. Lennar Superintendent will be contacted prior to commencement of work to inform of any utility damages. If Lennar Carolinas, LLC is not informed, trade partner could be liable for any damages.
18. Trade partner is responsible for contacting utility companies or utility locating company prior to commencement of work.
19. Trade partner is responsible to determine locations of all other subsurface utility lines and meters, which may be present on homesite. Any damage done by the trade partner will be the responsibility of the partner.
20. Unless noted otherwise, all work to be performed will be based on a per unit basis, according to the subdivision specific conditions.
21. No materials will be stockpiled in the street. Materials delivered or dropped in the street will be moved immediately.
22. All streets and flatwork will be broom-swept by trade partner responsible for mud, or other surface staining caused by their vehicle and/or equipment. If streets and flatwork are heavily stained or soiled, trade partner will responsible for the cost incurred by Lennar Carolinas, LLC for a wash truck and/or pressure washing of the surface areas at the Lennar Superintendent's discretion. The back-charge for stained/soiled areas caused by the trade partner will be $300.00 per incident.
23. Upon completion of work, trade partner is responsible for leaving home clean (broom-swept). If home is not left broom-swept, a $100.00 fee will be back-charged to trade partner.
24. NO SMOKING ON THE JOBSITES.

SPECIFIC REQUIREMENTS

1. Purchase orders will be received by the trade partner via Supply Pro.
2. All tile cuts are to be uniform and ground if exposed. In general, all work shall be of aesthetic value acceptable to the customer, Lennar Superintendent and in good common practice of the trade.
3. Trade partner shall not cut any tile inside the home. Trade partner agrees to cut tile in garage or outside of home, and clean all debris out of home or on jobsite before job is considered complete. Garage shall be swept clean of any and all tile dust.
4. All grout film will be removed from all tile surfaces and from any surface and the tile will be left in a polished condition.
5. Trade partner is responsible for any clogged plumbing pipes by any materials used in the course of completing tile work.
6. When natural stones are used, trade partner shall be responsible to cull out any and all tile/stone of non-uniform color or texture.
7. Trade partner is responsible for any damage to tub(s), toilets, shower pans, tops, sinks and cabinets unless damage is pointed out in advance to the Lennar Superintendent prior to commencing work.
8. Installers/trade partner will incur any cost caused by damage to any material (i.e. wall, baseboards, cabinets, doors, etc.) done by installers and will be back-charged for repairs.
9. Trade partner shall properly reinstall any doors removed to install tile.
10. Trade partner is responsible to float any deviations up to ~~1/4"~~ 1/8".
11. Trade partner shall confirm all rough openings prior to installing tile. Trade partner shall understand all tile diagrams to be used and offered Lennar Carolinas, LLC. The tile in all future homes shall be installed according to this specific layout unless noted otherwise by a Lennar Carolinas, LLC change order or work order.
12. Trade partner shall not install any flawed tile.
13. All tiles must be laid flush with each other.
14. The trade partner shall exercise care in the installation of this work and shall at all times protect adjacent surfaces from damage and or careless application of adhesives and shall be financially responsible for repairs to surfaces damaged as a result of their operation.
15. Trade partner agrees to inspect all surfaces on which tile is to be installed prior to beginning work and shall notify Lennar Superintendent of any defects that may require correction. Trade partner is responsible for removing, furnishing, and reinstalling tile in areas that are determined by Lennar Carolinas, LLC, to have been defective prior to tile installation. (This includes, but is not limited to surfaces, which are not plumb, level and square.)
16. Handle, store, mix, and apply setting and grouting materials in compliance with the manufacturer instructions. Terminate work neatly at obstructions, edges and corners without disruption of pattern or joint alignment. Unless otherwise shown or noted on purchase order, lay tile in a grid pattern. Align joints when adjoining tile of floor, base walls and other trim that are the same size. Layout tile work and center fields in both directions in each space or on each wall area. Provide uniform joint widths, unless otherwise shown.
17. Trade partner to include all transportation, delivery, freight, storage and applicable taxes in his prices.

FLOOR TILE INSTALLATIONS

1. All tile and grout installation shall be per Lennar Carolinas, LLC and manufacturer specifications.

Initials: _____ _____
Trade Partner Lennar

2. No floor covering will be installed if a problem is encountered such as delaminated floor, crowned floor joist, walls not true, square, or plumb, or against a cabinet installation that will not line up with flooring. In the event of any of these, or any other deficiency that arises not of your doing, notify Lennar Superintendent prior to installation.
3. Check for floor squeaks prior to starting and inform Lennar Superintendent of any deficiencies prior to starting installation.
4. After grout is installed and floor tiles are properly cleaned, tile will be completely covered with cardboard from cabinets or similar kraft paper. Masking tape will not be placed on adjacent cosmetic or painted surfaces.

TUB & SHOWER TILE

1. Shower pans shall be inspected for any holes on deficiencies in the water dams and lips. Should a defect, break or chip be present, notify Lennar Superintendent prior to starting work.
2. Shower pans and tubs will be checked for level prior to installation. Contact Lennar Superintendent prior to beginning work if a tub or shower pan is found to be not level.
3. Tile backer board specified by Lennar Carolinas, LLC shall be installed in all applicable shower and tub areas.
4. Do not grout the bottom row of tile where tile meets shower base and tile meets tub deck. Neatly and uniformly apply a bead of 100% silicone (that matches grout) at all tub/shower bases where tile meets base.
5. Trade partner shall not grout or caulk weep holes in shower pans.
6. All tub/shower grout to be hard water resistant.
7. Grout the top row of tile and sides at tub and shower surrounds to wall and ensure grout is free of voids.
8. Properly replace all tub coverings.

COUNTERTOP & BACKSPLASH TILE

1. Trade partner shall inspect all sub-tops prior to installation of the tile and report any deficiencies to Lennar Superintendent prior to installation.
2. Trade partner shall check countertops for level before and after countertops/overhang installations.
3. Trade partner shall cover and protect all countertop tile with cardboard or kraft paper following installation. Paper shall be applied so that masking or any other tape is not applied to any cosmetic surface, which would be damaged or difficult to remove later.
4. Any trim or accent pieces which are not of the same thickness as the field tile will be floated from behind to be flush with the field tile after installation.
5. Holes properly cut and left for all electrical receptacles, switches, phone jack openings are properly sized for cover plate.
6. All grout to be consistent in color, texture, application, and free of holidays, flaws, voids and bubbles.
7. Clean any and all grout off bottom of cabinets and all adjacent areas in which grout is not supposed to be.
8. Do not grout the bottom row of tile where it meets the countertop. Neatly and uniformly apply a bead of silicone caulking at this joint (color to match grout).

CLEAN UP

1. All boxes, bags, and any other debris shall be broken down flat and placed in nearest trash receptacle, not in the garage.
2. Keep all debris off sidewalks and driveways.
3. Home to be left broom clean upon completion.
4. All homes shall be swept clean and hazard free before leaving daily.

WARRANTY SERVICE

1. Lennar Carolinas, LLC places high importance on warranty service.
2. Trade partner will provide phone number and contact response for emergency service.
3. Emergency service response and completion to these requests will not exceed 72 hours after notification.
4. Trade partner agrees to one (1) year material and labor warranty, from date of closing on the home. This warranty includes but is not limited to: defect in workmanship, improper installation, and/or defective new materials supplied by trade partner to fasten or assemble materials provided by Lennar Carolinas, LLC.
5. If trade partner performs work over previous trade partner work that is of inferior quality, incorrectly built, or at a variance to Lennar Carolinas, LLC plans; trade partner that worked over the inferiority/incorrectly built/variance, will be financially liable for costs incurred to correct and reinstall all material and labor specific to his original installation.
6. Trade partner shall be responsible for all customer service/walk through items pertaining to this contract. Failure to comply with customer service or walk through request within (3) days of notification will result in Lennar Carolinas, LLC, finishing the work and back-charging the costs to trade partner. The trade partner shall have 24 hours (in an emergency) and 3 days (in a non-

Initials: _____ Trade Partner _____ Lennar

emergency) in which to correct any Warranty problem. If the problem is not corrected within 3 days then Lennar Carolinas, LLC shall correct the problem and will back-charge the trade partner at the rate of $25.00 per hour, with a minimum charge of $100.00 plus the cost of any materials.

Trade partner shall remain responsible for daily clean up and removal of debris and trash from his respective work area to a designated area by the Project Manager. If for any reason trade partner fails to perform daily clean up, contractor may elect to perform necessary clean up and deduct sufficient monies to cover the cost from monies due the trade partner.

Prior to commencement of work on site, trade partner shall submit to contractor a Certificate of Insurance demonstrating coverage for Workmen's Compensation and General Liability as required by Lennar Carolinas, LLC.

The scope of work defined above shall be considered as an integral part of the subcontract agreement referenced to above. Lennar Carolinas, LLC reserves the right to modify and/or amend the above scope of work anytime. Any changes to the scope of work must be approved in writing (adjusting purchase order) prior to work being performed.

This Scope of Work executed this 28th **day of** June **, 20** 07

Trade Partner: Decor Corporation
Company Name **Phone Number**

2700 Westinghouse Blvd
Address

Charlotte NC. 28273
City, State, and Zip Code

By: Michael A Shellhaas President
Print Name **Title**

Signature

Contractor: Lennar Carolinas, LLC

By: _____ Director of Purchasing
Title

EXHIBIT 40

TO EXHIBIT A – AFFIDAVIT OF ROBERT MAUCH

Division Office: _____
Contract Number: _____
Cost Center: _____

CONTRACTOR BASE AGREEMENT

THIS CONTRACTOR BASE AGREEMENT (the "Agreement") made and entered into this 26 day of June, 2007, by and <Enter appropriate Lennar affiliate here> _____ (hereinafter "Lennar") and DUS Inc (hereinafter "Contractor").

1. SCOPE OF WORK: Contractor shall provide labor, material, equipment or other services in such location(s) and under such terms and conditions as Lennar shall deem necessary (the "Work") upon receipt of a Purchase Order from Lennar. When issued, the Purchase Order (see Schedule A) shall become part of this Agreement. The location(s) where the Work is to be performed shall be known as the job site or Project site, and may be more fully described in Exhibit "A" to the Purchase Order. Unless otherwise provided, the term "Subcontractor" shall include all persons or entities of all tiers, whether contracting directly with Contractor, or any person acting by, through or under Contractor, that are providing labor, materials, equipment, supplies, and/or supervision to satisfy the requirements of Contractor's Work.

1.1 PERFORMANCE OF THE WORK. Contractor shall furnish all labor, materials, equipment, supplies, supervision and all other things necessary to timely and properly perform the Work in a good and workmanlike manner, free from defects in workmanship or materials, acceptable to Lennar, and in strict accordance with (i) the plans and specifications, (ii) any applicable manufacturer's specifications, recommendations or requirements, (iii) applicable industry standards, codes, or other rules or regulations, and (iv) the requirements of Lennar's overall schedule. Contractor guarantees the availability of all labor, equipment and materials necessary to complete the Work in strict accordance with Lennar's schedule. Contractor shall be solely responsible to pay for all labor, salaries, materials, tools, equipment, supplies, state, federal, local and all other applicable sales, use, income or other taxes of any type or nature, transportation, storage facilities, offices, telephones, other overhead, shop drawings, supervision, temporary or permanent facilities and all other things necessary for the full and complete performance of the Work covered by this Agreement and the Purchase Order(s). Contractor shall secure and pay for all permits and governmental fees, licenses and inspections, to the extent necessary, for the proper execution and completion of Contractor's Work. No substitutions shall be allowed in the performance of the Work unless expressly approved by Lennar in writing.

1.2 INSPECTION AND INVESTIGATION. Contractor shall fully and completely investigate and study (i) the Project site, (ii) the plans and specifications, (iii) any manufacturer's specifications, and (iv) all other conditions that may affect the Work, and shall be solely responsible for verifying that it possesses the most current set of plans and specifications. By executing the Purchase Order, Contractor represents that it has noted no deficiencies or problems with the Project site, the plans and specifications, the manufacturer's specifications, or any other conditions which would impact its ability to perform the Work in accordance with the requirements of this Agreement or any Purchase Order. If Contractor subsequently discovers any discrepancies between the plans, specifications, manufacturer's specifications, physical conditions, or any errors and omissions in the plans or specifications or in the layout as given that might affect the Work, Contractor shall immediately notify Lennar in writing. Any Work performed by Contractor relating to such discrepancy, error or omission shall be done at Contractor's sole risk. Prior to ordering materials or performing the Work, Contractor shall verify (i) that the materials are adequate for the performance of the Work, and (ii) that all measurements or conditions relevant to Contractor's Work are acceptable. No extra charge or compensation shall be allowed on account of differences between actual dimensions or conditions, and the measurements and conditions which may be found as indicated in the plans and specifications. The soils and geology reports, investigations or borings available to Contractor were prepared by third parties and made only for the purpose of study and design. Lennar does not warrant or guarantee, either expressly or impliedly, (i) the sufficiency or accuracy of the reports or investigations or borings which have been made, or (ii) any conditions that exist throughout the Project. Contractor agrees to undertake the Work subject to all site conditions as they now exist or may exist.

1.3 DEFECTIVE WORK. Contractor is responsible, at its sole cost, for promptly repairing or replacing any defective Work noted by Lennar or any third-party inspectors. In the event Contractor's Work involves construction of a residential dwelling, Contractor is also responsible, at its sole cost, for promptly repairing or replacing any defective Work noted by the homebuyer. Contractor shall provide Lennar with an itemized construction inspection checklist in a form approved by Lennar that Contractor will use to verify completion and workmanship of the Work. The failure of Lennar to identify any defects in the Work during any inspection shall not relieve Contractor of its responsibility to perform the Work in accordance with the requirements of this Agreement. Lennar shall be the sole judge of the adequacy of the repairs made to fix defective work. If Contractor covers any Work prior to Lennar's inspection of the Work, then Contractor shall be responsible for the cost of uncovering or removal and replacement of the Work to allow Lennar's inspection. Contractor shall correct all items noted as needing correction within forty-eight (48) hours of receipt of Lennar's notice. In the event Contractor's Work involves construction of a residential dwelling, Contractor shall correct all items noted as needing correction including any items noted during homebuyer's Orientation before the earlier of (i) close of homeowner's escrow, or (ii) forty-eight (48) hours of receipt of Lennar's notice.

1.4 PROGRESS. Contractor shall comply with the deadlines and schedules established in the Purchase Order and by Lennar, and shall prosecute the Work with diligence and with adequate labor, equipment and materials to satisfy Contractor's progress requirements and so as to not delay the work of other contractors. Contractor shall cooperate and coordinate its Work with all other contractors so as to avoid any delay or interference.

1.5 WORK OF OTHERS. Contractor shall be responsible for protecting its Work, and the work of other contractors or Lennar until final acceptance by Lennar. Contractor shall, without limitation, be fully responsible for the protection of all existing structures, materials, equipment, curbs, landscaping, flora, fauna, and adjacent property. Contractor shall be responsible for inspecting the work of other contractors that may affect its own Work and shall immediately report to Lennar, in writing, any defects, discrepancies or problems which could adversely affect Contractor's work.

1.6 MATERIALS. Unless otherwise specifically stated in this Agreement or any Purchase Order, all goods or materials [illegible] are to be shipped F.O.B. job site and paid for by Contractor, and (i) shall be used within seven (7) days of their receipt. Deliveries to and storage at the Project or job site are the sole risk and responsibility of the Contractor. Contractor shall be responsible for damage or loss to all material and equipment until final payment by Lennar. No materials will be paid for until properly installed. Title to the Work shall vest in Lennar upon performance, provided however, the vesting of such title shall not impose any obligations on Lennar or relieve Contractor of any of its obligations hereunder. To the extent not prohibited by law, Contractor hereby waives any security interest or receivables rights it may have in goods or material to be supplied hereunder and waives its right to the remedies available for a buyer's breach as provided in the Uniform Commercial Code. On-site storage for materials is not provided unless otherwise set forth in a Purchase Order.

1.7 DELAYS AND DISRUPTION; WAIVER OF CONSEQUENTIAL DAMAGES. IN THE EVENT OF ANY DELAY DISRUPTION, INTERFERENCE, STOPPAGE OR HINDRANCE IN COMMENCEMENT OR PROSECUTION OF THE WORK CAUSED BY ANY REASON WHATSOEVER (EACH, "WORK INTERRUPTIONS"), INCLUDING ANY WORK INTERRUPTIONS CAUSED IN WHOLE OR IN PART, OR ALLEGED TO HAVE BEEN CAUSED IN WHOLE OR IN PART, BY LENNAR OR OTHER CONTRACTORS CONTRACTOR, TO THE FULLEST EXTENT PERMITTED BY LAW, HEREBY WAIVES ANY DAMAGES CAUSED BY SUCH WORK INTERRUPTIONS. CONTRACTOR'S SOLE AND EXCLUSIVE REMEDY FOR ANY WORK INTERRUPTIONS SHALL BE AN EXTENSION OF TIME TO PERFORM ITS WORK. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SPECIFICALLY WAIVES ANY RIGHT TO RECOVER DIRECT, INDIRECT, CONSEQUENTIAL, IMPACT, OR OTHER COSTS, EXPENSES, OR DAMAGES INCLUDING BUT NOT LIMITED TO DELAY DAMAGES, COSTS OF ACCELERATION INEFFICIENCY, LOSS OF ORGANIZATION, LOSS OF PROFITS, JOB SITE OR HOME OFFICE OVERHEAD, LABOR OR MATERIAL ESCALATION, OR DETERIORATION OF MATERIALS CAUSED BY ANY WORK INTERRUPTION, TO THE FULLEST EXTENT PERMITTED BY

LAW CONTRACTOR ALSO SPECIFICALLY WAIVES ANY RIGHT TO RECOVER INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY TYPE AND NO MATTER THE CAUSE OF SUCH DAMAGES OR FAULT ON THE PART OF LENNAR OR ANY OTHER PERSON. NOTWITHSTANDING THE FOREGOING, THESE WAIVERS SHALL NOT PRECLUDE RECOVERY OF DAMAGES BY CONTRACTOR FOR WORK INTERRUPTIONS CAUSED SOLELY BY FRAUD, BAD FAITH, OR ACTIVE INTERFERENCE ON THE PART OF LENNAR.

2. LABOR AND SUPERVISION: Contractor shall maintain competent and sufficient supervision and employees on site during all times that Contractor is performing its Work. Contractor's superintendent shall be experienced, fully able to communicate with Lennar, trained, knowledgeable as to the Work, and shall have full authority to act for and bind Contractor. Contractor's superintendent shall be satisfactory to Lennar, and shall not be changed without Lennar's written consent. All communications or directions given to the Contractor's superintendent shall be as binding as if given to Contractor. Contractor shall enforce strict discipline and good order among its employees and Subcontractors, and shall not employ any unfit or unskilled person. Contractor shall immediately remove and replace any person deemed unfit or unskilled by Lennar. Contractor shall maintain a list of all persons performing its Work on the job site and shall produce such list to Lennar upon request. Contractor shall perform criminal background checks of any person that will perform any portion of its Work, and Contractor shall not allow any registered sex offender or any person convicted of a felony or a misdemeanor involving theft, larceny, violence, sexual assault or any other crime of moral turpitude to work at the Project site or job site. In performing such background checks, Contractor shall comply with all requirements of the Fair Credit Reporting Act and any other applicable laws and regulations.

3. LEGAL COMPLIANCE: Contractor and its Subcontractors shall, at all times, comply with all applicable local, state, or federal statutes, ordinances, rules and regulations, and any amendments hereto, as well as those of any other public body having authority concerning the Work, including *without limitation*, the local and state building codes, FHA Minimum Property requirements, VA building code requirements, the Occupational Safety and Health Act of 1970, 29 U.S.C. §§ 651 et seq, the Immigration Reform and Control Act of 1986 ("IRCA"), the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRAIRA"), the Immigration and Nationality Act ("INA"), all applicable equal employment opportunity laws and requirements promulgated by any governmental authority, including, without limitation, the requirements of Title VII of the 1964 Civil Rights Act, 42 United States Code, Section 1981, Executive Orders 11246, 11375 and 11478, the Age Discrimination in Employment Act, the Americans with Disabilities Act, and the Fair Labor Standards Act; all applicable local, state, or federal environmental laws and regulations including, without limitation, the Clean Air Act, 42 USC §§ 7401-7671; the Clean Water Act, 33 USC §§ 1251-1387; the Comprehensive Environmental Response Compensation and Liability Act (CERCLA), 42 USC §§ 9601-9675; the Solid Waste Disposal Act, 42 USC §§ 6901-6992, the Toxic Substances Control Act, 15 USC §§ 2601-2692; and the Endangered Species Act of 1973, 16 USC §§ 1531-544. Contractor is solely responsible, for itself and others acting by, through or under Contractor, for compliance with the requirements of this paragraph and the other obligations of this Agreement.

3.1 IMMIGRATION. With respect to its obligations herein or in any Purchase Order, Contractor specifically warrants and agrees it (i) shall not knowingly hire or continue to employ aliens not authorized to work in the United States, (ii) has and shall continue to verify the employment documentation specified in the Immigration Act, and (iii) has and shall properly complete and retain the Immigration and Naturalization Service's Form I-9 for all its employees covered by the Immigration Act. Accordingly and pursuant to the indemnity requirements of this Agreement, Contractor agrees to defend, indemnify and hold Lennar free and harmless from and against any claims or charges asserted or filed against and any judgments, fines, penalties and assessments entered against Lennar arising from or as the result of the employment or engagement of any person inconsistent with the foregoing promises or the laws of the United States. In addition, should Contractor fail to comply with this Section, Lennar shall have the right to rescind this Agreement and/or declare Contractor in default under this Agreement and as a result Lennar will be entitled to all direct, indirect, consequential, impact, or other costs, expenses, or damages, including but not limited to costs, loss of organization, lost profits, or attorneys' fees and/or paraprofessional fees arising out of or as a result of Contractor's breach of this Section. Furthermore, at Lennar's sole discretion and as a monetary remedy for such breach, Lennar may, as liquidated damages and not as a penalty, withhold all or any portion of payments owed to Contractor for any work completed but unpaid prior to Contractor's breach.

3.2 PATENT AND COPYRIGHTS. Contractor shall assume all liability for all royalties, licenses, patent fees, and any other charges made in connection with the use of patented or copyrighted processes in connection with its Work.

3.3 ENVIRONMENTAL. Prior to commencing the Work, Contractor shall identify in writing all hazardous or toxic substances to be used in performing the Work by Contractor, and shall provide Material Safety Data Sheets ("MSDS") to Lennar for those substances. Lennar may hold any payments otherwise due Contractor until such documentation is supplied. Contractor shall immediately notify Lennar in writing of all hazardous or toxic substances discovered during the performance of the Work or otherwise brought to the job site which were omitted from any previous notification(s) and promptly provide the MSDS on those substances to Lennar. Contractor shall not allow any hazardous or toxic substances on the job site unless (i) necessarily required for the performance of its Work, and (ii) Contractor has previously provided Lennar with MSDS sheets for those substances. Contractor shall immediately notify Lennar of any spill, release or discharge of any chemical or hazardous or toxic substance by itself or any other person. As to any spill, release or discharge of any chemical or hazardous or toxic substance which is caused by Contractor or any of its employees, agents, Subcontractors, customers, or invitees, Contractor shall at its sole expense, immediately take all reasonable, necessary and legally required actions to (i) prevent the further spread of any spill, release or discharge, and (ii) take immediate action to properly clean up said spill, release or discharge (including without limitation any soil or water contaminated by such spill, release or discharge) in full compliance with all applicable laws and regulations and any directions from Lennar.

It is acknowledged and understood that Contractor has inspected the job site, observed the environmental conditions of the job site, and reviewed and complied with Lennar's plans and specifications, including Lennar's Storm Water Pollution Prevention Plan ("SWPPP") and Dust Control Plan, and that Contractor has notice and knowledge of the environmental conditions of the job site. If, during the course of its performance of the Work, Contractor discovers a previously unidentified environmental condition, then Contractor shall immediately notify Lennar and shall not proceed with any work that would disturb such environmental condition without Lennar's approval.

3.4 STORM WATER COMPLIANCE. Contractor shall comply and shall ensure compliance by those acting by, through or under Contractor, with Lennar's SWPPP, applicable storm water permit ("Permit"), Dust Control Plan, and Lennar's Storm Water Compliance Guidelines to the extent applicable to Contractor's work ("Guidelines") if such Guidelines have been developed at the time of this Agreement. Before beginning any work at the job site, Contractor shall review the SWPPP, Permit, and applicable Guidelines, copies of which will be available at the job site or will be made available upon Contractor's request. If required, or requested by Lennar, Contractor shall sign the SWPPP before beginning its work. To the extent applicable to its work, Contractor shall fully comply with and implement the SWPPP, including the Best Management Practices ("BMPs") described by the SWPPP and applicable Guidelines. Contractor shall take care not to damage any BMPs, including any storm water, sediment, or erosion controls, by its work, and in the event Contractor causes such damage it shall immediately report such damage to Lennar and take appropriate measures to remedy such damage. Without limiting any of its other rights or remedies provided elsewhere in this Agreement (including its right to defense and indemnification by Contractor), Lennar may offset from any payments due Contractor, or otherwise recoverable from Contractor: (i) the costs to repair or replace any BMPs damaged by Contractor; and (ii) the costs of all fines, fees, expenses and other penalties sought against or incurred by Lennar due to, in whole or in part, (a) Contractor's violation of the obligations herein, (b) Contractor's violation of the SWPPP, including violations arising from damage to BMPs caused by Contractor, or, (c) Contractor's interference with the implementation of the SWPPP by Lennar or by any other party responsible for implementing the SWPPP. Failure to satisfy the obligations in this paragraph shall be deemed a material default of this Agreement, and Lennar may, without prejudice to any other right or remedy, (i) withhold any payments to Contractor under this Agreement or otherwise until Contractor has remedied its failure, and/or (ii) terminate this Agreement, withhold payments otherwise due Contractor under this Agreement or otherwise, and retain a separate contractor to complete Contractor's obligations at Contractor's expense.

3.5 DUST CONTROL COMPLIANCE. Contractor shall comply and shall ensure compliance by those acting by, through or under Contractor, with Lennar's Dust Control Plan and applicable Dust Control Permit. Before beginning work at the job site, Contractor shall review the Dust Control Plan and Dust Control Permit (copies of which will be available at the job site or will be made available upon Contractor's request. To the extent applicable to its work, Contractor shall fully comply with and implement the Dust Control Plan and best management practices ("dust control BMPs") including all dust control measures, devices or work practices, described by the Dust Control Plan. Contractor shall take care not to damage any dust control BMPs at the job site by its work; in the event Contractor causes such damage it shall immediately report the damage to Lennar and take appropriate measures to remedy such damage.

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Without limiting any of its other rights or remedies provided elsewhere in this Agreement (including its right to defense and indemnification by Contractor), Lennar may offset from any payments due Contractor, or otherwise recoverable from Contractor: (i) the costs to repair or replace any dust control BMPs damaged by Contractor; and (ii) the costs of all fines, fees, expenses and other penalties sought against or incurred by Lennar due to, in whole or in part: (a) Contractor's violation of the obligations herein, (b) Contractor's violation of the Dust Control Plan, including violations arising from damage to dust control BMPs caused by Contractor, or (c) Contractor's interference with the implementation of the Dust Control Plan by Lennar or by any other party responsible for implementing the Dust Control Plan. Failure to satisfy the obligations in this paragraph shall be deemed a material default of this Agreement, and Lennar may, without prejudice to any other right or remedy, (i) withhold any payments to Contractor under this Agreement or any Purchase Order(s) hereunder or otherwise until Contractor has remedied its failure, and/or, (ii) terminate this Agreement, withhold payments otherwise due Contractor under this Agreement or otherwise, and retain a separate contractor to complete Contractor's obligations at Contractor's expense.

3.6 SAFETY. Contractor is an independent contractor and shall be solely responsible for ensuring that its Work is performed in a safe manner. Nothing herein shall be deemed to be an exercise of control by Lennar of Contractor's safety obligations. Contractor shall take all reasonable and necessary safety precautions with regard to the Work, shall coordinate its safety precautions with other contractors, subcontractors, and suppliers, shall comply with all safety requirements, laws, regulations, rules or ordinances of any authority (governmental or otherwise) responsible for the safety of persons or property. Contractor shall notify Lennar, both verbally and in writing, of all injuries to Contractor's employees within eight (8) hours of the injury. Failure to adhere to Lennar's safety policies, the safety requirements of this Agreement, or the job rules shall be deemed a material default of Contractor's obligations. Contractor agrees to comply with all health and safety programs, as well as any rules promulgated by Lennar, in furtherance of Contractor duties under the Occupational Safety and Health Act. If in the opinion of Lennar the health and safety of any person or persons is endangered or appropriate safety measures are not being implemented, Lennar may (but is not required to) take such action as it deems necessary and appropriate, including without limitation, the following: (i) stop Contractor's Work or require Contractor to immediately remedy any unsafe condition caused by the Contractor at its own expense; (ii) shut the Project or job-site down, in whole or in part, until any unsafe condition is remedied; (iii) remedy any unsafe condition caused by Contractor at Contractor's sole expense; (iv) terminate this Agreement and hold Contractor fully liable for any losses incurred by Lennar as a result of the Contractor-caused unsafe condition and such termination; and/or (v) recover against Contractor all fines or penalties assessed by any authority (governmental or otherwise) and caused by or alleged to have been caused by Contractor.

3.7 Contractor acknowledges that it has reviewed all provisions of Lennar's Environmental Management Policy, including Lennar's SWPPP and Dust Control Plan, and that it has reviewed, signed, and returned Lennar's Trade Partner BMP Compliance Measures.

4. JOB RULES: Contractor is solely responsible for complying with and ensuring compliance by its employees and its Subcontractors with (i) Lennar's Code of Safe Practices, (ii) other Lennar policies concerning safety, reasonable restrictions on use and access to the job site by unauthorized personnel, and (iii) the other rules and policies concerning Lennar's work and as set forth in Schedule D to this Agreement. Upon failure to so comply, Lennar may, in addition to the other remedies herein, stop Contractor's Work and/or terminate this Agreement.

5. LIENS AND BOND CLAIMS: Contractor shall keep the Work and the real property being improved by Contractor free and clear of any liens, stop notices, fund trapping notices, or bond claims of any kind whatsoever (collectively "Lien or Bond Claims"), to the extent such Lien or Bond Claims (a) relate to Contractor's Work, or (b) are for any monies due or allegedly due (i) Contractor or any Subcontractor, (ii) any factoring company, lender (secured or unsecured), or (iii) any other entity claiming by, through, or under Contractor or any Subcontractor (collectively the "Lien Claimants"). In the event a Lien or Bond Claim is filed or threatened to be filed by any Lien Claimant, Contractor shall, at Lennar's sole election, immediately (i) settle and resolve such claim and obtain a full waiver and release of the Lien or Bond Claim from the Lien Claimant, or (ii) provide a statutory bond acceptable to Lennar that will bond around or discharge such Lien or Bond Claim. Should Contractor fail to do so, Lennar may, without additional notice to Contractor, (i) settle, bond or discharge the lien or bond claim in any manner Lennar deems appropriate, and charge the costs thereof (including payment of the lien, stop notice or fund trapping notice, or bond claim amount, premiums for bonds, overhead, costs, and reasonable attorneys' fees and paraprofessional fees) to Contractor, and/or (ii) withhold further payments to Contractor under this Agreement or otherwise until Contractor has complied with its obligations herein. Lennar's obligations to pay such costs is not limited to any monies, if any, then due or to become due Contractor under any contract between Lennar and Contractor. Contractor has not and shall not assign any right or claim for payment from Lennar or any right to perfect a lien against the Work or real property to any third person. Any assignment or attempted assignment shall be unenforceable against Lennar, and shall be deemed a material default of this Agreement. Contractor shall include substantially identical language to this Section 5 in all subcontracts of any Subcontractor, and shall also require that all Subcontractors shall waive and release all liens and claims to liens as a condition to their receiving payment.

5.1 At Lennar's request, Contractor shall provide the following to Lennar: (i) Proof of payment for labor, equipment, or material or equipment supplied for the Work or any other obligation for payment arising from the Work; (ii) an affidavit stating that every Subcontractor has been paid in full up to and including the date of any payment application, along with the names of any such person or entity who has not been paid in full and the amount due each; (iii) a Partial Waiver and Release of Lien executed by Contractor or any Subcontractor, in a form acceptable to Lennar, indicating their waiver and release of all lien rights for any part of the Work performed as of the date of Contractor's payment therefore; and, (iv) prior to final payment for the Work, a Final Lien Waiver and Release from Contractor and/or any Subcontractor. If Lennar believes that Contractor's financial circumstances will affect Contractor's performance of its obligations herein, Lennar may take any other precautionary action it deems reasonably necessary to protect its interests including, without limitation, (i) the right to request additional financial assurances from Contractor, (ii) the right to require Contractor to post, at Contractor's cost, a payment bond, (iii) the right to withhold all or any portion of payments due Contractor, or (iv) the right to make payments jointly to Contractor and any person claiming monies from Contractor or any Subcontractor.

[**DIVISIONS: PLEASE CHECK APPROPRIATE BOX WHETHER UTILIZING CONDITIONAL OR UNCONDITIONAL LIEN WAIVERS**]

5.2 CONDITIONAL/UNCONDITIONAL LIEN WAIVER:

☐ CONDITIONAL LIEN WAIVER: At such time as an invoice is submitted, and as a condition to receiving payment, Contractor shall execute and furnish to Lennar a notarized conditional lien release acknowledging receipt of all payments through the period covered by the current invoice and shall, upon request by Lennar, cause all of its Subcontractors to execute similar lien waivers acknowledging receipt of all payments due through the period covered by the current invoice, to the extent payment is actually received. Contractor shall also submit unconditional notarized lien releases from itself and all Subcontractors for payments previously made by Lennar. The lien waivers required to be delivered to Lennar by Contractor under this Agreement shall be original executed waivers, not photocopies, and shall comply with all applicable laws regarding such lien waivers. Contractor shall also comply with all procedural requirements of laws of the State that govern this Agreement with respect to the enforceability of such lien waivers. Regardless of this section, Contractor agrees to provide Lennar with materials and supplies that are free and clear of any debt or lien against said materials or supplies. Upon receipt of final payment for the Work, Contractor shall (from itself and all Subcontractors) provide a Final Unconditional Lien Waiver and Release to Lennar for each property for which the Work was provided

☐ UNCONDITIONAL LIEN WAIVER: At such time as payment is made and as a condition for such payment, Contractor shall execute and furnish to Lennar a notarized unconditional lien release acknowledging receipt of all payments through the period covered by the current invoice and shall, upon request by Lennar, cause all of its Subcontractors to execute similar lien waivers acknowledging receipt of all payments due through the period covered by the current invoice. The lien waivers required to be delivered to Lennar by Contractor under this Agreement shall be original executed waivers, not photocopies, and shall comply with all applicable laws regarding such lien waivers. Contractor shall also comply with all procedural requirements of laws of the State that govern this Agreement with respect to the enforceability of such lien waivers. Regardless of this section, Contractor agrees to provide Lennar with materials and supplies that are free and clear of any debt or lien against said materials or supplies. Upon receipt of final payment for the Work, Contractor shall (from itself and all Subcontractors) provide a Final Unconditional Lien Waiver and Release to Lennar for each property for which the Work was provided.

6. LENNAR'S EQUIPMENT: Should Contractor or any Subcontractor use equipment, scaffolding or other facilities of Lennar or another contractor, it is understood and agreed that (i) Contractor and Subcontractor shall fully inspect and become familiar with the proper and safe use of

such equipment, scaffolding or facilities, (ii) Contractor and Subcontractor shall properly train and supervise their employees, subcontractors and suppliers in the proper and safe use of such equipment, scaffolding and facilities, and (iii) Contractor's or Subcontractor's use of such equipment, scaffolding or facilities shall be at their sole risk. Contractor and Subcontractor waive all claims and liability of any type or nature against Lennar and the owners or lessors of such equipment, scaffolding or other facilities, assumes the full risk of the operation thereof, and assumes full responsibility for any and all loss, cost, expense (including all attorneys' fees and paraprofessional fees), damage, or injury arising therefrom.

7. SECURITY: Contractor shall be solely responsible for providing security for its Work, tools, equipment, materials or other property. Regardless of whether Lennar provides security at the Project, Lennar shall not be responsible for theft, vandalism or loss to any of Contractor's or Subcontractor's Work, tools, equipment, materials or other property.

8. CLEAN UP: Contractor shall maintain a tidy job site and Community and clean up and haul away all debris, rubbish, hazardous or toxic discharges and surplus materials ("Construction Debris") on a daily basis and properly dispose of such Construction Debris in an authorized trash bin or at a licensed or certified landfill. In addition, Contractor will leave the job site, subject property and, if applicable, the building premise(s) clean and in good order. These obligations are in addition to Contractor's obligations under any other section of this Agreement. If, after 24 hours notice by Lennar's representative to Contractor's representative, Contractor has not diligently proceeded with the clean-up as outlined in this Section, then Lennar shall have the right to proceed with the clean-up at Contractor's expense.

9. INSURANCE: Before starting Work, Contractor shall procure and maintain at its own expense the insurance set forth in Schedule C hereto, which requirements are incorporated by this reference as though set forth in full herein.

10. EXPRESS WARRANTIES: Contractor expressly warrants to Lennar, Lennar's customers, or any subsequent owner of a structure constructed by Lennar (collectively "Warranty Beneficiaries"), that its Work shall be performed in a good and workmanlike manner, free from defects in workmanship or materials, and in strict accordance with (i) the plans and specifications, (ii) any applicable manufacturer's specifications, recommendations or requirements, and (iii) all applicable industry standards, codes, or other rules or regulations applicable to the performance of the Work. This warranty section is in addition to warranties provided by law. Any portion of Contractor's Work not complying with the foregoing shall be considered defective. Contractor shall also require each of its Subcontractors to give to Lennar the same warranty regarding the Subcontractor's work. Contractor shall, within two (2) working days of notification by Lennar, repair or replace any defective Work unless the warranty work could not reasonably be performed within such time period, in which event the warranty work shall be performed as quickly as reasonably possible. In the event of an emergency (as determined by Lennar), the Contractor shall perform its warranty work within eight (8) hours. In addition, a seven (7) day-a-week and a twenty-four (24) hour on-call emergency service must be provided by Contractor and any Subcontractor providing roofing, plumbing, electrical and/or HVAC work.

10.1. Extended Warranties. In addition to the foregoing warranties, Contractor shall also, (a) for a period of twelve (12) months from (i) the *date of close of escrow* between Lennar and its homebuyers for Work associated with a structure or associated site work intended to be used primarily for residential purposes, or (ii) *final completion of the Work* for all other types of Work, repair or replace *any defective Work*, and perform Lennar's obligations under any applicable warranty insurance programs (the "One Year Warranty"); (b) for a period of twenty-four (24) months from the (i) the date of close of escrow between Lennar and its homebuyers for Work associated with a structure or associated site work intended to be used primarily for residential purposes, or (ii) *final completion of the Work* for all other types of Work, repair or replace any defective Work associated with any *heating, cooling, mechanical and electrical systems* (the "Systems") installed by Contractor, and perform Lennar's Systems obligations under any applicable warranty insurance programs (the "Two Year Warranty"); and (c) for a period of one-hundred twenty (120) months from (i) the *date of close of escrow* between Lennar and its homebuyers for Work associated with a structure or associated site work intended to be used primarily for residential purposes, or (ii) *final completion of the Work* for all other types of Work, repair or replace any defective Work, associated with *structural damage*, and perform Lennar's obligations under any applicable warranty insurance programs (the "Ten Year Warranty"). The foregoing obligations exist so long as the defect(s) arose or existed during the relevant extended warranty periods, and even if such defects were not observed until after the expiration of the extended warranty period. Should Lennar perform any of Contractor's warranty work (extended or otherwise), Contractor shall reimburse Lennar for the cost of repairing or replacing such defective Work. Notwithstanding anything to the contrary herein, should any state or federal law impose a warranty, express or implied, or any other obligation to repair, replace or pay for defective work arising from Contractor's Work that is longer than the time period set forth in this paragraph, Contractor's warranty obligation period shall be deemed to extend for the duration of the applicable state or federal law.

10.2 Manufacturer's Warranties. Prior to the earlier of completion of Work or upon the termination of this Agreement, Contractor shall provide Lennar with any and all applicable manufacturer's warranties on equipment, materials or appliances furnished pursuant to this Agreement. Contractor shall fully cooperate with Lennar in making any claim on any manufacturer's warranty.

11. EXTRA WORK/CHANGES: NO EXTRA WORK OR CHANGES SHALL BE PERFORMED BY CONTRACTOR OR PAID FOR BY LENNAR UNLESS (i) SPECIFICALLY AUTHORIZED IN WRITING BY LENNAR'S CONSTRUCTION SUPERINTENDENT, AND (ii) A WRITTEN PURCHASE ORDER IS SIGNED BY BOTH CONTRACTOR AND LENNAR'S CONSTRUCTION SUPERINTENDENT PRIOR TO COMMENCING ANY EXTRA WORK OR CHANGES. NO EMPLOYEE OR REPRESENTATIVE OF LENNAR IS AUTHORIZED TO MAKE ANY VERBAL AGREEMENT WAIVING THIS PROVISION, AND CONTRACTOR AGREES THAT IT SHALL NOT RELY ON ANY VERBAL AGREEMENT IN PERFORMING ANY WORK.

12. PAYMENT: The price for the Work and additional terms for payment shall be set forth in the Purchase Order. Lennar has no obligation to pay Contractor for any Work performed prior to execution of a written Purchase Order which specifically covers such Work. No payment shall be due unless Contractor has otherwise satisfied all obligations set forth in this Agreement.

12.1 Payment shall be made in accordance with Lennar's standard practices. Payment will only be considered for Work properly performed, inspected and accepted as of the date of the payment request. As a condition precedent to any payment, Contractor shall (i) submit a request for payment to the Lennar address noted below, (ii) utilize a payment request form acceptable to Lennar, (iii) deliver executed lien waivers and releases in accordance with Section 5.2, and (iv) submit all other documentation reasonably required by Lennar to establish Contractor's entitlement to funds. No payment shall be deemed to constitute acceptance by Lennar of any defective or unacceptable Work.

12.2 All payments to Contractor are trust funds and shall first be used for the full payment of all Subcontractors. Contractor shall ensure that all Subcontractors are at all times fully and timely paid all amounts due in connection with the Work. Contractor shall immediately notify Lennar of any claims or disputes involving any Subcontractor. When Lennar learns of any claim or dispute, Lennar may (i) withhold payments otherwise due Contractor until the claim or dispute is resolved to Lennar's satisfaction, (ii) issue joint checks to Contractor and any claimant, or (iii) deposit any disputed funds into the registry of a court of law. Contractor shall reimburse Lennar for any costs incurred by Lennar as a result of such claims or disputes. Should any dispute arise after payment by Lennar, Contractor shall immediately deposit any payments made relating to such labor or material into an interest-bearing account and shall only use this money to resolve such claims or disputes.

12.3 Lennar may, but is not required to, withhold retainage from each payment as provided by applicable law, and shall release such retainage when (a) Contractor has fully performed its obligations herein (save and except future guaranteed warranty obligations), (b) Contractor has provided final lien releases and waivers (conditioned only upon receipt of the retainage) from itself and all Subcontractors paid, (c) the legal time period for holding such retainage has expired. In the absence of any legally required amount, the retainage shall equal ten (10%) percent of each payment.

12.4 Lennar may, at its option issue, file, and/or record with the appropriate regulating agency a Notice of Completion. By issuing, filing or recording said notice of completion, Lennar does not release the Contractor from any of Contractor's obligations under this Agreement or any Purchase Order issued hereunder. Without limiting the generality of the foregoing, in no event shall the issuance or recordation of a notice of completion be deemed to commence any warranty periods with respect to the Work performed by Contractor as such warranty obligations are set forth in this Agreement.

13. REMEDIES AND TERMINATION: In addition to and without limiting Lennar's other remedies set forth herein or as otherwise provided by law, Lennar shall have the following rights

13.1 If Contractor shall file for or be adjudged bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if Contractor should persistently or repeatedly refuse or should fail, in the reasonable opinion of Lennar, to supply enough properly skilled workmen or proper materials or make delivery of materials as required, or if such materialmen or laborers for material supplied or Work performed disregard laws, ordinances, job rules, or instructions, or if Contractor fails to make prompt and proper payment for labor, materials, equipment or services provided by, through or under Contractor, or if Contractor fails to remedy defective Work or fails to perform warranty services or repairs within the time periods set forth in this Agreement, or should Contractor cause damage to the work of another contractor and/or subcontractor, or if Lennar is fined by any governmental agency on account of or arising out of the violation by Contractor or any Subcontractor of any law, or should Contractor fail in Lennar's sole judgment to prosecute its Work diligently and promptly, or if Contractor otherwise breaches any of its obligations in this Agreement or any of its other agreements with the Lennar division for which Contractor is performing the Work herein; or if Lennar has a reasonable basis to believe that Contractor will not be able to properly perform all of its obligations in this Agreement or under any Purchase Order, Lennar may, without prejudice to any other right or remedy in this Agreement or any law and after giving Contractor forty-eight (48) hours written notice, (i) terminate this Agreement and take possession of Contractor's materials, tools, equipment and appliances thereon and finish the Work by whatever method it may deem expedient in its sole discretion, (ii) withhold payment otherwise due Contractor until the Work is completed and accepted, or until defective Work is remedied, or until warranty services are properly performed, or until such breach has been remedied, (iii) stop the Work until such breach has been cured to Lennar's satisfaction, and/or (iv) furnish or cause to be furnished additional labor or materials at Contractor's expense. If the costs of completing the Work, furnishing additional labor or materials, or remedying Contractor's breach do not exceed the unpaid balance under the applicable Purchase Order(s), and if Contractor is otherwise entitled to receive payment, Lennar shall pay the difference (less a reasonable sum to ensure Contractor's performance of any remaining warranty obligations) to Contractor upon completion of the Work. If such expenses of completing the Work or remedying Contractor's breach exceed the unpaid balance under the applicable Purchase Order(s), Lennar may offset the difference against any amounts due Contractor under this Agreement or other purchase order, contract, or other agreement. Upon demand, Contractor shall pay the difference to Lennar plus any and all costs, expenses and attorneys' fees and paraprofessional fees incurred by Lennar in enforcing or performing any of Contractor's obligations under this Agreement.

13.2 Lennar shall also have the right to terminate this Agreement or any Purchase Orders or portions thereof issued to Contractor without cause and for Lennar's convenience. In such event, Contractor shall be paid only for that Work actually performed as of the date of termination, and Contractor waives recovery for any other costs or damages, direct or consequential including without limitation prospective profits, on Work not performed.

13.3 Should Contractor breach any of its obligations in this Agreement, Lennar shall be entitled to recover against Contractor any reasonable and necessary attorneys' fees and paraprofessional fees, costs and expenses incurred by Lennar in pursuing claims against Contractor.

14. DEFENSE AND INDEMNITY: TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AND IN CONSIDERATION OF THE SUM OF ONE HUNDRED DOLLARS ($100.00), WHICH SUM IS INCLUDED IN THE PRICE(S) ESTABLISHED UNDER THE PURCHASE ORDER(S), THE ADEQUACY AND RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, CONTRACTOR HEREBY AGREES TO UNCONDITIONALLY DEFEND, INDEMNIFY AND HOLD HARMLESS LENNAR, ITS PARENT, AFFILIATES, SUBSIDIARIES, PARTNERS, JOINT VENTURERS, OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS; EMPLOYEES, INSURERS, SURETIES, ANY OWNER OF REAL PROPERTY IMPROVED OR ALLEGED TO HAVE BEEN IMPROVED BY THE CONTRACTOR, OR ANY OF THEM (COLLECTIVELY "INDEMNITEES") AGAINST ANY AND ALL CIVIL OR CRIMINAL LIABILITIES, COSTS, EXPENSES, CLAIMS, DEMANDS, CAUSES OF ACTION, LIEN CLAIMS; THREATS OF LIENS, STOP NOTICES, FUND TRAPPING NOTICES, BOND CLAIMS, PENALTIES, FINES, CITATIONS, LOSSES, AND DAMAGES (INCLUDING COURT COSTS, ATTORNEYS' FEES AND PARAPROFESSIONAL FEES, AND COSTS OF INVESTIGATION), OF ANY NATURE, KIND, OR DESCRIPTION, ARISING OUT OF, IN CONNECTION WITH, CAUSED BY, ALLEGED TO HAVE BEEN CAUSED BY, OR RESULTING FROM, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, (1) THE WORK, LABOR, MATERIALS, EQUIPMENT OR SERVICES PERFORMED OR SUPPLIED OR ALLEGED TO HAVE BEEN PERFORMED OR SUPPLIED BY CONTRACTOR OR ANY OF ITS SUBCONTRACTORS, (2) ANY ACT OR OMISSION OF CONTRACTOR OR ANY OF ITS SUBCONTRACTORS, OR (3) ANY ACT OR OMISSION OF LENNAR OR LENNAR'S OTHER CONTRACTORS, SUBCONTRACTORS, OR SUPPLIERS OR ANY OF THEIR EMPLOYEES, AGENTS, INVITEES OR ANY PERSON ACTING BY, THROUGH OR UNDER LENNAR OR LENNAR'S OTHER CONTRACTORS, SUBCONTRACTORS, OR SUPPLIERS (COLLECTIVELY "LIABILITIES"). THE OBLIGATIONS OF CONTRACTOR UNDER THIS INDEMNIFICATION SHALL APPLY TO LIABILITIES EVEN IF SUCH LIABILITIES ARISE FROM OR ARE ATTRIBUTED TO THE CONCURRENT NEGLIGENCE OF ANY INDEMNITEE. NOTWITHSTANDING THE FOREGOING, CONTRACTOR SHALL NOT BE OBLIGATED UNDER THIS AGREEMENT TO INDEMNIFY THE INDEMNITEES TO THE EXTENT SUCH LIABILITIES RESULT FROM THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE. CONTRACTOR SHALL, AT ITS EXPENSE, ASSUME THE DEFENSE OF THE INDEMNITEES, OR ANY OF THEM, AND SHALL CONDUCT SUCH DEFENSE WITH DUE DILIGENCE AND IN GOOD FAITH WITH COUNSEL SATISFACTORY TO LENNAR. SHOULD CONTRACTOR BREACH ITS DEFENSE AND INDEMNITY OBLIGATIONS, LENNAR MAY, AND WITHOUT RELIEVING CONTRACTOR OF ITS INDEMNITY OBLIGATIONS, ASSUME ANY DEFENSE OBLIGATION AND TRY OR SETTLE SUCH CLAIM, AND CONTRACTOR (1) SHALL REIMBURSE LENNAR FOR ALL COSTS AND EXPENSES INCURRED OR PAID BY ANY INDEMNITEE IN THE DEFENSE, SETTLEMENT, TRIAL OR ARBITRATION, AND (2) PAY ANY JUDGMENT OR AWARD OBTAINED AGAINST THE INDEMNITEES OR ANY OF THEM. NEITHER THE INDEMNITY OBLIGATIONS UNDER THIS SECTION, NOR ANY COMMON LAW AND/OR STATUTORY CONTRIBUTION RIGHTS OR OTHER RIGHTS OF LENNAR OR ANY INDEMNITEE, SHALL BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGE, COMPENSATION, OR BENEFITS PAYABLE BY OR FOR THE CONTRACTOR OR LENNAR UNDER INSURANCE POLICIES, WORKERS' COMPENSATION ACTS, DISABILITY BENEFIT ACTS, OR OTHER EMPLOYEE BENEFIT ACTS. THIS PROVISION IS SEPARATE AND DISTINCT FROM, AND IN ADDITION TO, ANY OTHER PROVISION OR SECTION IN THIS AGREEMENT, INCLUDING ANY PROVISION OR SECTION CONCERNING INDEMNIFICATION AND PROCUREMENT OF INSURANCE. IT IS SPECIFICALLY AGREED WITH RESPECT TO ANY LEGAL LIMITATIONS NOW OR HEREAFTER IN EFFECT AND AFFECTING THE VALIDITY OR ENFORCEABILITY OF THE INDEMNIFICATION OBLIGATION UNDER THIS SECTION, THAT SUCH LEGAL LIMITATIONS ARE MADE A PART OF THE INDEMNIFICATION OBLIGATION AND SHALL OPERATE TO AMEND THE INDEMNIFICATION OBLIGATION TO THE MINIMUM EXTENT NECESSARY TO BRING THE PROVISION INTO CONFORMITY WITH THE REQUIREMENTS OF SUCH LIMITATIONS, AND AS SO MODIFIED, THE INDEMNIFICATION OBLIGATION SHALL CONTINUE IN FULL FORCE AND EFFECT EVEN AFTER COMPLETION OF THE WORK OR TERMINATION OF THIS AGREEMENT. EXCEPT AS EXPRESSLY PROVIDED OTHERWISE, IT IS THE SPECIFIC INTENT OF THIS INDEMNITY THAT THE CONTRACTOR IS INDEMNIFYING THE INDEMNITEES FROM ACTS OF NEGLIGENCE OF INDEMNITEES.

In any and all claims against Lennar hereunder by any employee of Contractor or any employee of any other person or entity acting by through

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under Contractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor or supplier under workers' or workmen's compensation acts, disability acts or other employee benefit acts, and Contractor expressly waives any right it may have to assert such limitation. Contractor expressly waives any right of subrogation that it or its insurers may have against the Indemnitees or any of them. In addition, in no event shall Contractor's obligations hereunder be limited to the extent of any insurance available to or provided by Contractor. The indemnity obligations in this Agreement shall not be limited by the insurance required to be provided by Contractor pursuant to this Agreement; nor shall the insurance requirements of this Agreement be limited by the indemnity obligations of this Agreement.

15. WAIVER OF JURY TRIAL/ARBITRATION: TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, AND AFTER CONSULTING WITH LEGAL COUNSEL OF THEIR OWN CHOOSING, CONTRACTOR AND LENNAR, ON BEHALF OF THEMSELVES AND ANY PERSON OR ENTITY ACTING BY, THROUGH OR UNDER THEM, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY AGREE TO WAIVE THE RIGHT TO TRIAL BY JURY IN CONNECTION WITH ANY LITIGATION OR JUDICIAL PROCEEDING RELATING TO OR CONCERNING, DIRECTLY OR INDIRECTLY, THIS AGREEMENT OR ANY OTHER RIGHTS OR OBLIGATIONS BETWEEN LENNAR, CONTRACTOR AND ALL PERSONS ACTING BY, THROUGH OR UNDER LENNAR OR CONTRACTOR. LENNAR AND CONTRACTOR ACKNOWLEDGE THAT SEPARATE AND GOOD AND VALUABLE CONSIDERATION HAS BEEN PROVIDED BY EACH FOR THIS WAIVER. THIS WAIVER SHALL APPLY TO THIS AGREEMENT, ANY FUTURE AMENDMENTS, SUPPLEMENTS OR MODIFICATIONS OF THIS AGREEMENT, AND ANY FUTURE CHANGE ORDERS OR PURCHASE ORDERS. NOTWITHSTANDING THE FOREGOING, IF (A) LENNAR IS A PARTY TO A LAWSUIT, IS REQUIRED TO TRY THE DISPUTE BEFORE A JURY, AND BELIEVES THAT CONTRACTOR IS LIABLE, IN WHOLE OR IN PART, FOR THE CLAIMS BEING MADE IN THE LAWSUIT, THEN THIS WAIVER OF JURY TRIAL SHALL NOT APPLY; OR (B) LENNAR IS A PARTY TO AN ARBITRATION ACTION, IS REQUIRED TO TRY THE DISPUTE BEFORE AN ARBITRATOR(S), AND BELIEVES THAT CONTRACTOR IS LIABLE, IN WHOLE OR IN PART, FOR THE CLAIMS BEING MADE IN THE ARBITRATION, THEN LENNAR AND CONTRACTOR AGREE THAT THE DISPUTES BETWEEN THEM WILL BE FULLY AND FINALLY RESOLVED IN SUCH ARBITRATION AND IN ACCORDANCE WITH THE ARBITRATION ACT AND ARBITRATION RULES THEN GOVERNING THE ARBITRATION, AND NOT BY JUDGE OR BY JURY. LENNAR AND CONTRACTOR SPECIFICALLY AGREE THAT THIS AGREEMENT INVOLVES INTERSTATE COMMERCE, AND THAT ANY ARBITRATION SHALL BE GOVERNED BY THE FEDERAL ARBITRATION ACT.

16. INDEPENDENT CONTRACTOR/AUTHORITY: Contractor is acting as an independent contractor and not a partner or joint venturer of Lennar. Lennar is solely responsible for the employment, acts, errors, omissions, control and direction of its employees, agents, and Subcontractors. Nothing contained in this Agreement shall authorize or empower Contractor to assume or create any responsibility whatsoever, express or implied, on behalf of or in the name of Lennar, or to bind Lennar in any manner, or make representation, warranty, or commitment on behalf of Lennar, or purchase materials or otherwise incur debts in Lennar's name.

17. CONTRACTOR REGULATION: To the extent required by law, Contractor warrants that it is licensed to perform the Work under the applicable Purchase Order(s). Contractor shall maintain all required permits and licenses in good standing at all times.

18. CUSTOMER APPRECIATION GIFTS OR EVENTS: Lennar periodically gives its contractors and contractors' employees customary and nominal tokens of its appreciation, such as logo and non-logo apparel, rounds of golf, spa days, meals, materials and other "customer appreciation" gifts or outings. Contractor acknowledges and agrees that this is customary in the industry and does not constitute an attempt to improperly influence Contractor or Contractor's employees and does not and will not give rise to any claims for civil or criminal misconduct. Lennar fully understands that as a consequence of accepting any tokens of appreciation from Lennar, Contractor or Contractor's employees will be under no obligation to Lennar other than those contained in this Agreement. In order to ensure that Contractor is aware of this practice, Contractor expressly agrees that Lennar may, *at Lennar's sole discretion, without any obligation on the part of Lennar and without further notice to Contractor,* provide similar tokens of appreciation to Contractor or Contractor's employees without the need to obtain additional written or verbal consent from Contractor.

19. NO GIFTS: Neither Contractor nor any partner, director, employee, or agent of Contractor shall, without specific written authorization of Lennar, give to or receive from any person or entity, including without limitation, any officer or employee of any governmental or quasi-governmental agency, department, or instrumentality, any commission, fee, rebate, gift or loan of significant cost or value in connection with or as a result of Contractor's Work provided hereunder (excluding Gifts from Lennar pursuant to Section 18), to influence any decision, or to gain any other advantage for Lennar or Contractor. Contractor shall not (a) enter into any business arrangement with any partner or employee of Lennar, or any affiliate of same other than one acting in a capacity as a representative of Lennar or such affiliate in accordance with this Agreement and with the prior written approval of Lennar or (b) engage in any employment or enter into any contract or agreement that conflicts with Contractor's obligations under this Agreement. In the event of a violation of this Section, Contractor shall pay to Lennar any and all amounts received by Contractor or any other individual or entity described above, however, such payment shall not limit, or operate as a waiver of, any other legal or equitable rights which Lennar may have against Contractor at law, in equity, or under this Agreement. Due to the nature of this transaction and the potential exposure to various forms of fines, penalties, sanctions and other damages to Lennar's business and reputation, all of which are, at the date of executing this Agreement, impractical and extremely difficult to ascertain in advance, Lennar and Contractor agree that if Lennar terminates this Agreement due to the breach of this Section, then, as the monetary remedy for such breach and at Lennar's election and, as liquidated damages and not as a penalty, Contractor agrees that Contractor shall not be paid any amounts billed but unpaid for Contractor's compensation for Work completed prior to the termination date, as provided in Section 13. This provision shall not be construed as a waiver of Lennar's right to obtain temporary or permanent injunctive relief for any breach or threatened breach by Contractor of this Section. In addition to the remedies available under this Section, and at Lennar's election, Lennar shall also be entitled to injunctive remedies for breach of this Section, including without limitation, rescission.

20. STANDARDS OF BUSINESS ETHICS: Contractor represents that it has not and will not receive or give gifts or gratuities, nor participate in any other conduct in connection with this Agreement or any Purchase Order that violates the Standards of Business Ethics and Conduct of Lennar ("Lennar's Business Ethics") (*see* www.Lennar.com). Should any employee of Lennar or any of its Trade Partners engage in any conduct which Contractor believes is in violation of Lennar's Business Ethics, Contractor shall immediately notify Lennar's representatives in writing at the address provided herein. Violation of Lennar's Business Ethics by Contractor shall be deemed a material breach of this Agreement by Contractor.

21. MISCELLANEOUS:

21.1 Lennar and Contractor acknowledge that they have read, understand, and have had the opportunity to be advised by legal counsel of their own choosing as to each and every one of the terms, conditions, and restrictions and the effect of all the provisions of this Agreement. Lennar and Contractor agree that the provisions shall not be construed more strictly against the party who prepared the document.

21.2 Neither this Agreement nor any Work to be performed under any Purchase Order nor the right to payment under this Agreement shall be assigned by Contractor without the written consent of Lennar, which consent may be withheld at Lennar's sole discretion.

21.3 This Agreement may be assigned by Lennar to any mortgagee or subsequent owner of the project who assumes Lennar's obligations under this Agreement. Contractor shall perform the Work and fulfill its obligations hereunder for the benefit of such assignee, so long as the assignee is making prompt payment to Contractor. In the event of such assignment, Lennar shall be relieved of all liability accruing after such assignment. This Agreement shall be binding on the successors, heirs, and permitted assigns of the parties.

21.4 This Agreement, the attached Scope of Work and the Purchase Order(s) issued by Lennar to Contractor embody the entire agreement between Lennar and Contractor and supersede any prior understandings or oral or written agreements between the parties. This Agreement, including this provision, cannot be amended except by written instrument executed by Lennar and Contractor. Invalidation of any term or condition of this Agreement by judgment, arbitration award or court order or otherwise shall not affect the validity or enforceability of the remaining terms and conditions.

21.5 All notices given under this Agreement shall be in writing personally delivered or mailed certified or registered return receipt requested postage prepaid. Notices to Lennar and Contractor will be sent to the addresses noted in this Agreement. Either party may change the address at which it will receive notice by giving written notice in accordance with this provision.

21.6 If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect provided that the economic and legal substance of the transactions contemplated is not affected in any manner materially adverse to any party. In the event of any such determination, the parties agree to negotiate in good faith to modify this Agreement to fulfill as closely as possible the original intent and purposes hereof. To the extent permitted by law, the parties hereby to the same extent waive any provisions of law that renders any provision hereof prohibited or unenforceable in any respect.

21.7 In no event shall either party be entitled to any interest on any sum due hereunder in excess of that permitted by applicable law. Notwithstanding anything to the contrary herein, any reference herein to interest accruing on any sum due hereunder shall be deemed to be the lower of: the interest rate stated herein or the maximum rate allowed by law.

21.8 TIME IS OF THE ESSENCE OF THIS AGREEMENT. Any covenants, terms and conditions of a continuing nature shall survive final payment, completion, and acceptance of the Work under this Agreement and any applicable Purchase Order and any termination or conclusion of this Agreement and Contractor has taken into consideration and made allowances for all the hindrances and delays incident to its Work.

21.9 This Agreement shall be deemed entered into in the state where the Project or job site is located and shall be interpreted and applied in accordance with the laws of the state where the Project or job site is located.

21.10 Contractor agrees to perform all of its obligations in strict accordance with the terms of this Agreement and in strict accordance with any contract and/or agreement between Lennar and any owner of the property being improved, and in complete satisfaction of such contract and/or agreement between Lennar and such owner. Such contract and/or agreement, to the extent applicable to Contractor's Work, shall be deemed to be a part of this Agreement.

21.11 The venue for any disputes between Lennar and Contractor shall be as follows: (1) Third Party Actions – If Lennar is involved in litigation or arbitration with a third party and Lennar or any other party joins Contractor as a party to the litigation or arbitration, Contractor consents to be joined in that same venue; (2) Other Actions or Disputes – In all other situations, venue shall be in the state or federal court located in the state and county where the Project is located.

21.12 Upon reasonable notice, at reasonable times, and at Lennar's cost, Lennar or a third-party retained by Lennar shall have the right to access and audit Contractor's books, records and documentation for the purpose of auditing Contractor's performance of its obligations under this Agreement or Purchase Order. Contractor shall cooperate by identifying and gathering documentation relating to Contractor's performance of its obligations.

21.13 Contractor shall, upon Lennar's request and at Contractor's cost, provide training to Lennar and its Trade Partners as to any product or service provided by Contractor. Contractor and Lennar shall reasonably cooperate in choosing the time, place and frequency of such training.

21.14 To the extent of any conflict or inconsistency between the terms and conditions of the documents set forth below, whether existing or entered into at a later date, the documents shall prevail and take precedence in the order listed below:

a. This Agreement;
b. Any Purchase Order;
c. Any other agreements between Contractor and Lennar.

21.15 By signing below, the undersigned certifies that he or she is authorized to execute this Agreement and is taking this action with full authority from the principal.

21.16 This Agreement may be executed in any number of counterparts, a complete set of which shall be deemed to be an original and all of which together shall comprise but a single instrument. Signatures may be given via facsimile transmission and shall be deemed given as of the date of the transmission of this Agreement by facsimile to the other party.

21.17 Contractor acknowledges and understands that all information relating in any way to Lennar or its business or affairs, whether written or oral, obtained by Contractor in connection with the Work provided as part of this Agreement or otherwise and any information regarding the nature and extent of this Agreement ("Confidential Information"), shall, unless otherwise specified by Lennar in writing be deemed confidential. Contractor acknowledges and understands that Contractor's unauthorized disclosure of any Confidential Information would be extremely prejudicial to Lennar.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CONTRACTOR: DVS Inc.

By (Signature): Daughn C. Cassidy

Title: President Date: 6-26-07

Address: 779 St. James Ave Goose Creek SC. 29445

<ENTER APPLICABLE LENNAR AFFILIATE>

By: Teresa B Eade

Name: Teresa B Eade

Title: Director of Purchasing

Address: _____

SCHEDULE A - PURCHASE ORDER

Date: _____ Purchase Order Number: _____

Contractor agrees to supply all labor, equipment, material, goods and/or services required to perform the Work set forth below and as otherwise provided in, and in strict accordance with, the Contractor Base Agreement. Contractor's obligations shall include, without limitation, any related or incidental labor, material, equipment or services required to satisfy its obligations or any obligations reasonably inferable thereto, as well as any addenda or modifications issued subsequent to the date of the Contractor Base Agreement and this Purchase Order. The terms and conditions of the Contractor Base Agreement executed between Lennar and Contractor are incorporated herein, including any schedules, attachments and exhibits to the Contractor Base Agreement.

Contractor: _____

Cost Code: _____

Community: _____

Address/Legal Description of Project: _____

_____

Scope of Work: Contractor shall provide all labor, material, equipment and services as described below and as more fully described in Exhibit "A" attached hereto (the "Work") and in conformance with the Contractor Base Agreement and any schedules, attachments and exhibits to the Contractor Base Agreement (the "Contract Documents").

_____

_____

_____

_____

Price/Payment: Contractor agrees to perform the Work for (choose one only):

☐ The lump sum of $ _____.

☐ A unit price of $_____ per _____.

☐ Cost Plus a Fee with a Guaranteed Maximum Price ("GMP") of $_____. The Fee portion of the GMP shall equal either (choose one only) _____% of the Cost of the Work (see Schedule E), or $_____. This Agreement shall also be subject to the terms and conditions set forth in Schedule E.

☐ Other: _____

_____

_____

_____

Schedule: *Time is of the essence for Contractor's obligations herein.* Contractor shall complete performance of the Work not later than (i) the ____ day of _____, 20___, or (ii) _____.

Execution: This Purchase Order shall be subject to cancellation at Lennar's option unless three (3) executed copies are returned to Lennar's home office by _____.

This Purchase Order is made between Lennar and Contractor for the performance of the Scope of Work described herein and in accordance with the requirements of the Contract Documents. Contractor acknowledges receipt of an executed copy of the Contractor Base Agreement. Contractor has read, understands and agrees to be bound to the terms of this Purchase Order, the Contractor Base Agreement, any schedules, attachments or exhibits to the Contractor Base Agreement, and any special or supplemental conditions attached to any of these documents.

CONTRACTOR	LENNAR
[Company]	<ENTER APPLICABLE LENNAR AFFILIATE>
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

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EXHIBIT A: CONTRACTOR'S SCOPE OF WORK

Contractor agrees to perform the Work listed below, as well as any work reasonably inferable from the Work, in strict accordance with the applicable Plans and Specifications, this Agreement and other legal requirements of any type.

- ☐ All Site Work including but not limited to: _____
- ☐ All Utilities Work including but not limited to: _____
- ☐ All Paving and Street Work including but not limited to: _____
- ☐ All Pad Preparation Work including but not limited to: _____
- ☐ All Slab, Flatwork and other Concrete Work including but not limited to: _____
- ☐ All Plumbing Work including but not limited to: _____
- ☐ All Electrical Work including but not limited to: _____
- ☐ All HVAC Work including but not limited to: _____
- ☐ All Rough Framing Work including but not limited to: _____
- ☐ All Finished Framing Work including but not limited to: _____
- ☐ All Exterior Cladding Work including but not limited to: _____
- ☐ All Window Work including but not limited to: _____
- ☐ All Roofing Work including but not limited to: _____
- ☐ Flooring Work including but not limited to: _____
- ☐ Cabinetry Work including but not limited to: _____
- ☐ Painting and Finishes Work including but not limited to: _____

INIT: _____

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REVISED 1/30/06

SCHEDULE B – [UNCONDITIONAL/CONDITIONAL] LIEN WAIVER AND RELEASE

[PRIOR TO ATTACHING SCHEDULE B, LENNAR DIVISION TO RETRIEVE APPROPRIATE SCHEDULE B FROM LENNAR PORTAL OR CONTACT LENNAR LEGAL REGARDING APPROPRIATE SCHEDULE B]

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SCHEDULE C - INSURANCE REQUIREMENTS

[PRIOR TO ATTACHING SCHEDULE C, LENNAR DIVISION TO RETRIEVE APPROPRIATE SCHEDULE C FROM LENNAR PORTAL OR CONTACT LENNAR RISK MANAGEMENT REGARDING APPROPRIATE SCHEDULE C]

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SCHEDULE D – JOB RULES

1. Notwithstanding any contrary language in any agreement between Contractor and any third person, including any labor organization, neither Contractor nor any Subcontractor shall allow any person access to the job site unless they are directly and actively engaged in the performance of the Work. No unauthorized persons (e.g. members of the general public, off-duty employees, family members, solicitors, visitors, vendors, sales persons, officials of labor organizations, prospective homeowners, etc.) shall be allowed on the Project or job site without Lennar's written consent. Access by any unauthorized person shall be considered unlawful trespass and a material breach of this Agreement.

2. Hard-hats, eye and hearing protection, proper scaffolding, equipment safety devices, and all other appropriate clothing and safety devices are required at all times and in all locations at the Project or job site for Contractor and any Subcontractor. If Contractor observes any other contractor violating this requirement, Contractor shall immediately report such violation to Lennar.

3. CONSUMPTION OF ALCOHOL OR ILLEGAL SUBSTANCES EITHER BEFORE OR DURING PERFORMANCE OF THE WORK IS CAUSE FOR IMMEDIATE SUSPENSION OF WORK AND TERMINATION OF THIS AGREEMENT. Contractor shall not allow any person acting by, through or under Contractor to be on the construction site or perform any part of the Work (a) while under the influence of alcohol or any drugs or controlled substances, or (b) if there is (i) any suspicion of alcohol or drug use, possession, or impairment involving such employees, agents, or Subcontractors, or (ii) an incident where drug or alcohol use could have been a contributing factor. Lennar may require Contractor to remove any person that Lennar reasonably suspects is in any way impaired and, in such case, such person may only be considered for return to work after Contractor certifies as a result of a for-cause test, conducted immediately following removal, that person was in compliance with this Agreement. Contractor shall not allow on the job site any person that either refuses to take, or tests positive in, any alcohol or drug test. Lennar may, without prior notice, search or require Contractor to search the person, possessions, and vehicles of any person acting by, through or under Contractor that are on the job site or any premises owned, controlled, or managed by Lennar. Any person who refuses to cooperate with such search will be immediately removed from the premises and not allowed to return. Contractor will comply with all applicable federal, state, and local drug and alcohol related laws and regulations (e.g., Department of Transportation regulations, Department of Defense Drug-Free Workforce Policy, Drug-Free Workplace Act of 1988). Lennar may perform unannounced audits of Contractor's alcohol and drug program to verify that Contractor's policy and its enforcement are acceptable to Lennar. In addition, possession of alcohol, drugs, illicit or unprescribed controlled substances, firearms, explosives, weapons, and hazardous substances or articles is not permitted on the job site or other premises owned, controlled, or managed by Lennar. Lennar does not warrant or represent that Contractor's policy meets the requirements of any applicable law, code, rule or regulation, nor does Lennar warrant that the proper enforcement of Contractor's policy will ensure that no accidents or injuries will occur. In addition, any action taken or not taken by Lennar under this Paragraph shall not diminish or affect (i) any of Contractor's obligations under applicable law or this Agreement, or (ii) Contractor's status as an independent contractor.

4. Contractor and its employees, agents, subcontractors and suppliers shall not speed or otherwise operate their automobiles in a dangerous or offensive manner within the Lennar Community, and shall otherwise comply with all traffic laws, ordinances, rules or regulations. The speed limit within the Lennar Community is 5 MPH.

5. No vehicles may be parked on finished lots, finished driveways, or in garages. No vehicles may be left on the job site overnight.

6. Lennar will provide portable toilet facilities for the use of Contractor's employees. Use of bathroom facilities in model or production homes is prohibited.

7. No eating, drinking or smoking is permitted at any job site at any time. Shoes must be removed prior to entering any carpeted home.

8. Contractor's personnel shall not set tools, machinery, materials, or trash on any countertops, bathtubs, vinyl or ceramic areas.

9. Contractor shall not perform any additional work for any of Lennar's homebuyers or prospective homebuyers without prior written approval from an officer of Lennar at the office address listed in this Agreement. Non-approved work will be removed or replaced at Contractor's expense. Continued violation of this rule may result in the termination of this Agreement.

10. Neither Contractor nor any Subcontractor shall, without specific prior written authorization of Lennar's Regional President, give or receive any commission, fee, rebate, gift, loan or anything else of value to (a) any person or entity, including without limitation any agent or employee of a governmental authority, in connection with or as a result of Contractor's Work provided hereunder, to influence any decision or gain any other advantage for Lennar or Contractor, or (b) any agent or employee of Lennar. Neither Contractor nor any Subcontractor shall, without prior written authorization of Lennar's Regional President, enter into any business arrangement with any agent or employee of Lennar, or any affiliate of any agent or employee of Lennar. No agent or employee of Lennar is authorized to engage in any employment or enter into any contract or agreement that conflicts with Contractor's obligations under this Agreement. Contractor shall immediately notify the Lennar Legal Department in Miami, Florida, if any agent or employee of Lennar requests or suggests that Contractor provide anything of value in violation of this Paragraph, or should Contractor believe or have reason to believe that an agent or employee of Lennar expects to receive, directly or indirectly, anything of value.

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SCHEDULE E – COST PLUS A FEE WITH A GUARANTEED MAXIMUM PRICE

The following terms and conditions shall apply only if Lennar and Contractor have agreed that Contractor's Work will be done as a Cost Plus a Fee with a Guaranteed Maximum Price. In such event, Lennar and Contractor agree as follows:

1. The sum of the Cost of the Work (see Section 2 below) plus the Contractor's Fee (see Schedule A) is guaranteed by Contractor to not exceed the Guaranteed Maximum Price ("GMP") set forth in Schedule A, subject to additions or deletions by Change Order executed between Lennar and Contractor. Contractor remains obligated to complete its Work, even if the costs in doing so would be greater than the GMP.

2. The term "Cost of the Work" shall mean costs necessarily incurred by Contractor in the proper performance of the Work, and shall not be higher than the standard paid at the place of the Project. The Cost of the Work shall only include the items set forth in this paragraph 2.

   a. Labor Costs:
      i. Wages of Contractor's workers directly employed at the Project site.
      ii. Wages or salaries of Contractor's supervisory personnel (a) working at the Project site and with Lennar's approval, and (b) when engaged elsewhere in expediting the production of transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.
      iii. Costs paid or incurred by the Contractor for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Section 2.a.i and 2.a.ii above.

   b. Subcontract Cost: Payments made by Contractor to its subcontractors in accordance with the requirements of the subcontracts.

   c. Costs of Materials/Equipment Incorporated into The Work: Costs, including transportation and storage, of (a) materials or equipment incorporated or to be incorporated into the completion construction, and (b) reasonable waste and spoilage of such materials or equipment. All salvage value shall inure to Lennar's benefit and shall be a deduction from the Cost of the Work.

   d. Costs of Other Materials/Equipment/Temporary Facilities/Related Items
      i. Costs, including transportation and storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers. All salvage value shall inure to Lennar's benefit and shall be a deduction from the Cost of the Work.
      ii. Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers. Rental rates shall be reasonable and subject to Lennar's prior approval.
      iii. Costs of debris removal from site.
      iv. Costs of copying, facsimiles, long-distance telephone calls, postage, and telephone service at the Project site.
      v. Reasonable expenses of Contractor's personnel when traveling in discharge of Contractor's duties under this Agreement.
      vi. Costs of materials or equipment stored offsite and subject to Lennar's prior approval.

   e. Miscellaneous
      i. The portion of insurance and bonds directly attributable to the Work.
      ii. Sales, use or similar taxes imposed by a governmental authority and directly attributable to the Work.
      iii. Fees and assessments for all required building permits, licenses (excluding any Contractor's License) and inspections.
      iv. Laboratory tests (excluding any tests of defective or nonconforming Work).
      v. Royalties and license fees paid for using a design, process or patent that was required by Lennar; the cost of defending suits or claims for patent infringement for such designs, processes or patents, and costs of any settlement or judgment arising from such suit or claim.
      vi. Data processing costs directly related to the Work.
      vii. Other costs incurred in the performance of the Work if approved in writing by Lennar prior to the cost being incurred.
      viii. Costs due to emergencies incurred by Contractor in preventing damage, injury or loss to the Project or persons working at the Project site.

3. The term "Cost of the Work" shall not include the following costs and shall not be reimbursed by Lennar:
   a. Unless otherwise provided in Section 2.a.ii, salaries or other compensation of any personnel stationed at offices other than the Project site.
   b. Costs associated with Contractor's principal office or other offices other than the Project site.
   c. Overhead and general expenses, except as specifically included in Section 2.
   d. Rental costs of machinery or equipment, except as specifically included in Section 2.
   e. Any costs incurred because of the negligence or failure of either Contractor or anyone acting by, through or under Contractor to perform any obligation in this Agreement or as otherwise required by law.
   f. Any costs of any type or nature which would cause the GMP to be exceeded.

4. Applications for Payment.
   a. In addition to other requirements and conditions of payment set forth in this Agreement, Contractor submit with each application for payment documentation which establishes the Cost of the Work incurred by Contractor for the payment period, including without limitation, payroll records, invoices, receipts, checks, vouchers, payment applications from Contractor's subcontractors or suppliers, purchase orders, and other records or documentation.
   b. Each application for payment shall be based on the most recent schedule of values for such other measurement as is mutually agreed to by Lennar and Contractor) submitted by Contractor pursuant to this Agreement. The schedule of values shall allocate the entire GMP among the various portions of the Work, with Contractor's Fee shown as a separate line item. The schedule of values may be rejected by Lennar if Contractor fails to provide data to substantiate its accuracy. The schedule of values shall be utilized as the basis for payments to Contractor. Each application for payment shall show the percentage completion of each portion of the Work. If not rejected by Lennar, Contractor's proposed percentage completion, Contractor shall revise its application for payment or document in accordance with Lennar's requirements.
   c. Subject to the other provisions of this Agreement, the amount of each progress payment shall be computed as follows:
      i. That portion of the GMP properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the GMP allocated to that portion of the approved schedule of values;
      ii. Add that portion of the GMP properly allocable to materials and equipment delivered and suitably stored at the Project site for ultimate incorporation into the Work;
      iii. Add, if approved in writing by Lennar, add that portion of the GMP allocable to [illegible]

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stored off the Project site;

iv. Add the Contractor's Fee earned to date (based on a percentage of the Cost of the Work incurred to date bears to the GMAX);

v. Subtract the retainage amount, if any;

vi. Subtract the total of all previous payments made to Contractor; and

vii. Subtract amounts for (i) erroneous or unsubstantiated costs identified from early applications for payment, or (ii) other previous payments or portions of payments that should not have been made under the terms of this Agreement.

6. Accounting Records. Contractor shall keep complete and detailed records and documentation to account for all Costs of the Work. Contractor's accounting and control systems shall be to Lennar's satisfaction. Lennar and Lennar's accountants may, at any time, inspect or audit the Contractor's records and documentation, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to Contractor's Work. Contractor shall keep all of the foregoing and make same available for inspection at no cost to Lennar for a period of three (3) years after final payment or such other longer period as is required by law.

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Scope of Work Contractor
Schedule A to Contractor Base Agreement

General

- Contractor/supplier shall provide a 24-hour emergency service 7 days a week.
- Contractor/supplier shall respond to emergencies within four hours of initial call via phone. All repair work is to be completed within twenty-four hours of the initial call.
- The following job site rules must be adhered to by the contractor/supplier:
  - No vehicles permitted on driveways, flatwork, or in garages.
  - No parking in alleys.
  - No eating, smoking, or loud music inside any home.
  - All trash to be placed in designated area. Area to be kept clean. Homes swept clean.
  - No appliances or toilet facilities are to be used inside the homes.
  - Work is only allowed when the Construction Manager is in the community.

  A fine of $50.00 for the first offense and $100.00 for the second offense will be charged for violation of any of these rules. These fines will be collected by way of back charge from the contractor/supplier's check. Further violations will be subject to further fines and/or dismissal of contractor/supplier.
- No alcoholic or controlled substances in the community. A fine of $100.00 for the first offense will be charged for violation of this rule. This fine will be collected by way of back charge from the contractor/supplier's check. Any further violation of this rule will be subject to dismissal of contractor/supplier.
- It is the responsibility of your company to obey and observe safety regulations as set forth by O.S.H.A. while performing work for Lennar Homes. Any fines levied due to non-compliance of O.S.H.A. regulations by contractor/supplier or contractor/supplier's agents will be the sole responsibility of the contractor/supplier and will be charged back to the contractor/supplier accordingly. Lennar Homes will also impose fines for safety violations. The amount of these fines will vary on the violations and the number of offenses.
- There will be no partial payment for incomplete work.
- Contractor is required to have a current Contractor Base Agreement, Schedule A, Schedule B and Schedule C to the Contractor Base Agreement on file prior to starting any work.

Contractor/Supplier Signature

6-21-07
Date

12/29/05

ADDENDUM "A"
TO SUBCONTRACTOR BASE AGREEMENT
STORM WATER COMPLIANCE

The provisions of this Addendum are hereby incorporated into the Subcontractor Base Agreement dated 6-26-07 **by and between Lennar Carolinas, LLC. ("Contractor") and** DVS Inc. **("Subcontractor").**

Subcontractor shall comply with Contractor's Storm Water Pollution Prevention Plan ("SWPPP"), applicable storm water permit ("Permit"), and Contractor's Storm Water Compliance Guidelines ("Guidelines"). Subcontractor shall implement the Best Management Practices ("BMPs"), set forth in the SWPPP, for any work that it performs on the job site. A copy of the SWPPP, Guidelines and Permit are available at the construction office. Contractor shall be entitled to recover from Subcontractor all fines, fees, expenses and other penalties assessed by any governmental body due to Subcontractor's violation of the Permit or its obligations herein. SUBCONTRACTOR HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS CONTRACTOR FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, ATTORNEYS' FEES, EXPENSES, OR LIAILITIES OF ANY TYPE OR NATURE, INCLUDING WITHOUT LIMITATION, ANY AND ALL FINES OR OTHER PENALTIES, CIVIL OR CRIMINAL, ARISING OUT OF ANY VIOLATION OF THE PERMIT OR ANY OF SUBCONTRACTOR'S OBLIGATIONS HEREIN, CAUSED IN WHOLE OR IN PART, BY THE WRONGFUL ACTS OR OMISSIONS OF SUBCONTRACTOR, OR OTHERWISE CAUSED IN WHOLE OR IN PART BY SUBCONTRACTOR'S FAILURE TO COMPY WITH THE OBLIGATIONS IN THIS PARAGRAPH. Subcontractor acknowledges that failure to adhere to the requirements of the SWPPP, Guidelines or Permit constitutes a material default of its contractual obligations herein, and Contractor may, without prejudice to any other right or remedy, remove Subcontractor from the job site, terminate this Contract, and retain a separate subcontractor to complete Subcontractor's obligations in this contract (the "Completion Subcontractor"). In the event of termination, subcontractor shall be entitled to receive no further monies unless and until the Subcontractor's scope of work is completed by the Completion Subcontractor.

CONTRACTOR: LENNAR CAROLINAS, LLC.		SUBCONTRACTOR: DVS Inc.	
By:	[signature]	By:	[signature]
Name:	Teresa B Ende	Name:	Douglas E. Causey
Title:	DOP	Title:	President
Date:	6-28-07	Date:	6-26-07

12/29/04

ADDENDUM "B"
TO SUBCONTRACTOR BASE AGREEMENT
Customer Appreciation Gifts or Events

The provisions of this Addendum are hereby incorporated into the Subcontractor Base Agreement dated _____ by and between Lennar Carolinas, LLC. ("Contractor") and _____ ("Subcontractor").

Because Lennar appreciates the efforts of its subcontractors and their employees, Lennar periodically gives its subcontractors and subcontractors' employees' customary and nominal tokens of its appreciation, such as, without limitation, logo and non-logo apparel, rounds of golf, spa days, meals, materials and other "customer appreciation" gifts or outings. Subcontractor acknowledges and agrees that Lennar's giving such tokens of appreciation to Subcontractor or Subcontractor's employees is customary in the industry and does not constitute an attempt to improperly influence Subcontractor or Subcontractor's employees and does not and will not give rise to any claims for civil or criminal misconduct. Lennar fully understands that as a consequence of accepting and tokens of appreciation from Lennar, Subcontractor or Subcontractor's employees will be under no obligation to Lennar other than those contained in this Subcontract Agreement. In order to ensure that Subcontractor is aware of this practice, Subcontractor expressly agrees that Lennar may, at Lennar's sole discretion, without any obligation on the part of Lennar and without further notice to Subcontractor, provide similar tokens of appreciation to Subcontractor or Subcontractor's employees without the need to obtain additional written or verbal consent from Subcontractor.

CONTRACTOR: LENNAR CAROLINAS, LLC.	SUBCONTRACTOR: DVS Inc.
By:	By:
Name: Teresa B Eidt	Name: Douglas E. Curry
Title: DOP	Title: President
Date: 6/28/07	Date: 6-26-07

12/29/04

ADDENDUM "D"
TO SUBCONTRACTOR BASE AGREEMENT
No Gifts

The provisions of this Addendum are hereby incorporated into the Subcontractor Base Agreement dated 6-26-07 **by and between Lennar Carolinas, LLC. ("Contractor") and** DVS Inc **("Subcontractor").**

Neither Subcontractor nor any partner, director, employee, or agent of Subcontractor shall, without specific written authorization of Contractor, give or receive from any commission, fee, rebate, gift or loan of significant cost or value to any person or entity in connection with or as a result of Subcontractor's Work provided hereunder (excluding Gifts from Contractor pursuant to Addendum "B" to Subcontractor Base Agreement), including, without limitation, to any officer or employee of any government, department, agency or instrumentality, to influence any decision, or to gain any other advantage for Contractor or Subcontractor. Subcontractor shall not (a) enter into any business arrangement with any partner or employee of Contractor, or any affiliate of same other than one acting in a capacity as a representative of Contractor or such affiliate in accordance with this Agreement and with the prior written approval of Contractor or (b) engage in any employment or enter into any contract or agreement that conflicts with Subcontractor's obligations under this Agreement. In the event of a violation of this Addendum "D" to Subcontractor Base Agreement, Subcontractor shall pay to Contractor any and all amounts received by Subcontractor or any other individual or entity described above, however, such payment shall not limit, or operate as a waiver of, any other legal or equitable rights which Contractor may have against Subcontractor at law, in equity, or under this Agreement. Due to the nature of this transaction and the potential exposure to various forms of fines, penalties, sanctions and other damages to Contractor's business and reputation, all of which are, at the date of executing this Agreement, impractical and extremely difficult to ascertain in advance, Contractor and Subcontractor agree that if Contractor terminates this Agreement due to the breach of this Addendum "D" to Subcontractor Base Agreement; then, as the a monetary remedy for such breach and at Contractor's election and, as liquidated damages and not as a penalty, Subcontractor agrees that Subcontractor shall not be paid any amounts billed but unpaid for Subcontractor's compensation for Work completed prior to the Termination Date. This provision shall not be construed as a waiver of Contractor's right to obtain temporary or permanent injunctive relief for any breach or threatened breach by Subcontractor of this Subcontractor Base Agreement. In addition to the remedies available under Addendum "D" to Subcontractor Base Agreement, and at Contractor's election, Contractor shall also be entitled to all available remedies in law or in equity for breach of this Subcontractor Base Agreement, including, but not limited to rescission, actual and/or consequential damages.

CONTRACTOR: LENNAR CAROLINAS, LLC.	SUBCONTRACTOR:
	DVS Inc
By:	By:
Name: Teresa B Eade	Name: Douglas E. Curry
Title: TOP	Title: President
Date: 6-28-07	Date: 6-26-07

ADDENDUM "E"
TO SUBCONTRACTOR BASE AGREEMENT
Immigration

The provisions of this Addendum are hereby incorporated into the Subcontractor Base Agreement dated 6-26-07 by and between Lennar Carolinas, LLC. ("Contractor") and DVS Inc ("Subcontractor").

Subcontractor specifically warrants and agrees it (i) shall not knowingly hire or continue to employ aliens not authorized to work in the United States, (ii) has and shall continue to verify the employment documentation specified in the Immigration Act, and (iii) has and shall properly complete and retain the Immigration and Naturalization Service's Form I-9 for all its employees covered by the Immigration Act. Subcontractor agrees to defend, indemnify and hold Contractor free and harmless from and against any claims or charges asserted or filed against and any judgments, fines, penalties and assessments entered against Contractor arising from or as the result of the employment or engagement of any person inconsistent with the forgoing promises or the laws of the United States. In addition, should Subcontractor fail to comply with this Addendum, Contractor shall have the right to rescind this Agreement and/or declare Subcontractor in default under this Agreement and as a result Contractor will be entitled to all direct, indirect, consequential, impact, or other costs, expenses, or damages, included but not limited to costs, loss of organization, lost profits, or attorneys' fees arising out of or as a result of Subcontractor's breach of this Section. Furthermore, at Contractor's sole discretion and as a monetary remedy for such breach, Contractor may, as liquidated damages and not as a penalty, withhold all or any portion of payments owed to Subcontractor for any work completed but unpaid prior to Subcontractor's breach.

CONTRACTOR: LENNAR CAROLINAS, LLC.	SUBCONTRACTOR: DVS Inc.
By:	By:
Name: Teresa B Eiole	Name: Douglas E. Curry
Title: DOP	Title: President
Date: 6-28-07	Date: 6-26-07

Lennar Carolinas, LLC.
Acknowledgement of Independent Contractor Status

The undersigned has contracted on a temporary non-exclusive basis to provide services for the benefit of LENNAR CAROLINAS, LLC. The undersigned acknowledges, agrees and understands that it is an independent contractor and not an employee of LENNAR CAROLINAS, LLC. The undersigned will provide or purchase at its own expense all equipment necessary to perform the required services. The undersigned agrees not to represent to customers of LENNAR CAROLINAS, LLC. that it is an employee of LENNAR CAROLINAS, LLC. LENNAR CAROLINAS, LLC. will not withhold any sums from payments to the undersigned for payment of any state or federal income taxes. The undersigned acknowledges and agrees that it is not entitled to coverage under LENNAR CAROLINAS, LLC.'s Workers' Compensation Insurance policy, and the undersigned acknowledges and agrees to maintain Workers' Compensation Insurance for all its employees. The undersigned agrees that it will be solely responsible and liable for payment of any state or federal income taxes. The undersigned is also solely responsible for any medical or death benefits which it may wish to maintain. In the event that you are uninsured, contractor hereby acknowledges that it is not covered under LENNAR CAROLINAS, LLC.'s general liability insurance.

Signed

Douglas E. Curry
Printed Name

DVS Inc
Company Name

779 St. James Ave.
Address

Goose Creek 29445
City, State, Zip Code

571021176
Social Security Number or Federal ID#

6-26-07
Date

12/29/05

Initials: _____ Trade Partner _____ Lennar

LENNAR

Schedule A
Scope of Work for
DUPONT TYVEK HOMEWRAP
(AFTER WINDOW & DOOR INSTALL) INSTALLATION

Subcontractor or supplier, (hereinafter referred to as trade partner), will adhere to all City, County, State, and Federal building codes, regulations, and licensing in all areas work is to be performed as it pertains to trade partner's classification. Trade partner is to follow and comply with all OSHA requirements.

The scope of work specifically includes but is not limited to the following items of work. All of the following, unless noted otherwise, includes labor, materials, and all applicable taxes.

Trade partner is required to provide an itemized material take-off; therefore, any items necessary to complete the work, but not shown nor implied on the drawings or in the specifications, but necessary to complete the systems depicted in order to meet all codes, shall be included in this contract. Included with this contract is all work shown on the Plans and Specifications as listed in the Community Product Specification Sheets. This Schedule A will become part of the contract if awarded. Scope of Work under this contract includes, but is not necessarily limited to the following:

GENERAL REQUIREMENTS

1. Trade partner will provide any documents required to comply with OSHA Material Safety Data Sheets, (MSDS) relating to any materials used on the job site.
2. Trade partner agrees that he is acquainted with and will instruct his employees on the Construction Safety Requirements of the Occupational Safety and Health Act of 1970 and all current requirements pertaining to OSHA will be adhered as it pertains to trade partner's classification. Trade partner is required to furnish Lennar Carolinas, LLC with a written copy of trade partner's safety program. Further, he agrees that his employees or trade partners will comply with the provisions of these acts and that he will be financially liable for any fines imposed on Lennar Carolinas, LLC for violations of these provisions on account of unsafe acts by his employees. The same conditions will apply to work sublet by the said trade partner, its agents, and material men.
3. Comply with Lennar standards outlined herein, manufacturers and industry standards as it applies to installation and finishing specifications. In the event of a conflict, the most stringent standards will control.
4. All work will be performed in accordance to Lennar Carolinas, LLC plans, specifications, design standards and home releases. No changes will be allowed without written consent and signed authorization from a Lennar Superintendent on a Lennar Change Order or Purchase Order.
5. No work will be performed over previous trade partner work that is of inferior quality, incorrectly built or at a variance to Lennar Carolinas, LLC plans. Immediately notify a Lennar Superintendent of any such occurrences.
6. Supply all tools, materials, labor, and equipment as required to perform related work. Trade partner shall supply all equipment (i.e. forklifts, cranes, ladders, scaffolding), if required, for this trade partner's portions of work only; temporary power and cords from site panels, all power and hand tools as required, compressors, etc., including generators as needed.
7. The trade partner understands and agrees that work must be completed per Lennar Carolinas, LLC schedule. No substitution of materials shall be allowed. Trade partner is required to contact the Lennar Superintendent and Lennar Carolinas, LLC purchasing department immediately if any delay and/or product should become unavailable.
8. All materials shall be new materials of guaranteed quality. Trade partner is required to provide all fasteners (nails, staples, button caps, etc) required to assemble the materials in accordance to the best practices of industry standards and adhere to all local, national codes, and/or governing codes and requirements.
9. The trade partner agrees to provide competent supervision at all times. The trade partner will check the quality and quantities of materials and quality of workmanship. The trade partner shall ensure that the work environment is kept clean and free from hazards. Excess materials from each house shall be removed from the site, stored at a Lennar approved location, or stacked neatly in garage.
10. The house must pass all inspections pertaining to the installation provided by trade partner to turn in retainer. Any corrections required by inspectors will be at the expense of the trade partner. Any items found during the final inspection that need correction shall be corrected before payment is made.
11. Trade partner will be required to repair any damages to his work not of his doing and will be paid at a fair and predetermined rate.
12. Trade partner will be required to repair any deficiencies or inferior quality work at his own expense. Trade partner will be required to pay for any damages to existing work if it is determined that said trade partner and/or his employees were the cause of such damage.
13. Warrant materials and labor according to Lennar Carolinas, LLC specifications.

Initials: _____ _____
Trade Partner Lennar

14. Lennar Carolinas, LLC reserves the right to modify the specifications at any time. In the event that this occurs, the trade partner will be notified prior to said change.
15. All streets and flatwork will be broom-swept by trade partner responsible for mud, or other surface staining caused by their vehicle and/or equipment. If streets and flatwork are heavily stained or soiled, trade partner will responsible for the cost incurred by Lennar Carolinas, LLC for a wash truck and/or pressure washing of the surface areas at the Lennar Superintendent's discretion. The back-charge for stained/soiled areas caused by the trade partner will be $300.00 per incident.
16. Upon completion of work, trade partner is responsible for leaving home clean (broom-swept). If home is not left broom-swept, a $100.00 fee will be back-charged to trade partner.
17. NO SMOKING ON THE JOBSITES.

SPECIFIC REQUIREMENTS

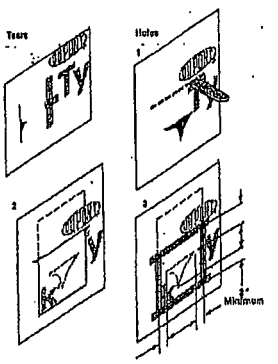
1. Purchase orders will be received by the trade partner via Supply Pro.
2. Lennar Carolinas, LLC will supply Tyvek Homewrap and Tyvek Tape for installation of homewrap. Trade partner installing homewrap will supply Simplex brand cap nails, 1" crown staples with Simplex brand cap, or cap and staple system approved by manufacturer. Tyvek homewrap will be installed after all exterior sheathing is complete, garage door jambs are in place, after window and door installation, and after window and door flashing is complete.
3. The homewrap must be installed with proper overlap shingling, creating a drainage plane to the exterior continuously from the top of the home to the bottom of the home.
4. Installation is to begin at the bottom of the home to ensure the proper overlap shingling occurs throughout the installation.
5. Unwrap roll at outside corner (starting point) leaving a minimum six (6") inch vertical overlap. Roll must be plumb. Align the homewrap so as the stud marks printed on the homewrap by the manufacturer align with first stud in wall framing. Bottom roll edge shall be installed flush with bottom edge of exterior wall sheathing at sill plate. No exterior wall sheathing (OSB) will be visible after installation of homewrap.
6. All vertical seams shall be overlapped a minimum of six (6") inches, twelve (12") inches maximum. All vertical seams shall be taped with two (2") inch Tyvek tape.
7. All horizontal seams shall be overlapped a minimum six (6") inches, with the layer above overlapping the layer below per shingling requirement. All horizontal seams shall be taped with two (2") Tyvek tape (except where specified in this scope).
8. Homewrap shall be secured with cap nails every sixteen (16") inches on center per stud marks printed on the homewrap material by the manufacturer. Stud marks are printed at eight (8") inch intervals; nail at every other stud mark. On inside corners ensure homewrap is tight to sheathing. Use a board to hold homewrap tight while securing.
9. Rectangular, round, and arched window openings and doors shall be cut along edge to expose window and doors and apron (at flanges). DO NOT CUT THROUGH FLASHING MATERIAL OR APRON.
10. Tape all vertical seams of homewrap to flashing completely with 2" Tyvek tape. Tape all homewrap at headers (rectangular, round, and arched) by "skip" taping (using pieces of tape) to attach homewrap, allowing a 1" - 2" gap between each piece of Tyvek 2" tape. The "skip" taping method is the preferred method of Lennar Carolinas, LLC window manufacturer, and allows drainage for any water that may get behind the homewrap to drain out of the wall system.
11. Ensure the homewrap apron is properly overlapping the materials and/or homewrap that has been installed after the apron.
12. At all wall/roof intersections, the homewrap shall be cut the full distance of the intersection line; and the homewrap shall not be secured within a minimum of eight (8") inches from the edge of the intersection. This will allow roofers to install flashing and then pull down and secure homewrap down over the flashing.
13. Any cuts or tears in the homewrap material during installation shall be covered with two (2") inch Tyvek tape. Larger holes (greater than 1") will require you to cut a piece of scrap homewrap to cover the hole. If you need to cover a large hole, make a two (2") inch cut above the hole. Ensure the new piece of homewrap (that will cover the hole) is cut at least two inches longer vertically than the hole you need to cover, and extending a minimum of two inches horizontally on each side of the hole. Tuck the cut piece of homewrap underneath the tear area, through the cut above the hole and overlapping the tear (for proper shingling). Tape along the perimeter by starting at the bottom of the new homewrap piece that covers the tear, shingling upper tape over lower tape. (See Figure 1)
14. Garage door jambs shall be wrapped as follows:
    a. Homewrap shall be wrapped tight (use 1x4) to the inside corners formed by the side jambs and wall sheathing. Homewrap shall be cut to allow it to be pulled into the rough opening across the 2x6 jamb material. It will be secured and excess homewrap trimmed.
    b. Homewrap at the head jamb will be held tight and shall be cut to extend only to the outer bottom edge of the 2x6 jamb material. Homewrap at the garage door head jamb shall be cut neatly and left unsecured (never wrap into the rough opening).

SPECIAL CONSIDERATIONS

In areas where Tyvek DrainWrap is required by code, it shall be installed with drainage grooves vertical, going up and down.

Initials: _____ _____
Trade Partner Lennar

Figure 1.



WARRANTY SERVICE

1. Lennar Carolinas, LLC places high importance on warranty service.
2. Trade partner will provide phone number and contact response for emergency service.
3. Emergency service response and completion to these requests will not exceed 72 hours after notification.
4. Trade partner agrees to one (1) year material and labor warranty, from date of closing on the home. This warranty includes but is not limited to: defect in workmanship, improper installation, and/or defective new materials supplied by trade partner to fasten or assemble materials provided by Lennar Carolinas, LLC.
5. If trade partner performs work over previous trade partner work that is of inferior quality, incorrectly built, or at a variance to Lennar Carolinas, LLC plans; trade partner that worked over the inferiority/incorrectly built/variance, will be financially liable for costs incurred to correct and reinstall all material and labor specific to his original installation.
6. Trade partner shall be responsible for all customer service/walk through items pertaining to this contract. Failure to comply with customer service or walk through request within (3) days of notification will result in Lennar Carolinas, LLC, finishing the work and back-charging the costs to trade partner. The trade partner shall have 24 hours (in an emergency) and 3 days (in a non-emergency) in which to correct any Warranty problem. If the problem is not corrected within 3 days then Lennar Carolinas, LLC shall correct the problem and will back-charge the trade partner at the rate of $25.00 per hour, with a minimum charge of $100.00 plus the cost of any materials.

Trade partner shall remain responsible for daily clean up and removal of debris and trash from his respective work area to a designated area by the Project Manager. If for any reason trade partner fails to perform daily clean up, contractor may elect to perform necessary clean up and deduct sufficient monies to cover the cost from monies due the trade partner.

Prior to commencement of work on site, trade partner shall submit to contractor a Certificate of Insurance demonstrating coverage for Workman's Compensation and General Liability as required by Lennar Carolinas, LLC.

The scope of work defined above shall be considered as an integral part of the subcontract agreement referenced to above. Lennar Carolinas, LLC reserves the right to modify and/or amend the above scope of work anytime. Any changes to the scope of work must be approved in writing (adjusting purchase order) prior to work being performed.

Initials: _____ _____
Trade Partner Lennar

This Scope of Work executed this 26 day of June, 2020.

Trade Partner: DVS Inc. 843-851-0109
Company Name Phone Number

779 St James Ave.
Address

Goose Creek S.C. 29445
City, State, and Zip Code

By: Douglas E. Curry President
Print Name Title

Douglas E. Curry
Signature

Contractor: Lennar Carolinas, LLC

By: _____ Director of Purchasing
Title

Initials: _____ _____
Trade Partner Lennar

LENNAR

Schedule A
Scope of Work for
SIDING AND CORNICE LABOR

Subcontractor or supplier, (hereinafter referred to as trade partner), will adhere to all City, County, State and Federal building codes, regulations, and licensing in all areas work is to be performed as it pertains to trade partner's classification. Trade partner is required to follow and comply with all OSHA requirements.

The scope of work specifically includes but is not limited to the following items of work. All of the following, unless noted otherwise, includes labor, materials and all applicable taxes.

Trade partner is required to provide an itemized material take-off; therefore, any items necessary to complete the work, but not shown nor implied on the drawings or in the specifications, but necessary to complete the systems depicted in order to meet all codes, shall be included in this contract. Included with this contract is all work shown on the Plans and Specifications as listed in the Community Product Specification Sheets. This Schedule A will become part of the contract if awarded. Scope of Work under this contract includes, but is not necessarily limited to the following:

GENERAL REQUIREMENTS

1. Trade partner will provide any documents required to comply with OSHA Material Safety Data Sheets, (MSDS) relating to any materials used on the job site.
2. Trade partner agrees that he is acquainted with and will instruct his employees on the Construction Safety Requirements of the Occupational Safety and Health Act of 1970 and all current requirements pertaining to OSHA will be adhered as it pertains to trade partner's classification. Trade partner is required to furnish Lennar Carolinas, LLC with a written copy of trade partner's safety program. Further, he agrees that his employees or trade partners will comply with the provisions of these acts and that he will be financially liable for any fines imposed on Lennar for violations of these provisions on account of unsafe acts by his employees. The same conditions will apply to work sublet by the said trade partner, its agents, and material men.
3. Comply with Lennar standards outlined herein, manufacturers and industry standards as it applies to installation and finishing specifications. In the event of a conflict, the most stringent standards will control.
4. All work will be performed in accordance to Lennar Carolinas, LLC plans, specifications, design standards and home releases. No changes will be allowed without written consent and signed authorization from a Lennar Superintendent on a Lennar Change Order or Purchase Order.
5. **No work will be performed over previous trade partner work that is of inferior quality, incorrectly built or at a variance to Lennar Carolinas, LLC plans.** Immediately notify a Lennar Superintendent of any such occurrences.
6. Supply all tools, materials, labor, and equipment as required to perform related work. Trade partner shall supply all equipment (i.e. forklifts, cranes, ladders, scaffolding), if required, for this trade partner's portions of work only; temporary power and cords from site panels, all power and hand tools as required, compressors, etc., including generators as needed.
7. **The trade partner understands and agrees that work must be completed per Lennar Carolinas, LLC schedule.** No substitution of materials shall be allowed. Trade partner is required to contact the Lennar Superintendent and Lennar Carolinas, LLC purchasing department immediately if any delay and/or product should become unavailable.
8. All materials shall be new materials of guaranteed quality. **Trade partner is required to provide all fasteners (nails, staples, button caps, etc) required to assemble the materials in accordance to the best practices of industry standards and adhere to all local, national codes, and/or governing codes and requirements.**
9. The trade partner agrees to provide competent supervision at all times. The trade partner will check the quality and quantities of materials and quality of workmanship. **The trade partner shall ensure that the work environment is kept clean and free from hazards. Excess materials from each house shall be removed from the site, stored at a Lennar approved location, or stacked neatly in garage.**
10. The house must pass all inspections pertaining to the installation provided by trade partner to turn in retainer. **Any corrections required by inspectors will be at the expense of the trade partner. Any items found during the final inspection that need correction shall be corrected before payment is made.**
11. Trade partner will be required to repair any damages to his work not of his doing and will be paid at a fair and predetermined rate.
12. Trade partner will be required to repair any deficiencies or inferior quality work at his own expense. **Trade partner will be required to pay for any damages to existing work if it is determined that said trade partner and/or his employees were the cause of such damage.**
13. Warrant materials and labor according to Lennar Carolinas, LLC specifications.
14. Lennar Carolinas, LLC reserves the right to modify the specifications at any time. In the event that this occurs, the trade partner will be notified prior to said change.

Initials: _____ _____
Trade Partner Lennar

15. Grades, swales, cuts and any and all movement or placement of soils will conform to subdivision grading map and or as instructed or directed by governing engineer or engineer's inspector to establish correct drainage.
16. Protect the streets curb and gutters from any damages. Track loaders or any equipment utilizing tracks for mobilization shall not be placed, unloaded or moved on any streets or asphalt.
17. Lennar Superintendent will be contacted prior to commencement of work to inform of any utility damages. If Lennar Carolinas, LLC is not informed, trade partner could be liable for any damages.
18. Trade partner is responsible for contacting utility companies or utility locating company prior to commencement of work.
19. Trade partner is responsible to determine locations of all other subsurface utility lines and meters, which may be present on homesite. Any damage done by the trade partner will be the responsibility of the partner.
20. Unless noted otherwise, all work to be performed will be based on a per unit basis, according to the subdivision specific conditions.
21. No materials will be stockpiled in the street. Materials delivered or dropped in the street will be moved immediately.
22. All streets and flatwork will be broom-swept by trade partner responsible for mud, or other surface staining caused by their vehicle and/or equipment. If streets and flatwork are heavily stained or soiled, trade partner will responsible for the cost incurred by Lennar Carolinas, LLC for a wash truck and/or pressure washing of the surface areas at the Lennar Superintendent's discretion. The back-charge for stained/soiled areas caused by the trade partner will be $300.00 per incident.
23. Upon completion of work, trade partner is responsible for leaving home clean (broom-swept). If home is not left broom-swept, a $100.00 fee will be back-charged to trade partner.
24. NO SMOKING ON THE JOBSITES.

General: The type of siding used on a home is determined by the price range, subdivision, and options selected by the purchaser.

Material: Concrete siding and vinyl siding are the normal siding used.

Installation: All siding will be installed per the manufacturer's specifications. All vinyl siding will be installed by a trade partner trained and certified in the installation of vinyl siding.

All siding shall be installed by trained, experienced individuals. All siding shall be installed per plan using the fasteners required by the manufacturer. Siding is to be nailed, blind or face, per the manufacturer's installation instructions.

The trade partner is expected to eliminate excess waste of materials.

No siding shall be installed over any area not covered with insulated sheathing/ plywood; over broken or badly damaged board, and/or not properly homewrapped.

Safety: The trade partner shall follow all safety rules in regards to ladders, scaffolding, safety rails, etc. If pump-jack-type scaffolding is used, it must include handrails and toeboards.

SPECIFIC REQUIREMENTS

1. Purchase orders will be received by the trade partner via Supply Pro.
2. The trade partner shall review the plans with the Lennar Superintendent prior to beginning work to ensure that the trade partner is familiar with the work to be done and the materials to be used. Any corrections that have to be made because the trade partner did not review the plans with the Lennar Superintendent shall be corrected at the expense of the trade partner.
3. The trade partner and the Lennar Superintendent must walk the job together prior to start of work.
4. All siding shall be installed per the manufacturer's installation instructions using the fasteners and fastening procedures required by the manufacturer.
5. All siding shall be level and straight with a maximum of 1/4 inch off parallel in 20 feet with contiguous courses.
6. End gaps wider than 3/16 inch are unacceptable in hardboard or concrete siding.
7. All siding shall be secured to solid framing.
8. All siding shall be installed over insulated sheathing or plywood. Siding may not be installed in any area missing sheathing, over any broken or badly damaged sheathing, or improperly homewrapped. Sheathing that is broken must be repaired or replaced. Homewrap that is installed incorrectly or damaged must be repaired or replaced prior to beginning of siding installation.
9. Any siding board that is cracked, split, or broken during installation must be removed and replaced. No broken, split, or cracked siding boards shall be on the home at the completion of the job.
10. Siding waves in vinyl siding of more than 1/4 inch in 16 inches is unacceptable.
11. Bows in hardboard or concrete siding of more than 1/2 inch in 32 inches are unacceptable.
12. Aluminum drip cap flashing shall be installed at the top of all openings. Additional flashing shall be installed as required.
13. Fascia, rake boards, and soffit material should not be installed if split, broken, gouged, or nicked; or if it contains large knots, holes, or is badly machined (cull material).

Initials: _____ _____
Trade Partner Lennar

14. All exterior trim shall be installed per plan, including any porch columns and railings. Exterior trim should not be installed if split, broken, or gouged, or if it contains large knots or holes. No exterior trim of poor appearance shall be used. Splits wider than 1/8 inch are unacceptable. Bows and twists exceeding 3/8 of an inch in 8 feet are unacceptable.
15. Joints between exterior trim elements shall not result in joints opened wider than 1/4 inch. In all cases, the exterior trim shall perform its function of excluding the elements.
16. Exterior trim shall be tightly secured to framing members and shall be straight, level, and plumb.
17. All inside and outside corners and window and door openings shall be trimmed out per plan.
18. Garage door jambs shall be completed to the size of the garage door as shown on the plans. Corners shall be completed per plans.
19. Garage door jambs shall be square, level, plumb, straight, and of treated material per code requirements.
20. Caulk around all verticals, windows, phones, cable, gas lines, and doors.
21. Any holes, nicks, gouges, etc., in siding shall be repaired before job is considered complete.
22. Unacceptable pieces of siding shall be replaced before the job is considered complete.
23. At the end of every day, all construction debris will be removed and placed in the nearest trash receptacle. The jobsite is to be left clean daily.
24. Any items found during the inspection that need correction shall be corrected before payment will be made.

WARRANTY SERVICE

1. Lennar Carolinas, LLC places high importance on warranty service.
2. Trade partner will provide phone number and contact response for emergency service.
3. Emergency service response and completion to these requests will not exceed 72 hours after notification.
4. Trade partner agrees to one (1) year material and labor warranty, from date of closing on the home. This warranty includes but is not limited to: defect in workmanship, improper installation, and/or defective new materials supplied by trade partner to fasten or assemble materials provided by Lennar Carolinas, LLC.
5. If trade partner performs work over previous trade partner work that is of inferior quality, incorrectly built, or at a variance to Lennar Carolinas, LLC plans; trade partner that worked over the inferiority/incorrectly built/variance, will be financially liable for costs incurred to correct and reinstall all material and labor specific to his original installation.
6. Trade partner shall be responsible for all customer service/walk through items pertaining to this contract. Failure to comply with customer service or walk through request within (3) days of notification will result in Lennar Carolinas, LLC, finishing the work and back-charging the costs to trade partner. The trade partner shall have 24 hours (in an emergency) and 3 days (in a non-emergency) in which to correct any Warranty problem. If the problem is not corrected within 3 days then Lennar Carolinas, LLC shall correct the problem and will back-charge the trade partner at the rate of $25.00 per hour, with a minimum charge of $100.00 plus the cost of any materials.

Trade partner shall remain responsible for daily clean up and removal of debris and trash from his respective work area to a designated area by the Project Manager. If for any reason trade partner fails to perform daily clean up, contractor may elect to perform necessary clean up and deduct sufficient monies to cover the cost from monies due the trade partner.

Prior to commencement of work on site, trade partner shall submit to contractor a Certificate of Insurance demonstrating coverage for Workman's Compensation and General Liability as required by Lennar Carolinas, LLC.

The scope of work defined above shall be considered as an integral part of the subcontract agreement referenced to above. Lennar Carolinas, LLC reserves the right to modify and/or amend the above scope of work anytime. Any changes to the scope of work must be approved in writing (adjusting purchase order) prior to work being performed.

This Scope of Work executed this 26 day of June, 2007

Trade Partner: DVS Inc. (Company Name) 843-851-0109 (Phone Number)

779 St. James Ave. (Address)

Goose Creek S.C. 29445 (City, State, and Zip Code)

By: Douglas E. Curry (Print Name) President (Title)

Initials: _____ _____
Trade Partner Lennar

_____
Signature

Contractor: Lennar Carolinas, LLC

By: _____ Director of Purchasing
Title

Initials: _____ Trade Partner _____ Lennar

LENNAR

Schedule A
Scope of Work for
DUPONT TYVEK HOMEWRAP INSTALLATION

Subcontractor or supplier, (hereinafter referred to as trade partner), will adhere to all City, County, State, and Federal building codes, regulations, and licensing in all areas work is to be performed as it pertains to trade partner's classification. Trade partner is to follow and comply with all OSHA requirements.

The scope of work specifically includes but is not limited to the following items of work. All of the following, unless noted otherwise, includes labor, materials, and all applicable taxes.

Trade partner is required to provide an itemized material take-off; therefore, any items necessary to complete the work, but not shown nor implied on the drawings or in the specifications, but necessary to complete the systems depicted in order to meet all codes, shall be included in this contract. Included with this contract is all work shown on the Plans and Specifications as listed in the Community Product Specification Sheets. This Schedule A will become part of the contract if awarded. Scope of Work under this contract includes, but is not necessarily limited to the following:

GENERAL REQUIREMENTS

1. Trade partner will provide any documents required to comply with OSHA Material Safety Data Sheets, (MSDS) relating to any materials used on the job site.
2. Trade partner agrees that he is acquainted with and will instruct his employees on the Construction Safety Requirements of the Occupational Safety and Health Act of 1970 and all current requirements pertaining to OSHA will be adhered as it pertains to trade partner's classification. Trade partner is required to furnish Lennar Carolinas, LLC with a written copy of trade partner's safety program. Further, he agrees that his employees or trade partners will comply with the provisions of these acts and that he will be financially liable for any fines imposed on Lennar Carolinas, LLC for violations of these provisions on account of unsafe acts by his employees. The same conditions will apply to work sublet by the said trade partner, its agents, and material men.
3. Comply with Lennar standards outlined herein, manufacturers and industry standards as it applies to installation and finishing specifications. In the event of a conflict, the most stringent standards will control.
4. All work will be performed in accordance to Lennar Carolinas, LLC plans, specifications, design standards and home releases. No changes will be allowed without written consent and signed authorization from a Lennar Superintendent on a Lennar Change Order or Purchase Order.
5. No work will be performed over previous trade partner work that is of inferior quality, incorrectly built or at a variance to Lennar Carolinas, LLC plans. Immediately notify a Lennar Superintendent of any such occurrences.
6. Supply all tools, materials, labor, and equipment as required to perform related work. Trade partner shall supply all equipment (i.e. forklifts, cranes, ladders, scaffolding), if required, for this trade partner's portions of work only; temporary power and cords from site panels, all power and hand tools as required, compressors, etc., including generators as needed.
7. The trade partner understands and agrees that work must be completed per Lennar Carolinas, LLC schedule. No substitution of materials shall be allowed. Trade partner is required to contact the Lennar Superintendent and Lennar Carolinas, LLC purchasing department immediately if any delay and/or product should become unavailable.
8. All materials shall be new materials of guaranteed quality. Trade partner is required to provide all fasteners (nails, staples, button caps, etc) required to assemble the materials in accordance to the best practices of industry standards and adhere to all local, national codes, and/or governing codes and requirements.
9. The trade partner agrees to provide competent supervision at all times. The trade partner will check the quality and quantities of materials and quality of workmanship. The trade partner shall ensure that the work environment is kept clean and free from hazards. Excess materials from each house shall be removed from the site, stored at a Lennar approved location, or stacked neatly in garage.
10. The house must pass all inspections pertaining to the installation provided by trade partner to turn in retainer. Any corrections required by inspectors will be at the expense of the trade partner. Any items found during the final inspection that need correction shall be corrected before payment is made.
11. Trade partner will be required to repair any damages to his work not of his doing and will be paid at a fair and predetermined rate.
12. Trade partner will be required to repair any deficiencies or inferior quality work at his own expense. Trade partner will be required to pay for any damages to existing work if it is determined that said trade partner and/or his employees were the cause of such damage.
13. Warrant materials and labor according to Lennar Carolinas, LLC specifications.

Initials: _____ _____
Trade Partner Lennar

14. Lennar Carolinas, LLC reserves the right to modify the specifications at any time. In the event that this occurs, the trade partner will be notified prior to said change.
15. All streets and flatwork will be broom-swept by trade partner responsible for mud, or other surface staining caused by their vehicle and/or equipment. If streets and flatwork are heavily stained or soiled, trade partner will responsible for the cost incurred by Lennar Carolinas, LLC for a wash truck and/or pressure washing of the surface areas at the Lennar Superintendent's discretion. The back-charge for stained/soiled areas caused by the trade partner will be $300.00 per incident.
16. Upon completion of work, trade partner is responsible for leaving home clean (broom-swept). If home is not left broom-swept, a $100.00 fee will be back-charged to trade partner.
17. NO SMOKING ON THE JOBSITES.

SPECIFIC REQUIREMENTS

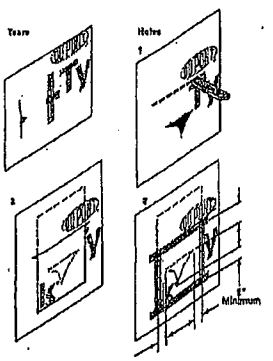
1. Purchase orders will be received by the trade partner via Supply Pro.
2. Lennar Carolinas, LLC will supply Tyvek Homewrap and Tyvek Tape for installation of homewrap. Trade partner installing homewrap will supply Simplex brand cap nails, 1" crown staples with Simplex brand cap, or cap and staple system approved by manufacturer. Tyvek homewrap will be installed after all exterior sheathing is complete and garage door jambs are in place, but prior to window and door installation.
3. The homewrap must be installed with proper overlap shingling, creating a drainage plane to the exterior continuously from the top of the home to the bottom of the home.
4. Installation is to begin at the bottom of the home to ensure the proper overlap shingling occurs throughout the installation.
5. Unwrap roll at outside corner (starting point) leaving a minimum six (6") inch vertical overlap. Roll must be plumb. Align the homewrap so as the stud marks printed on the homewrap by the manufacturer align with first stud in wall framing. Bottom roll edge shall be installed flush with bottom edge of exterior wall sheathing at sill plate. No exterior wall sheathing (OSB) will be visible after installation of homewrap.
6. All vertical seams shall be overlapped a minimum of six (6") inches, twelve (12") inches maximum. All vertical seams shall be taped with two (2") inch Tyvek tape.
7. All horizontal seams shall be overlapped a minimum six (6") inches, with the layer above overlapping the layer below per shingling requirement. All horizontal seams shall be taped with two (2") Tyvek tape (except where specified in this scope).
8. Homewrap shall be secured with cap nails every sixteen (16") inches on center per stud marks printed on the homewrap material by the manufacturer. Stud marks are printed at eight (8") inch intervals; nail at every other stud mark. On inside corners ensure homewrap is tight to sheathing. Use a board to hold homewrap tight while securing.
9. Rectangular window openings and doors shall be cut using an "I-Cut" (Standard I-Cut) in the homewrap. For an "I-Cut" begin with a horizontal cut across the bottom and the top of the window frame (for round top windows, the cut shall begin two (2") inches above the mull joint. From the center cut down the middle. **On all openings, ensure the homewrap is not secured at the head a minimum of eight (8") inches from the edge, in order for the flashing to be installed properly underneath, and homewrap to be pulled over and securely taped over flashing.**
10. On openings, fold side flaps into rough opening, cut excess flaps, and secure (side flaps should cover interior facing framing stud).
11. **At all wall/roof intersections, the homewrap shall be cut the full distance of the intersection line and the homewrap shall not be secured within a minimum of eight (8") inches from the edge of the intersection.** This will allow roofers to install flashing and then pull down and secure homewrap down over the flashing.
12. Any cuts or tears in the homewrap material during installation shall be covered with two (2") inch Tyvek tape. Larger holes (greater than 1") will require you to cut a piece of scrap homewrap to cover the hole. If you need to cover a large hole, make a two (2") inch cut above the hole. Ensure the new piece of homewrap (that will cover the hole) is cut at least two inches longer vertically than the hole you need to cover, and extending a minimum of two inches horizontally on each side of the hole. Tuck the cut piece of homewrap underneath the tear area, through the cut above the hole and overlapping the tear (for proper shingling). Tape along the perimeter by starting at the bottom of the new homewrap piece that covers the tear, shingling upper tape over lower tape. (See Figure 1)
13. Garage door jambs shall be wrapped as follows:
    a. Homewrap shall be wrapped tight (use 1x4) to the inside corners formed by the side jambs and wall sheathing. Homewrap shall be cut to allow it to be pulled into the rough opening across the 2x6 jamb material. It will be secured and excess homewrap trimmed.
    b. Homewrap at the head jamb will be held tight and shall be cut to extend only to the outer bottom edge of the 2x6 jamb material. Homewrap at the garage door head jamb shall be cut neatly and left unsecured (never wrap into the rough opening).

SPECIAL CONSIDERATIONS

In areas where Tyvek DrainWrap is required by code, it shall be installed with drainage grooves vertical, going up and down.

Initials: _____ _____
Trade Partner Lennar

Figure 1.



WARRANTY SERVICE

1. Lennar Carolinas, LLC places high importance on warranty service.
2. Trade partner will provide phone number and contact response for emergency service.
3. Emergency service response and completion to these requests will not exceed 72 hours after notification.
4. Trade partner agrees to one (1) year material and labor warranty, from date of closing on the home. This warranty includes but is not limited to: defect in workmanship, improper installation, and/or defective new materials supplied by trade partner to fasten or assemble materials provided by Lennar Carolinas, LLC.
5. If trade partner performs work over previous trade partner work that is of inferior quality, incorrectly built, or at a variance to Lennar Carolinas, LLC plans; trade partner that worked over the inferiority/incorrectly built/variance, will be financially liable for costs incurred to correct and reinstall all material and labor specific to his original installation.
6. Trade partner shall be responsible for all customer service/walk through items pertaining to this contract. Failure to comply with customer service or walk through request within (3) days of notification will result in Lennar Carolinas, LLC, finishing the work and back-charging the costs to trade partner. The trade partner shall have 24 hours (in an emergency) and 3 days (in a non-emergency) in which to correct any Warranty problem. If the problem is not corrected within 3 days then Lennar Carolinas, LLC shall correct the problem and will back-charge the trade partner at the rate of $25.00 per hour, with a minimum charge of $100.00 plus the cost of any materials.

Trade partner shall remain responsible for daily clean up and removal of debris and trash from his respective work area to a designated area by the Project Manager. If for any reason trade partner fails to perform daily clean up, contractor may elect to perform necessary clean up and deduct sufficient monies to cover the cost from monies due the trade partner.

Prior to commencement of work on site, trade partner shall submit to contractor a Certificate of Insurance demonstrating coverage for Workman's Compensation and General Liability as required by Lennar Carolinas, LLC.

The scope of work defined above shall be considered as an integral part of the subcontract agreement referenced to above. Lennar Carolinas, LLC reserves the right to modify and/or amend the above scope of work anytime. Any changes to the scope of work must be approved in writing (adjusting purchase order) prior to work being performed.

This Scope of Work executed this 26 day of June, 2007

Page 4 of 4
Initials: DC (Trade Partner) E (Lennar)

Trade Partner: DVS Inc. (Company Name) 843-851-0109 (Phone Number)

779 St. James Ave. (Address)

Goose Creek S.C. 29445 (City, State, and Zip Code)

By: Douglas E. Curry (Print Name) President (Title)

Douglas E. Curry (Signature)

Contractor: Lennar Carolinas, LLC

By: [signature] (Title) Director of Purchasing

EXHIBIT 41

TO EXHIBIT A – AFFIDAVIT OF ROBERT MAUCH

Division Office: _____
Contract Number: _____
Cost Center: _____

CONTRACTOR BASE AGREEMENT

THIS CONTRACTOR BASE AGREEMENT (the "Agreement") made and entered into this 15th day of MAY 20 07, by and <Enter appropriate Lennar affiliate here> (hereinafter "Lennar") and GUARANTEED FRAMING LLC (hereinafter "Contractor").

1. SCOPE OF WORK: Contractor shall provide labor, material, equipment or other services in such location(s) and under such terms and conditions as Lennar shall deem necessary (the "Work") upon receipt of a Purchase Order from Lennar. When issued, the Purchase Order (see Schedule A) shall become part of this Agreement. The location(s) where the Work is to be performed shall be known as the job site or Project site, and may be more fully described in Exhibit "A" to the Purchase Order. Unless otherwise provided, the term "Subcontractor" shall include all persons or entities of all tiers, whether contracting directly with Contractor, or any person acting by, through or under Contractor, that are providing labor, materials, equipment, supplies, and/or supervision to satisfy the requirements of Contractor's Work.

1.1 PERFORMANCE OF THE WORK. Contractor shall furnish all labor, materials, equipment, supplies, supervision and all other things necessary to timely and properly perform the Work in a good and workmanlike manner, free from defects in workmanship or materials, acceptable to Lennar, and in strict accordance with (i) the plans and specifications, (ii) any applicable manufacturer's specifications, recommendations or requirements, (iii) applicable industry standards, codes, or other rules or regulations, and (iv) the requirements of Lennar's overall schedule. Contractor guarantees the availability of all labor, equipment and materials necessary to complete the Work in strict accordance with Lennar's schedule. Contractor shall be solely responsible to pay for all labor, salaries, materials, tools, equipment, supplies, state, federal, local and all other applicable sales, use, income or other taxes of any type or nature, transportation, storage facilities, offices, telephones, other overhead, shop drawings, supervision, temporary or permanent facilities and all other things necessary for the full and complete performance of the Work covered by this Agreement and the Purchase Order(s). Contractor shall secure and pay for all permits and governmental fees, licenses and inspections, to the extent necessary, for the proper execution and completion of Contractor's Work. No substitutions shall be allowed in the performance of the Work unless expressly approved by Lennar in writing.

1.2 INSPECTION AND INVESTIGATION. Contractor shall fully and completely investigate and study (i) the Project site, (ii) the plans and specifications, (iii) any manufacturer's specifications, and (iv) all other conditions that may affect the Work, and shall be solely responsible for verifying that it possesses the most current set of plans and specifications. By executing the Purchase Order Contractor represents that it has noted no deficiencies or problems with the Project site, the plans and specifications, the manufacturer's specifications, or any other conditions which would impact its ability to perform the Work in accordance with the requirements of this Agreement or any Purchase Order. If Contractor subsequently discovers any discrepancies between the plans, specifications, manufacturer's specifications, physical conditions, or any errors and omissions in the plans or specifications or in the layout as given that might affect the Work, Contractor shall immediately notify Lennar in writing. Any Work performed by Contractor relating to such discrepancy, error or omission shall be done at Contractor's sole risk. Prior to ordering materials or performing the Work, Contractor shall verify (i) that the materials are adequate for the performance of the Work, and (ii) that all measurements or conditions relevant to Contractor's Work are acceptable. No extra charge or compensation shall be allowed on account of differences between actual dimensions or conditions, and the measurements and conditions which may be found as indicated in the plans and specifications. The soils and geology reports, investigations or borings available to Contractor were prepared by third parties and made only for the purpose of study and design. Lennar does not warrant or guarantee, either expressly or impliedly, (i) the sufficiency or accuracy of the reports or investigations or borings which have been made, or (ii) any conditions that exist throughout the Project. Contractor agrees to undertake the Work subject to all site conditions as they now exist or may arise.

1.3 DEFECTIVE WORK. Contractor is responsible, at its sole cost, for promptly repairing or replacing any defective Work noted by Lennar or any third-party inspectors. In the event Contractor's Work involves construction of a residential dwelling, Contractor is also responsible, at its sole cost, for promptly repairing or replacing any defective Work noted by the homebuyer. Contractor shall provide Lennar with an itemized construction inspection checklist in a form approved by Lennar that Contractor will use to verify completion and workmanship of the Work. The failure of Lennar to identify any defects in the Work during any inspection shall not relieve Contractor of its responsibility to perform the Work in accordance with the requirements of this Agreement. Lennar shall be the sole judge of the adequacy of the repairs made to fix defective work. If Contractor covers any Work prior to Lennar's inspection of the Work, then Contractor shall be responsible for the cost of uncovering or removal and replacement of the Work to allow Lennar's inspection. Contractor shall correct all items noted as needing correction within forty-eight (48) hours of receipt of Lennar's notice. In the event Contractor's Work involves construction of a residential dwelling, Contractor shall correct all items noted as needing correction including any items noted during homebuyer's Orientation before the earlier of (i) close of homeowner's escrow, or (ii) forty-eight (48) hours of receipt of Lennar's notice.

1.4 PROGRESS. Contractor shall comply with the deadlines and schedules established in the Purchase Order and by Lennar, and shall prosecute the Work with diligence and with adequate labor, equipment and materials to satisfy Contractor's progress requirements and so as to not delay the work of other contractors. Contractor shall cooperate and coordinate its Work with all other contractors so as to avoid any delay or interference.

1.5 WORK OF OTHERS. Contractor shall be responsible for protecting its Work, and the work of other contractors or Lennar until final acceptance by Lennar. Contractor shall, without limitation, be fully responsible for the protection of all existing structures, materials, equipment, curbs, landscaping, flora, fauna, and adjacent property. Contractor shall be responsible for inspecting the work of other contractors that may affect its own Work and shall immediately report to Lennar, in writing, any defects, discrepancies or problems which could adversely affect Contractor's work.

1.6 MATERIALS. Unless otherwise specifically stated in this Agreement or any Purchase Order, all goods or materials (i) are to be shipped F.O.B. job site and paid for by Contractor, and (ii) shall be used within seven (7) days of their receipt. Deliveries to and storage at the Project or job site are the sole risk and responsibility of the Contractor. Contractor shall be responsible for damage or loss to all material and equipment until final payment by Lennar. No materials will be paid for until properly installed. Title to the Work shall vest in Lennar upon performance, provided however, the vesting of such title shall not impose any obligations on Lennar or relieve Contractor of any of its obligations hereunder. To the extent not prohibited by law, Contractor hereby waives any security interest or recoverable rights it may have in goods or material to be supplied hereunder and waives its right to the remedies available for a buyer's breach as provided in the Uniform Commercial Code. On-site storage for materials is not provided unless otherwise set forth in a Purchase Order.

1.7 DELAYS AND DISRUPTION; WAIVER OF CONSEQUENTIAL DAMAGES. IN THE EVENT OF ANY DELAY, DISRUPTION, INTERFERENCE, STOPPAGE OR HINDRANCE IN COMMENCEMENT OR PROSECUTION OF THE WORK CAUSED BY ANY REASON WHATSOEVER (EACH, INTERRUPTIONS), INCLUDING ANY WORK INTERRUPTIONS CAUSED IN WHOLE OR IN PART, OR ALLEGED TO HAVE BEEN CAUSED IN WHOLE OR IN PART, BY LENNAR OR OTHER CONTRACTORS CONTRACTOR, TO THE FULLEST EXTENT PERMITTED BY LAW, HEREBY WAIVES ANY DAMAGES CAUSED BY SUCH WORK INTERRUPTIONS. CONTRACTOR'S SOLE AND EXCLUSIVE REMEDY FOR ANY WORK INTERRUPTIONS SHALL BE AN EXTENSION OF TIME TO PERFORM ITS WORK. TO THE FULLEST EXTENT PERMITTED BY LAW CONTRACTOR SPECIFICALLY WAIVES ANY RIGHT TO RECOVER DIRECT, INDIRECT, CONSEQUENTIAL, IMPACT, OR OTHER COSTS, EXPENSES, OR DAMAGES INCLUDING BUT NOT LIMITED TO DELAY DAMAGES, COSTS OF ACCELERATION INEFFICIENCY, LOSS OF ORGANIZATION, LOSS OF PROFITS, JOB SITE OR HOME OFFICE OVERHEAD, LABOR OR MATERIAL ESCALATION, OR DETERIORATION OF MATERIALS CAUSED BY ANY WORK INTERRUPTION, TO THE FULLEST EXTENT PERMITTED BY

LAW CONTRACTOR ALSO SPECIFICALLY WAIVES ANY RIGHT TO RECOVER INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY TYPE AND NO MATTER THE CAUSE OF SUCH DAMAGES OR FAULT ON THE PART OF LENNAR OR ANY OTHER PERSON. NOTWITHSTANDING THE FOREGOING, THESE WAIVERS SHALL NOT PRECLUDE RECOVERY OF DAMAGES BY CONTRACTOR FOR WORK INTERRUPTIONS CAUSED SOLELY BY FRAUD, BAD FAITH, OR ACTIVE INTERFERENCE ON THE PART OF LENNAR.

2. LABOR AND SUPERVISION: Contractor shall maintain competent and sufficient supervision and employees on site during all times that Contractor is performing its Work. Contractor's superintendent shall be experienced, fully able to communicate with Lennar, trained, knowledgeable as to the Work, and shall have full authority to act for and bind Contractor. Contractor's superintendent shall be satisfactory to Lennar, and shall not be changed without Lennar's written consent. All communications or directions given to the Contractor's superintendent shall be as binding as if given to Contractor. Contractor shall enforce strict discipline and good order among its employees and Subcontractors, and shall not employ any unfit or unskilled person. Contractor shall immediately remove and replace any person deemed unfit or unskilled by Lennar. Contractor shall maintain a list of all persons performing its Work on the job site and shall produce such list to Lennar upon request. Contractor shall perform criminal background checks of any person that will perform any portion of its Work, and Contractor shall not allow any registered sex offender or any person convicted of a felony or a misdemeanor involving theft, larceny, violence, sexual assault or any other crime of moral turpitude to work at the Project site or job site. In performing such background checks, Contractor shall comply with all requirements of the Fair Credit Reporting Act and any other applicable laws and regulations.

3. LEGAL COMPLIANCE: Contractor and its Subcontractors shall, at all times, comply with all applicable local, state, or federal statutes, ordinances, rules and regulations, and any amendments thereto, as well as those of any other public body having authority concerning the Work, including *without limitation*, the local and state building codes, FHA Minimum Property requirements, VA building code requirements, the Occupational Safety and Health Act of 1970, 29 U.S.C. §§ 651 et seq, the Immigration Reform and Control Act of 1986 ("IRCA"), the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRAIRA"), the Immigration and Nationality Act ("INA"), all applicable equal employment opportunity laws and requirements promulgated by any governmental authority, including, without limitation, the requirements of Title VII of the 1964 Civil Rights Act, 42 United States Code, Section 1981, Executive Orders 11246, 11375 and 11478, the Age Discrimination in Employment Act, the Americans with Disabilities Act, and the Fair Labor Standards Act; all applicable local, state, or federal environmental laws and regulations including, without limitation, the Clean Air Act, 42 USC §§ 7401-7671; the Clean Water Act, 33 USC §§ 1251-1387; the Comprehensive Environmental Response Compensation and Liability Act (CERCLA), 42 USC §§ 9601-9675; the Solid Waste Disposal Act, 42 USC §§ 6901-6992, the Toxic Substances Control Act, 15 USC §§ 2601-2692; and the Endangered Species Act of 1973, 16 USC §§ 1531-544. Contractor is solely responsible, for itself and others acting by, through or under Contractor, for compliance with the requirements of this paragraph and the other obligations of this Agreement.

3.1 IMMIGRATION. With respect to its obligations herein or in any Purchase Order, Contractor specifically warrants and agrees it (i) shall not knowingly hire or continue to employ aliens not authorized to work in the United States, (ii) has and shall continue to verify the employment documentation specified in the Immigration Act, and (iii) has and shall properly complete and retain the Immigration and Naturalization Service's Form I-9 for all its employees covered by the Immigration Act. Accordingly and pursuant to the indemnity requirements of this Agreement, Contractor agrees to defend, indemnify and hold Lennar free and harmless from and against any claims or charges asserted or filed against and any judgments, fines, penalties and assessments entered against Lennar arising from or as the result of the employment or engagement of any person inconsistent with the foregoing promises or the laws of the United States. In addition, should Contractor fail to comply with this Section, Lennar shall have the right to rescind this Agreement and/or declare Contractor in default under this Agreement and as a result Lennar will be entitled to all direct, indirect, consequential, impact, or other costs, expenses, or damages, including but not limited to costs, loss of organization, lost profits, or attorneys' fees and/or paraprofessional fees arising out of or as a result of Contractor's breach of this Section. Furthermore, at Lennar's sole discretion and as a monetary remedy for such breach, Lennar may, as liquidated damages and not as a penalty, withhold all or any portion of payments owed to Contractor for any work completed but unpaid prior to Contractor's breach.

3.2 PATENT AND COPYRIGHTS. Contractor shall assume all liability for all royalties, licenses, patent fees, and any other charges made in connection with the use of patented or copyrighted processes in connection with its Work.

3.3 ENVIRONMENTAL: Prior to commencing the Work, Contractor shall identify in writing all hazardous or toxic substances to be used in performing the Work by Contractor, and shall provide Material Safety Data Sheets ("MSDS") to Lennar for those substances. Lennar may hold any payments otherwise due Contractor until such documentation is supplied. Contractor shall immediately notify Lennar in writing of all hazardous or toxic substances discovered during the performance of the Work or otherwise brought to the job site which were omitted from any previous notification(s) and promptly provide the MSDS on those substances to Lennar. Contractor shall not allow any hazardous or toxic substances on the job site unless (i) necessarily required for the performance of its Work, and (ii) Contractor has previously provided Lennar with MSDS sheets for those substances. Contractor shall immediately notify Lennar of any spill, release or discharge of any chemical or hazardous or toxic substance by itself or any other person. As to any spill, release or discharge of any chemical or hazardous or toxic substance which is caused by Contractor or any of its employees, agents, Subcontractors, customers, or invitees, Contractor shall at its sole expense, immediately take all reasonable, necessary and legally required actions to (i) prevent the further spread of any spill, release or discharge, and (ii) take immediate action to properly clean up said spill, release or discharge (including without limitation any soil or water contaminated by such spill, release or discharge) in full compliance with all applicable laws and regulations and any directions from Lennar.

It is acknowledged and understood that Contractor has inspected the job site, observed the environmental conditions of the job site, and reviewed and complied with Lennar's plans and specifications, including Lennar's Storm Water Pollution Prevention Plan ("SWPPP") and Dust Control Plan, and that Contractor has notice and knowledge of the environmental conditions of the job site. If, during the course of its performance of the Work, Contractor discovers a previously unidentified environmental condition, then Contractor shall immediately notify Lennar and shall not proceed with any work that would disturb such environmental condition without Lennar's approval.

3.4 STORM WATER COMPLIANCE. Contractor shall comply and shall ensure compliance by those acting by, through or under Contractor, with Lennar's SWPPP, applicable storm water permit ("Permit"), Dust Control Plan, and Lennar's Storm Water Compliance Guidelines to the extent applicable to Contractor's work ("Guidelines") if such Guidelines have been developed at the time of this Agreement. Before beginning any work at the job site, Contractor shall review the SWPPP, Permit, and applicable Guidelines, copies of which will be available at the job site or will be made available upon Contractor's request. If required, or requested by Lennar, Contractor shall sign the SWPPP before beginning its work. To the extent applicable to its work, Contractor shall fully comply with and implement the SWPPP, including the Best Management Practices ("BMPs") described by the SWPPP and applicable Guidelines. Contractor shall take care not to damage any BMPs, including any storm water, sediment, or erosion controls, by its work, and in the event Contractor causes such damage it shall immediately report such damage to Lennar and take appropriate measures to remedy such damage. Without limiting any of its other rights or remedies provided elsewhere in this Agreement (including its right to defense and indemnification by Contractor), Lennar may offset from any payments due Contractor, or otherwise recoverable from Contractor: (i) the costs to repair or replace any BMPs damaged by Contractor; and (ii) the costs of all fines, fees, expenses and other penalties sought against or incurred by Lennar due to, in whole or in part: (a) Contractor's violation of the obligations herein, (b) Contractor's violation of the SWPPP, including violations arising from damage to BMPs caused by Contractor, or (c) Contractor's interference with the implementation of the SWPPP by Lennar or by any other party responsible for implementing the SWPPP. Failure to satisfy the obligations in this paragraph shall be deemed a material default of this Agreement, and Lennar may, without prejudice to any other right or remedy, (i) withhold any payments to Contractor under this Agreement or otherwise until Contractor has remedied its failure, and/or (ii) terminate this Agreement, withhold payments otherwise due Contractor under this Agreement or otherwise, and retain a separate contractor to complete Contractor's obligations at Contractor's expense.

3.5 DUST CONTROL COMPLIANCE. Contractor shall comply and shall ensure compliance by those acting by, through or under Contractor, with Lennar's Dust Control Plan and applicable Dust Control Permit. Before beginning work at the job site, Contractor shall review the Dust Control Plan and Dust Control Permit (copies of which will be available at the job site or will be made available upon Contractor's request. To the extent applicable to its work, Contractor shall fully comply with and implement the Dust Control Plan and best management practices ("dust control BMPs"), including any [illegible] measures, devices or work practices, described by the Dust Control Plan. Contractor shall take care not to damage any dust control BMPs at the job site by its work; in the event Contractor causes such damage it shall immediately report the damage to Lennar and take appropriate measures to remedy such damage.

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Without limiting any of its other rights or remedies provided elsewhere in this Agreement (including its right to defense and indemnification by Contractor), Lennar may offset from any payments due Contractor, or otherwise recoverable from Contractor: (i) the costs to repair or replace any dust control BMPs damaged by Contractor; and (ii) the costs of all fines, fees, expenses and other penalties sought against or incurred by Lennar due to, in whole or in part: (a) Contractor's violation of the obligations herein, (b) Contractor's violation of the Dust Control Plan, including violations arising from damage to dust control BMPs caused by Contractor, or (c) Contractor's interference with the implementation of the Dust Control Plan by Lennar or by any other party responsible for implementing the Dust Control Plan. Failure to satisfy the obligations in this paragraph shall be deemed a material default of this Agreement, and Lennar may, without prejudice to any other right or remedy, (i) withhold any payments to Contractor under this Agreement or any Purchase Order(s) hereunder or otherwise until Contractor has remedied its failure, and/or (ii) terminate this Agreement, withhold payments otherwise due Contractor under this Agreement or otherwise, and retain a separate contractor to complete Contractor's obligations at Contractor's expense.

3.6 SAFETY. Contractor is an independent contractor and shall be solely responsible for ensuring that its Work is performed in a safe manner. Nothing herein shall be deemed to be an exercise of control by Lennar of Contractor's safety obligations. Contractor shall take all reasonable and necessary safety precautions with regard to the Work, shall coordinate its safety precautions with other contractors, subcontractors, and suppliers, shall comply with all safety requirements, laws, regulations, rules or ordinances of any authority (governmental or otherwise) responsible for the safety of persons or property. Contractor shall notify Lennar, both verbally and in writing, of all injuries to Contractor's employees within eight (8) hours of the injury. Failure to adhere to Lennar's safety policies, the safety requirements of this Agreement, or the job rules shall be deemed a material default of Contractor's obligations. Contractor agrees to comply with all health and safety programs, as well as any rules promulgated by Lennar, in furtherance of Contractor duties under the Occupational Safety and Health Act. If in the opinion of Lennar the health and safety of any person or persons is endangered or appropriate safety measures are not being implemented, Lennar may (but is not required to) take such action as it deems necessary and appropriate, including without limitation, the following: (i) stop Contractor's Work or require Contractor to immediately remedy any unsafe condition caused by the Contractor at its own expense; (ii) shut the Project or job site down, in whole or in part, until any unsafe condition is remedied; (iii) remedy any unsafe condition caused by Contractor at Contractor's sole expense; (iv) terminate this Agreement and hold Contractor fully liable for any losses incurred by Lennar as a result of the Contractor-caused unsafe condition and such termination; and/or (v) recover against Contractor all fines or penalties assessed by any authority (governmental or otherwise) and caused by or alleged to have been caused by Contractor.

3.7 Contractor acknowledges that it has reviewed all provisions of Lennar's Environmental Management Policy, including Lennar's SWPPP and Dust Control Plan, and that it has reviewed, signed, and returned Lennar's Trade Partner BMP Compliance Measures.

4. JOB RULES: Contractor is solely responsible for complying with and ensuring compliance by its employees and its Subcontractors with (i) Lennar's Code of Safe Practices, (ii) other Lennar policies concerning safety, reasonable restrictions on use and access to the job site by unauthorized personnel, and (iii) the other rules and policies concerning Lennar's work and as set forth in Schedule D to this Agreement. Upon failure to so comply, Lennar may, in addition to the other remedies herein, stop Contractor's Work and/or terminate this Agreement.

5. LIENS AND BOND CLAIMS: Contractor shall keep the Work and the real property being improved by Contractor free and clear of any liens, stop notices, fund trapping notices, or bond claims of any kind whatsoever (collectively "Lien or Bond Claims"), to the extent such Lien or Bond Claims (a) relate to Contractor's Work, or (b) are for any monies due or allegedly due (i) Contractor or any Subcontractor, (ii) any factoring company, lender (secured or unsecured), or (iii) any other entity claiming by, through, or under Contractor or any Subcontractor (collectively the "Lien Claimants"). In the event a Lien or Bond Claim is filed or threatened to be filed by any Lien Claimant, Contractor shall, at Lennar's sole election, immediately (i) settle and resolve such claim and obtain a full waiver and release of the Lien or Bond Claim from the Lien Claimant, or (ii) provide a statutory bond acceptable to Lennar that will bond around or discharge such Lien or Bond Claim. Should Contractor fail to do so, Lennar may, without additional notice to Contractor, (i) settle, bond or discharge the lien or bond claim in any manner Lennar deems appropriate, and charge the costs thereof (including payment of the lien, stop notice or fund trapping notice, or bond claim amount, premiums for bonds, overhead, costs, and reasonable attorneys' fees and paraprofessional fees) to Contractor, and/or (ii) withhold further payments to Contractor under this Agreement or otherwise until Contractor has complied with its obligations herein. Lennar's obligations to pay such costs is not limited to any monies, if any, then due or to become due Contractor under any contract between Lennar and Contractor. Contractor has not and shall not assign any right or claim for payment from Lennar or any right to perfect a lien against the Work or real property to any third person. Any assignment or attempted assignment shall be unenforceable against Lennar, and shall be deemed a material default of this Agreement. Contractor shall include substantially identical language to this Section 5 in all subcontracts of any Subcontractor, and shall also require that all Subcontractors shall waive and release all liens and claims to liens as a condition to their receiving payment.

5.1 At Lennar's request, Contractor shall provide the following to Lennar: (i) Proof of payment for labor, equipment or material or equipment supplied for the Work or any other obligation for payment arising from the Work; (ii) an affidavit stating that every Subcontractor has been paid in full up to and including the date of any payment application, along with the names of any such person or entity who has not been paid in full and the amount due each; (iii) a Partial Waiver and Release of Lien executed by Contractor or any Subcontractor, in a form acceptable to Lennar, indicating their waiver and release of all lien rights for any part of the Work performed as of the date of Contractor's payment therefore; and, (iv) prior to final payment for the Work, a Final Lien Waiver and Release from Contractor and/or any Subcontractor. If Lennar believes that Contractor's financial circumstances will affect Contractor's performance of its obligations herein, Lennar may take any other precautionary action it deems reasonably necessary to protect its interests including, without limitation, (i) the right to request additional financial assurances from Contractor, (ii) the right to require Contractor to post, at Contractor's cost, a payment bond, (iii) the right to withhold all or any portion of payments due Contractor, or (iv) the right to make payments jointly to Contractor and any person claiming monies from Contractor or any Subcontractor.

[***DIVISIONS: PLEASE CHECK APPROPRIATE BOX WHETHER UTILIZING CONDITIONAL OR UNCONDITIONAL LIEN WAIVERS***]

5.2 CONDITIONAL/UNCONDITIONAL LIEN WAIVER:

☐ CONDITIONAL LIEN WAIVER: At such time as an invoice is submitted, and as a condition to receiving payment, Contractor shall execute and furnish to Lennar a notarized conditional lien release acknowledging receipt of all payments through the period covered by the current invoice and shall, upon request by Lennar, cause all of its Subcontractors to execute similar lien waivers acknowledging receipt of all payments due through the period covered by the current invoice, to the extent payment is actually received. Contractor shall also submit unconditional notarized lien releases from itself and all Subcontractors for payments previously made by Lennar. The lien waivers required to be delivered to Lennar by Contractor under this Agreement shall be original executed waivers, not photocopies, and shall comply with all applicable laws regarding such lien waivers. Contractor shall also comply with all procedural requirements of laws of the State that govern this Agreement with respect to the enforceability of such lien waivers. Regardless of this section, Contractor agrees to provide Lennar with materials and supplies that are free and clear of any debt or lien against said materials or supplies. Upon receipt of final payment for the Work, Contractor shall (from itself and all Subcontractors) provide a Final Unconditional Lien Waiver and Release to Lennar for each property for which the Work was provided.

☐ UNCONDITIONAL LIEN WAIVER: At each time as payment is made and as a condition for such payment, Contractor shall execute and furnish to Lennar a notarized unconditional lien release acknowledging receipt of all payments through the period covered by the current invoice and shall, upon request by Lennar, cause all of its Subcontractors to execute similar lien waivers acknowledging receipt of all payments due through the period covered by the current invoice. The lien waivers required to be delivered to Lennar by Contractor under this Agreement shall be original executed waivers, not photocopies, and shall comply with all applicable laws regarding such lien waivers. Contractor shall also comply with all procedural requirements of laws of the State that govern this Agreement with respect to the enforceability of such lien waivers. Regardless of this section, Contractor agrees to provide Lennar with materials and supplies that are free and clear of any debt or lien against said materials or supplies. Upon receipt of final payment for the Work, Contractor shall (from itself and all Subcontractors) provide a Final Unconditional Lien Waiver and Release to Lennar for each property for which the Work was provided.

6. LENNAR'S EQUIPMENT: Should Contractor or any Subcontractor use equipment, scaffolding or other facilities of Lennar or another contractor, it is understood and agreed that (i) Contractor and Subcontractor shall fully inspect and maintain same with the proper and safe use of

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such equipment, scaffolding or facilities, (ii) Contractor and Subcontractor shall properly train and supervise their employees, subcontractors and suppliers in the proper and safe use of such equipment, scaffolding and facilities, and (iii) Contractor's or Subcontractor's use of such equipment, scaffolding or facilities shall be at their sole risk. Contractor and Subcontractor waive all claims and liability of any type or nature against Lennar and the owners or lessors of such equipment, scaffolding or other facilities, assumes the full risk of the operation thereof, and assumes full responsibility for any and all loss, cost, expense (including all attorneys' fees and paraprofessional fees), damage, or injury arising therefrom.

7. SECURITY: Contractor shall be solely responsible for providing security for its Work, tools, equipment, materials or other property. Regardless of whether Lennar provides security at the Project, Lennar shall not be responsible for theft, vandalism or loss to any of Contractor's or Subcontractor's Work, tools, equipment, materials or other property.

8. CLEAN UP: Contractor shall maintain a tidy job site and Community and clean up and haul away all debris, rubbish, hazardous or toxic discharges and surplus materials ("Construction Debris") on a daily basis and properly dispose of such Construction Debris in an authorized trash bin or at a licensed or certified landfill. In addition, Contractor will leave the job site, subject property and, if applicable, the building premises(s) clean and in good order. These obligations are in addition to Contractor's obligations under any other section of this Agreement. If, after 24 hours notice by Lennar's representative to Contractor's representative, Contractor has not diligently proceeded with the clean-up as outlined in this Section, then Lennar shall have the right to proceed with the clean-up at Contractor's expense.

9. INSURANCE: Before starting Work, Contractor shall procure and maintain at its own expense the insurance set forth in Schedule C hereto, which requirements are incorporated by this reference as though set forth in full herein.

10. EXPRESS WARRANTIES: Contractor expressly warrants to Lennar, Lennar's customers, or any subsequent owner of a structure constructed by Lennar (collectively "Warranty Beneficiaries"), that its Work shall be performed in a good and workmanlike manner, free from defects in workmanship or materials, and in strict accordance with (i) the plans and specifications, (ii) any applicable manufacturer's specifications, recommendations or requirements, and (iii) all applicable industry standards, codes, or other rules or regulations applicable to the performance of the Work. This warranty section is in addition to warranties provided by law. Any portion of Contractor's Work not complying with the foregoing shall be considered defective. Contractor shall also require each of its Subcontractors to give to Lennar the same warranty regarding the Subcontractor's work. Contractor shall, within two (2) working days of notification by Lennar, repair or replace any defective Work unless the warranty work could not reasonably be performed within such time period, in which event the warranty work shall be performed as quickly as reasonably possible. In the event of an emergency (as determined by Lennar), the Contractor shall perform its warranty work within eight (8) hours. In addition, a seven (7) day-a-week and a twenty-four (24) hour on-call emergency service must be provided by Contractor and any Subcontractor providing roofing, plumbing, electrical and/or HVAC work.

10.1 Extended Warranties. In addition to the foregoing warranties, Contractor shall also, (a) for a period of twelve (12) months from (i) the *date of close of escrow* between Lennar and its homebuyers for Work associated with a structure or associated site work intended to be used primarily for residential purposes, or (ii) *final completion of the Work* for all other types of Work, repair or replace ***any*** *defective Work*, and perform Lennar's obligations under any applicable warranty insurance programs (the "One Year Warranty"); (b) for a period of twenty-four (24) months from the (i) the date of close of escrow between Lennar and its homebuyers for Work associated with a structure or associated site work intended to be used primarily for residential purposes, or (ii) *final completion of the Work* for all other types of Work, repair or replace any defective Work associated with any *heating, cooling, mechanical and electrical systems* (the "Systems") installed by Contractor, and perform Lennar's Systems obligations under any applicable warranty insurance programs (the "Two Year Warranty"); and (c) for a period of one-hundred twenty (120) months from (i) the *date of close of escrow* between Lennar and its homebuyers for Work associated with a structure or associated site work intended to be used primarily for residential purposes, or (ii) *final completion of the Work* for all other types of Work, repair or replace any defective Work, associated with *structural damage*, and perform Lennar's obligations under any applicable warranty insurance programs (the "Ten Year Warranty"). The foregoing obligations exist so long as the defect(s) arose or existed during the relevant extended warranty periods, and even if such defects were not observed until after the expiration of the extended warranty period. Should Lennar perform any of Contractor's warranty work (extended or otherwise), Contractor shall reimburse Lennar for the cost of repairing or replacing such defective Work. Notwithstanding anything to the contrary herein, should any state or federal law impose a warranty, express or implied, or any other obligation to repair, replace or pay for defective work arising from Contractor's Work that is longer than the time period set forth in this paragraph, Contractor's warranty obligation period shall be deemed to extend for the duration of the applicable state or federal law.

10.2 Manufacturer's Warranties. Prior to the earlier of completion of Work or upon the termination of this Agreement, Contractor shall provide Lennar with any and all applicable manufacturer's warranties on equipment, materials or appliances furnished pursuant to this Agreement. Contractor shall fully cooperate with Lennar in making any claim on any manufacturer's warranty.

11. EXTRA WORK/CHANGES: NO EXTRA WORK OR CHANGES SHALL BE PERFORMED BY CONTRACTOR OR PAID FOR BY LENNAR UNLESS (i) SPECIFICALLY AUTHORIZED IN WRITING BY LENNAR'S CONSTRUCTION SUPERINTENDENT, AND (ii) A WRITTEN PURCHASE ORDER IS SIGNED BY BOTH CONTRACTOR AND LENNAR'S CONSTRUCTION SUPERINTENDENT PRIOR TO COMMENCING ANY EXTRA WORK OR CHANGES. NO EMPLOYEE OR REPRESENTATIVE OF LENNAR IS AUTHORIZED TO MAKE ANY VERBAL AGREEMENT WAIVING THIS PROVISION, AND CONTRACTOR AGREES THAT IT SHALL NOT RELY ON ANY VERBAL AGREEMENT IN PERFORMING ANY WORK.

12. PAYMENT: The price for the Work and additional terms for payment shall be set forth in the Purchase Order. Lennar has no obligation to pay Contractor for any Work performed prior to execution of a written Purchase Order which specifically covers such Work. No payment shall be due unless Contractor has otherwise satisfied all obligations set forth in this Agreement.

12.1 Payment shall be made in accordance with Lennar's standard practices. Payment will only be considered for Work properly performed, inspected and accepted as of the date of the payment request. As a condition precedent to any payment, Contractor shall (i) submit a request for payment to the Lennar address noted below, (ii) utilize a payment request form acceptable to Lennar, (iii) deliver executed lien waivers and releases in accordance with Section 5.2, and (iv) submit all other documentation reasonably required by Lennar to establish Contractor's entitlement to funds. No payment shall be deemed to constitute acceptance by Lennar of any defective or unacceptable Work.

12.2 All payments to Contractor are trust funds and shall first be used for the full payment of all Subcontractors. Contractor shall ensure that all Subcontractors are at all times fully and timely paid all amounts due in connection with the Work. Contractor shall immediately notify Lennar of any claims or disputes involving any Subcontractor. When Lennar learns of any claim or dispute, Lennar may (i) withhold payments otherwise due Contractor until the claim or dispute is resolved to Lennar's satisfaction, (ii) issue joint checks to Contractor and any claimant, or (iii) deposit any disputed funds into the registry of a court of law. Contractor shall reimburse Lennar for any costs incurred by Lennar as a result of such claims or disputes. Should any dispute arise after payment by Lennar, Contractor shall immediately deposit any payments made relating to such labor or material into an interest-bearing account and shall only use this money to resolve such claims or disputes.

12.3 Lennar may, but is not required to, withhold retainage from each payment as provided by applicable law and shall release such retainage when (a) Contractor has fully performed its obligations herein (save and except future performed warranty obligations), (b) Contractor has provided final lien releases and waivers (conditioned only upon receipt of the retainage) from itself and all Subcontractors, and (c) the legal time period for holding such retainage has expired. In the absence of any legally required amount the parties hereto shall equal ten (10%) percent of each payment.

12.4 Lennar may, at its option, issue file, and/or record with the appropriate regulating agency a Notice of Completion. By issuing, filing and recording said notice of completion, Lennar does not release the Contractor from any of Contractor's obligations under this Agreement or any Purchase Order issued hereunder. Without limiting the generality of the foregoing, in the event that the issuance and/or recordation of a notice of completion be deemed to commence any warranty periods with respect to the Work performed by Contractor as such warranty obligations are set forth in this Agreement.

13. REMEDIES AND TERMINATION: In addition to and without limiting Lennar's other remedies set forth herein or as otherwise provided by law, Lennar shall have the following rights

13.1 If Contractor shall file for or be adjudged bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if Contractor should persistently or repeatedly refuse or should fail, in the reasonable opinion of Lennar, to supply enough properly skilled workmen or proper materials or make delivery of materials as required, or if such materialmen or laborers for material supplied or Work performed disregard laws, ordinances, job rules, or instructions, or if Contractor fails to make prompt and proper payment for labor, materials, equipment or services provided by, through or under Contractor, or if Contractor fails to remedy defective Work or fails to perform warranty services or repairs within the time periods set forth in this Agreement, or should Contractor cause damage to the work of another contractor and/or subcontractor, or if Lennar is fined by any governmental agency on account of or arising out of the violation by Contractor or any Subcontractor of any law, or should Contractor fail in Lennar's sole judgment to prosecute its Work diligently and promptly, or if Contractor otherwise breaches any of its obligations in this Agreement or any of its other agreements with the Lennar division for which Contractor is performing the Work herein, or if Lennar has a reasonable basis to believe that Contractor will not be able to properly perform all of its obligations in this Agreement or under any Purchase Order, Lennar may, without prejudice to any other right or remedy in this Agreement or any law and after giving Contractor forty-eight (48) hours written notice, (i) terminate this Agreement and take possession of Contractor's materials, tools, equipment and appliances thereon and finish the Work by whatever method it may deem expedient in its sole discretion, (ii) withhold payment otherwise due Contractor until the Work is completed and accepted, or until defective Work is remedied, or until warranty services are properly performed, or until such breach has been remedied, (iii) stop the Work until such breach has been cured to Lennar's satisfaction, and/or (iv) furnish or cause to be furnished additional labor or materials at Contractor's expense. If the costs of completing the Work, furnishing additional labor or materials, or remedying Contractor's breach do not exceed the unpaid balance under the applicable Purchase Order(s), and if Contractor is otherwise entitled to receive payment, Lennar shall pay the difference (less a reasonable sum to ensure Contractor's performance of any remaining warranty obligations) to Contractor upon completion of the Work. If such expenses of completing the Work or remedying Contractor's breach exceed the unpaid balance under the applicable Purchase Order(s), Lennar may offset the difference against any amounts due Contractor under this Agreement or other purchase order, contract, or other agreement. Upon demand, Contractor shall pay the difference to Lennar plus any and all costs, expenses and attorneys' fees and paraprofessional fees incurred by Lennar in enforcing or performing any of Contractor's obligations under this Agreement.

13.2 Lennar shall also have the right to terminate this Agreement or any Purchase Orders or portions thereof issued to Contractor without cause and for Lennar's convenience. In such event, Contractor shall be paid only for that Work actually performed as of the date of termination, and Contractor waives recovery for any other costs or damages, direct or consequential including without limitation prospective profits, on Work not performed.

13.3 Should Contractor breach any of its obligations in this Agreement, Lennar shall be entitled to recover against Contractor any reasonable and necessary attorneys' fees and paraprofessional fees, costs and expenses incurred by Lennar in pursuing claims against Contractor.

14. DEFENSE AND INDEMNITY: TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AND IN CONSIDERATION OF THE SUM OF ONE HUNDRED DOLLARS ($100.00), WHICH SUM IS INCLUDED IN THE PRICE(S) ESTABLISHED UNDER THE PURCHASE ORDER(S), THE ADEQUACY AND RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, CONTRACTOR HEREBY AGREES TO UNCONDITIONALLY DEFEND, INDEMNIFY AND HOLD HARMLESS LENNAR, ITS PARENT, AFFILIATES, SUBSIDIARIES, PARTNERS, JOINT VENTURERS, OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS, EMPLOYEES, INSURERS, SURETIES, ANY OWNER OF REAL PROPERTY IMPROVED OR ALLEGED TO HAVE BEEN IMPROVED BY THE CONTRACTOR, OR ANY OF THEM (COLLECTIVELY "INDEMNITEES") AGAINST ANY AND ALL CIVIL OR CRIMINAL LIABILITIES, COSTS, EXPENSES, CLAIMS, DEMANDS, CAUSES OF ACTION, LIEN CLAIMS, THREATS OF LIENS, STOP NOTICES, FUND TRAPPING NOTICES, BOND CLAIMS, PENALTIES, FINES, CITATIONS, LOSSES, AND DAMAGES (INCLUDING COURT COSTS, ATTORNEYS' FEES AND PARAPROFESSIONAL FEES, AND COSTS OF INVESTIGATION), OF ANY NATURE, KIND, OR DESCRIPTION, ARISING OUT OF, IN CONNECTION WITH, CAUSED BY, ALLEGED TO HAVE BEEN CAUSED BY, OR RESULTING FROM, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, (1) THE WORK, LABOR, MATERIALS, EQUIPMENT OR SERVICES PERFORMED OR SUPPLIED OR ALLEGED TO HAVE BEEN PERFORMED OR SUPPLIED BY CONTRACTOR OR ANY OF ITS' SUBCONTRACTORS, (2) ANY ACT OR OMISSION OF CONTRACTOR OR ANY OF ITS SUBCONTRACTORS, OR (3) ANY ACT OR OMISSION OF LENNAR OR LENNAR'S OTHER CONTRACTORS, SUBCONTRACTORS, OR SUPPLIERS OR ANY OF THEIR EMPLOYEES, AGENTS, INVITEES OR ANY PERSON ACTING BY, THROUGH OR UNDER LENNAR OR LENNAR'S OTHER CONTRACTORS, SUBCONTRACTORS, OR SUPPLIERS (COLLECTIVELY "LIABILITIES"). THE OBLIGATIONS OF CONTRACTOR UNDER THIS INDEMNIFICATION SHALL APPLY TO LIABILITIES EVEN IF SUCH LIABILITIES ARISE FROM OR ARE ATTRIBUTED TO THE CONCURRENT NEGLIGENCE OF ANY INDEMNITEE. NOTWITHSTANDING THE FOREGOING, CONTRACTOR SHALL NOT BE OBLIGATED UNDER THIS AGREEMENT TO INDEMNIFY THE INDEMNITEES TO THE EXTENT SUCH LIABILITIES RESULT FROM THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE. CONTRACTOR SHALL, AT ITS EXPENSE, ASSUME THE DEFENSE OF THE INDEMNITEES, OR ANY OF THEM, AND SHALL CONDUCT SUCH DEFENSE WITH DUE DILIGENCE AND IN GOOD FAITH WITH COUNSEL SATISFACTORY TO LENNAR. SHOULD CONTRACTOR BREACH ITS DEFENSE AND INDEMNITY OBLIGATIONS, LENNAR MAY, AND WITHOUT RELIEVING CONTRACTOR OF ITS INDEMNITY OBLIGATIONS, ASSUME ANY DEFENSE OBLIGATION AND TRY OR SETTLE SUCH CLAIM, AND CONTRACTOR (1) SHALL REIMBURSE LENNAR FOR ALL COSTS AND EXPENSES INCURRED OR PAID BY ANY INDEMNITEE IN THE DEFENSE, SETTLEMENT, TRIAL OR ARBITRATION; AND (2) PAY ANY JUDGMENT OR AWARD OBTAINED AGAINST THE INDEMNITEES OR ANY OF THEM. NEITHER THE INDEMNITY OBLIGATIONS UNDER THIS SECTION, NOR ANY COMMON LAW AND/OR STATUTORY CONTRIBUTION RIGHTS OR OTHER RIGHTS OF LENNAR OR ANY INDEMNITEE, SHALL BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGE, COMPENSATION, OR BENEFITS PAYABLE BY OR FOR THE CONTRACTOR OR LENNAR UNDER INSURANCE POLICIES, WORKERS' COMPENSATION ACTS, DISABILITY BENEFIT ACTS, OR OTHER EMPLOYEE BENEFIT ACTS. THIS PROVISION IS SEPARATE AND DISTINCT FROM, AND IN ADDITION TO, ANY OTHER PROVISION OR SECTION IN THIS AGREEMENT, INCLUDING ANY PROVISION OR SECTION CONCERNING INDEMNIFICATION AND PROCUREMENT OF INSURANCE. IT IS SPECIFICALLY AGREED WITH RESPECT TO ANY LEGAL LIMITATIONS NOW OR HEREAFTER IN EFFECT AND AFFECTING THE VALIDITY OR ENFORCEABILITY OF THE INDEMNIFICATION OBLIGATION UNDER THIS SECTION, THAT SUCH LEGAL LIMITATIONS ARE MADE A PART OF THE INDEMNIFICATION OBLIGATION AND SHALL OPERATE TO AMEND THE INDEMNIFICATION OBLIGATION TO THE MINIMUM EXTENT NECESSARY TO BRING THE PROVISION INTO CONFORMITY WITH THE REQUIREMENTS OF SUCH LIMITATIONS, AND AS SO MODIFIED, THE INDEMNIFICATION OBLIGATION SHALL CONTINUE IN FULL FORCE AND EFFECT EVEN AFTER COMPLETION OF THE WORK OR TERMINATION OF THIS AGREEMENT. EXCEPT AS EXPRESSLY PROVIDED OTHERWISE, IT IS THE SPECIFIC INTENT OF THIS INDEMNITY THAT THE CONTRACTOR IS INDEMNIFYING THE INDEMNITEES FROM ACTS OF NEGLIGENCE OF INDEMNITEES.

In any and all claims against Lennar the number by any employee of Contractor or any employee of any other person or entity acting by through

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under Contractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor or supplier under workers' or workmen's compensation acts, disability acts or other employee benefit acts, and Contractor expressly waives any right it may have to assert such limitation. Contractor expressly waives any right of subrogation that it or its insurers may have against the Indemnitees or any of them. In addition, in no event shall Contractor's obligations hereunder be limited to the extent of any insurance available to or provided by Contractor. The indemnity obligations in this Agreement shall not be limited by the insurance required to be provided by Contractor pursuant to this Agreement, nor shall the insurance requirements of this Agreement be limited by the indemnity obligations of this Agreement.

16. WAIVER OF JURY TRIAL/ARBITRATION: TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, AND AFTER CONSULTING WITH LEGAL COUNSEL OF THEIR OWN CHOOSING, CONTRACTOR AND LENNAR, ON BEHALF OF THEMSELVES AND ANY PERSON OR ENTITY ACTING BY, THROUGH OR UNDER THEM, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY AGREE TO WAIVE THE RIGHT TO TRIAL BY JURY IN CONNECTION WITH ANY LITIGATION OR JUDICIAL PROCEEDING RELATING TO OR CONCERNING, DIRECTLY OR INDIRECTLY, THIS AGREEMENT OR ANY OTHER RIGHTS OR OBLIGATIONS BETWEEN LENNAR, CONTRACTOR AND ALL PERSONS ACTING BY, THROUGH OR UNDER LENNAR OR CONTRACTOR. LENNAR AND CONTRACTOR ACKNOWLEDGE THAT SEPARATE AND GOOD AND VALUABLE CONSIDERATION HAS BEEN PROVIDED BY EACH FOR THIS WAIVER. THIS WAIVER SHALL APPLY TO THIS AGREEMENT, ANY FUTURE AMENDMENTS, SUPPLEMENTS OR MODIFICATIONS OF THIS AGREEMENT, AND ANY FUTURE CHANGE ORDERS OR PURCHASE ORDERS. NOTWITHSTANDING THE FOREGOING, IF (A) LENNAR IS A PARTY TO A LAWSUIT, IS REQUIRED TO TRY THE DISPUTE BEFORE A JURY, AND BELIEVES THAT CONTRACTOR IS LIABLE, IN WHOLE OR IN PART, FOR THE CLAIMS BEING MADE IN THE LAWSUIT, THEN THIS WAIVER OF JURY TRIAL SHALL NOT APPLY; OR (B) LENNAR IS A PARTY TO AN ARBITRATION ACTION, IS REQUIRED TO TRY THE DISPUTE BEFORE AN ARBITRATOR(S), AND BELIEVES THAT CONTRACTOR IS LIABLE, IN WHOLE OR IN PART, FOR THE CLAIMS BEING MADE IN THE ARBITRATION, THEN LENNAR AND CONTRACTOR AGREE THAT THE DISPUTES BETWEEN THEM WILL BE FULLY AND FINALLY RESOLVED IN SUCH ARBITRATION AND IN ACCORDANCE WITH THE ARBITRATION ACT AND ARBITRATION RULES THEN GOVERNING THE ARBITRATION, AND NOT BY JUDGE OR BY JURY. LENNAR AND CONTRACTOR SPECIFICALLY AGREE THAT THIS AGREEMENT INVOLVES INTERSTATE COMMERCE, AND THAT ANY ARBITRATION SHALL BE GOVERNED BY THE FEDERAL ARBITRATION ACT.

16. INDEPENDENT CONTRACTOR/AUTHORITY: Contractor is acting as an independent contractor and not a partner or joint venturer of Lennar. Lennar is solely responsible for the employment, acts, errors, omissions, control and direction of its employees, agents, and Subcontractors. Nothing contained in this Agreement shall authorize or empower Contractor to assume or create any responsibility whatsoever, express or implied, on behalf of or in the name of Lennar, or to bind Lennar in any manner, or make representation, warranty, or commitment on behalf of Lennar, or purchase materials or otherwise incur debts in Lennar's name.

17. CONTRACTOR REGULATION: To the extent required by law, Contractor warrants that it is licensed to perform the Work under the applicable Purchase Order(s). Contractor shall maintain all required permits and licenses in good standing at all times.

18. CUSTOMER APPRECIATION GIFTS OR EVENTS: Lennar periodically gives its contractors and contractors' employees customary and nominal tokens of its appreciation, such as logo and non-logo apparel, rounds of golf, spa days, meals, materials and other "customer appreciation" gifts or outings. Contractor acknowledges and agrees that this is customary in the industry and does not constitute an attempt to improperly influence Contractor or Contractor's employees and does not and will not give rise to any claims for civil or criminal misconduct. Lennar fully understands that as a consequence of accepting any tokens of appreciation from Lennar, Contractor or Contractor's employees will be under no obligation to Lennar other than those contained in this Agreement. In order to ensure that Contractor is aware of this practice, Contractor expressly agrees that Lennar may, *at Lennar's sole discretion, without any obligation on the part of Lennar and without further notice to Contractor,* provide similar tokens of appreciation to Contractor or Contractor's employees without the need to obtain additional written or verbal consent from Contractor.

19. NO GIFTS: Neither Contractor nor any partner, director, employee, or agent of Contractor shall, without specific written authorization of Lennar, give to or receive from any person or entity, including without limitation, any officer or employee of any governmental or quasi-governmental agency, department, or instrumentality, any commission, fee, rebate, gift or loan of significant cost or value in connection with or as a result of Contractor's Work provided hereunder (excluding Gifts from Lennar pursuant to Section 18), to influence any decision, or to gain any other advantage for Lennar or Contractor. Contractor shall not (a) enter into any business arrangement with any partner or employee of Lennar, or any affiliate of same other than one acting in a capacity as a representative of Lennar or such affiliate in accordance with this Agreement and with the prior written approval of Lennar or (b) engage in any employment or enter into any contract or agreement that conflicts with Contractor's obligations under this Agreement. In the event of a violation of this Section, Contractor shall pay to Lennar any and all amounts received by Contractor or any other individual or entity described above, however, such payment shall not limit, or operate as a waiver of, any other legal or equitable rights which Lennar may have against Contractor at law, in equity, or under this Agreement. Due to the nature of this transaction and the potential exposure to various forms of fines, penalties, sanctions and other damages to Lennar's business and reputation, all of which are, at the date of executing this Agreement, impractical and extremely difficult to ascertain in advance, Lennar and Contractor agree that if Lennar terminates this Agreement due to the breach of this Section, then, as the monetary remedy for such breach and at Lennar's election and, as liquidated damages and not as a penalty, Contractor agrees that Contractor shall not be paid any amounts billed but unpaid for Contractor's compensation for Work completed prior to the termination date, as provided in Section 13. This provision shall not be construed as a waiver of Lennar's right to obtain temporary or permanent injunctive relief for any breach or threatened breach by Contractor of this Section. In addition to the remedies available under this Section, and at Lennar's election, Lennar shall also be entitled to injunctive remedies for breach of this Section, including without limitation, rescission.

20. STANDARDS OF BUSINESS ETHICS: Contractor represents that it has not and will not receive or give gifts or gratuities, nor participate in any other conduct in connection with this Agreement or any Purchase Order that violates the Standards of Business Ethics and Conduct of Lennar ("Lennar's Business Ethics") (see www.Lennar.com). Should any employee of Lennar or any of its Trade Partners engage in any conduct which Contractor believes is in violation of Lennar's Business Ethics, Contractor shall immediately notify Lennar's representatives in writing at the address provided herein. Violation of Lennar's Business Ethics by Contractor shall be deemed a material breach of this Agreement by Contractor.

21. MISCELLANEOUS:

21.1 Lennar and Contractor acknowledge that they have read, understand, and have had the opportunity to be advised by legal counsel of their own choosing as to each and every one of the terms, conditions, and restrictions and the effect of all the provisions of this Agreement. Lennar and Contractor agree that the provisions shall not be construed more strictly against the party who prepared the document.

21.2 Neither this Agreement nor any Work to be performed under any Purchase Order, nor the right to payment under this Agreement shall be assigned by Contractor without the written consent of Lennar, which consent may be withheld at Lennar's sole discretion.

21.3 This Agreement may be assigned by Lennar to any mortgagee or subsequent owner of the project who assumes Lennar's obligations under this Agreement. Contractor shall perform the Work and fulfill its obligations hereunder for the benefit of such assignee, so long as the assignee is making proper payment to Contractor. In the event of such assignment, Lennar shall be relieved of all liability accruing after such assignment. This Agreement shall be binding on the successors, heirs, and permitted assigns of the parties.

21.4 This Agreement, the attached Scope of Work and the Purchase Order(s) issued by Lennar to Contractor embody the entire agreement between Lennar and Contractor and supersede any prior understandings or oral or written agreements between the parties. This Agreement, including this provision, cannot be amended except by written instrument executed by Lennar and Contractor. Invalidation of any term or condition of this Agreement by judgment, arbitration award or court order or otherwise shall not affect the validity or enforceability of the remaining terms and conditions.

21.5 All notices given under this Agreement shall be in writing personally delivered or mailed certified or registered return receipt requested postage prepaid. Notices to Lennar and Contractor shall be sent to the addresses noted in this Agreement. Either party may change the address at which it will receive notice by giving written notice in accordance with this provision.

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21.6 If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect provided that the economic and legal substance of the transactions contemplated is not affected in any manner materially adverse to any party. In the event of any such determination, the parties agree to negotiate in good faith to modify this Agreement to fulfill as closely as possible the original intent and purposes hereof. To the extent permitted by law, the parties hereby to the same extent waive any provisions of law that renders any provision hereof prohibited or unenforceable in any respect.

21.7 In no event shall either party be entitled to any interest on any sum due hereunder in excess of that permitted by applicable law. Notwithstanding anything to the contrary herein, any reference herein to interest accruing on any sum due hereunder shall be deemed to be the lower of: the interest rate stated herein or the maximum rate allowed by law.

21.8 TIME IS OF THE ESSENCE OF THIS AGREEMENT. Any covenants, terms and conditions of a continuing nature shall survive final payment, completion, and acceptance of the Work under this Agreement and any applicable Purchase Order and any termination or conclusion of this Agreement and Contractor has taken into consideration and made allowances for all the hindrances and delays incident to its Work.

21.9 This Agreement shall be deemed entered into in the state where the Project or job site is located and shall be interpreted and applied in accordance with the laws of the state where the Project or job site is located.

21.10 Contractor agrees to perform all of its obligations in strict accordance with the terms of this Agreement and in strict accordance with any contract and/or agreement between Lennar and any owner of the property being improved, and in complete satisfaction of such contract and/or agreement between Lennar and such owner. Such contract and/or agreement, to the extent applicable to Contractor's Work, shall be deemed to be a part of this Agreement.

21.11 The venue for any disputes between Lennar and Contractor shall be as follows: (1) Third Party Actions – if Lennar is involved in litigation or arbitration with a third party and Lennar or any other party joins Contractor as a party to the litigation or arbitration, Contractor consents to be joined in that same venue; (2) Other Actions or Disputes – in all other situations, venue shall be in the state or federal court located in the state and county where the Project is located.

21.12 Upon reasonable notice, at reasonable times, and at Lennar's cost, Lennar or a third-party retained by Lennar shall have the right to access and audit Contractor's books, records and documentation for the purpose of auditing Contractor's performance of its obligations under this Agreement or Purchase Order. Contractor shall cooperate by identifying and gathering documentation relating to Contractor's performance of its obligations.

21.13 Contractor shall, upon Lennar's request and at Contractor's cost, provide training to Lennar and its Trade Partners as to any product or service provided by Contractor. Contractor and Lennar shall reasonably cooperate in choosing the time, place and frequency of such training.

21.14 To the extent of any conflict or inconsistency between the terms and conditions of the documents set forth below, whether existing or entered into at a later date, the documents shall prevail and take precedence in the order listed below:

a. This Agreement;
b. Any Purchase Order;
c. Any other agreements between Contractor and Lennar.

21.15 By signing below, the undersigned certifies that he or she is authorized to execute this Agreement and is taking this action with full authority from the principal.

21.16 This Agreement may be executed in any number of counterparts, a complete set of which shall be deemed to be an original and all of which together shall comprise but a single instrument. Signatures may be given via facsimile transmission and shall be deemed given as of the date of the transmission of this Agreement by facsimile to the other party.

21.17 Contractor acknowledges and understands that all information relating in any way to Lennar or its business or affairs, whether written or oral, obtained by Contractor in connection with the Work provided as part of this Agreement or otherwise and any information regarding the nature and extent of this Agreement ("Confidential Information"), shall, unless otherwise specified by Lennar in writing be deemed confidential. Contractor acknowledges and understands that Contractor's unauthorized disclosure of any Confidential Information would be extremely prejudicial to Lennar.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CONTRACTOR: GUARANTEED FRAMING LLC

By (Signature): [signature]

Title: MEMBER Date: 5/15/2007

Address: 3125 ASHLEY PHOSPHATE RD # 117

N. CHARLESTON SC 29418

<ENTER APPLICABLE LENNAR AFFILIATE>

By: [signature]

Name: Reuben B Eseli

Title: Director Of Purchasing

Address: _____

SCHEDULE A - PURCHASE ORDER

Date: 5/15/2007 Purchase Order Number: _____

Contractor agrees to supply all labor, equipment, material, goods and/or services required to perform the Work set forth below and as otherwise provided in, and in strict accordance with, the Contractor Base Agreement. Contractor's obligations shall include, without limitation, any related or incidental labor, material, equipment or services required to satisfy its obligations or any obligations reasonably inferable thereto, as well as any addenda or modifications issued subsequent to the date of the Contractor Base Agreement and this Purchase Order. The terms and conditions of the Contractor Base Agreement executed between Lennar and Contractor are incorporated herein, including any schedules, attachments and exhibits to the Contractor Base Agreement.

Contractor: GUARANTEED FRAMING LLC

Cost Code: _____

Community: _____

Address/Legal Description of Project: _____

_____

Scope of Work: Contractor shall provide all labor, material, equipment and services as described below and as more fully described in Exhibit "A" attached hereto (the "Work") and in conformance with the Contractor Base Agreement and any schedules, attachments and exhibits to the Contractor Base Agreement (the "Contract Documents").

_____

_____

_____

_____

Price/Payment: Contractor agrees to perform the Work for [choose one only]:

☐ The lump sum of $ _____.

☐ A unit price of $_____ per _____.

☐ Cost Plus a Fee with a Guaranteed Maximum Price ("GMP") of $_____. The Fee portion of the GMP shall equal either [*choose one only*] _____% of the Cost of the Work (see Schedule E), or $_____. This Agreement shall also be subject to the terms and conditions set forth in Schedule E.

☐ Other: _____

_____

_____

_____

Schedule: *Time is of the essence for Contractor's obligations herein.* Contractor shall complete performance of the Work not later than (i) the ____ day of _____, 20___, or (ii) _____

_____.

Execution: This Purchase Order shall be subject to cancellation at Lennar's option unless three (3) executed copies are returned to Lennar's home office by _____.

This Purchase Order is made between Lennar and Contractor for the performance of the Scope of Work described herein and in accordance with the requirements of the Contract Documents. Contractor acknowledges receipt of an executed copy of the Contractor Base Agreement. Contractor has read, understands and agrees to be bound to the terms of this Purchase Order, the Contractor Base Agreement, any schedules, attachments or exhibits to the Contractor Base Agreement, and any special or supplemental conditions attached to any of these documents.

CONTRACTOR	LENNAR
[Company]	<ENTER APPLICABLE LENNAR AFFILIATE>
By: Silvio V. Baptista	By: Tricia B Early
Name: SILVIO BAPTISTA	Name: Tricia B Early
Title: MEMBER	Title: VP
Date: 5/15/2007	Date: 5/17/07

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EXHIBIT A: CONTRACTOR'S SCOPE OF WORK

Contractor agrees to perform the Work listed below, as well as any work reasonably inferable from the Work, in strict accordance with the applicable Plans and Specifications, this Agreement and other legal requirements of any type.

- ☐ All Site Work including but not limited to: _____
- ☐ All Utilities Work including but not limited to: _____
- ☐ All Paving and Street Work including but not limited to: _____
- ☐ All Pad Preparation Work including but not limited to: _____
- ☐ All Slab, Flatwork and other Concrete Work including but not limited to: _____
- ☐ All Plumbing Work including but not limited to: _____
- ☐ All Electrical Work including but not limited to: _____
- ☐ All HVAC Work including but not limited to: _____
- ☑ All Rough Framing Work including but not limited to: SEE ADDENDUM # 1 AND # 2
- ☑ All Finished Framing Work including but not limited to: SEE ADDENDUM # 2 AND # 1
- ☐ All Exterior Cladding Work including but not limited to: _____
- ☐ All Window Work including but not limited to: _____
- ☐ All Roofing Work including but not limited to: _____
- ☐ Flooring Work including but not limited to: _____
- ☐ Cabinetry Work including but not limited to: _____
- ☐ Painting and Finishes Work including but not limited to: _____

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SCHEDULE B – [UNCONDITIONAL/CONDITIONAL] LIEN WAIVER AND RELEASE

[PRIOR TO ATTACHING SCHEDULE B, LENNAR DIVISION TO RETRIEVE APPROPRIATE SCHEDULE B FROM LENNAR PORTAL OR CONTACT LENNAR LEGAL REGARDING APPROPRIATE SCHEDULE B]

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SCHEDULE C - INSURANCE REQUIREMENTS

(PRIOR TO ATTACHING SCHEDULE C, LENNAR DIVISION TO RETRIEVE APPROPRIATE SCHEDULE C FROM LENNAR PORTAL OR CONTACT LENNAR RISK MANAGEMENT REGARDING APPROPRIATE SCHEDULE C)

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SCHEDULE D – JOB RULES

1. Notwithstanding any contrary language in any agreement between Contractor and any third person, including any labor organization, neither Contractor nor any Subcontractor shall allow any person access to the job site unless they are directly and actively engaged in the performance of the Work. No unauthorized persons (e.g. members of the general public, off-duty employees, family members, solicitors, visitors, vendors, sales persons, officials of labor organizations, prospective homeowners, etc.) shall be allowed on the Project or job site without Lennar's written consent. Access by any unauthorized person shall be considered unlawful trespass and a material breach of this Agreement.

2. Hard-hats, eye and hearing protection, proper scaffolding, equipment safety devices, and all other appropriate clothing and safety devices are required at all times and in all locations at the Project or job site for Contractor and any Subcontractor. If Contractor observes any other contractor violating this requirement, Contractor shall immediately report such violation to Lennar.

3. CONSUMPTION OF ALCOHOL OR ILLEGAL SUBSTANCES EITHER BEFORE OR DURING PERFORMANCE OF THE WORK IS CAUSE FOR IMMEDIATE SUSPENSION OF WORK AND TERMINATION OF THIS AGREEMENT. Contractor shall not allow any person acting by, through or under Contractor to be on the construction site or perform any part of the Work (a) while under the influence of alcohol or any drugs or controlled substances, or (b) if there is (i) any suspicion of alcohol or drug use, possession, or impairment involving such employees, agents, or Subcontractors, or (ii) an incident where drug or alcohol use could have been a contributing factor. Lennar may require Contractor to remove any person that Lennar reasonably suspects is in any way impaired and, in such case, such person may only be considered for return to work after Contractor certifies as a result of a for-cause test, conducted immediately following removal, that person was in compliance with this Agreement. Contractor shall not allow on the job site any person that either refuses to take, or tests positive in, any alcohol or drug test. Lennar may, without prior notice, search or require Contractor to search the person, possessions, and vehicles of any person acting by, through or under Contractor that are on the job site or any premises owned, controlled, or managed by Lennar. Any person who refuses to cooperate with such search will be immediately removed from the premises and not allowed to return. Contractor will comply with all applicable federal, state, and local drug and alcohol related laws and regulations (e.g., Department of Transportation regulations, Department of Defense Drug-Free Workforce Policy, Drug-Free Workplace Act of 1988). Lennar may perform unannounced audits of Contractor's alcohol and drug program to verify that Contractor's policy and its enforcement are acceptable to Lennar. In addition, possession of alcohol, drugs, illicit or unprescribed controlled substances, firearms, explosives, weapons, and hazardous substances or articles is not permitted on the job site or other premises owned, controlled, or managed by Lennar. Lennar does not warrant or represent that Contractor's policy meets the requirements of any applicable law, code, rule or regulation, nor does Lennar warrant that the proper enforcement of Contractor's policy will ensure that no accidents or injuries will occur. In addition, any action taken or not taken by Lennar under this Paragraph shall not diminish or affect (i) any of Contractor's obligations under applicable law or this Agreement, or (ii) Contractor's status as an independent contractor.

4. Contractor and its employees, agents, subcontractors and suppliers shall not speed or otherwise operate their automobiles in a dangerous or offensive manner within the Lennar Community, and shall otherwise comply with all traffic laws, ordinances, rules or regulations. The speed limit within the Lennar Community is 5 MPH.

5. No vehicles may be parked on finished lots, finished driveways, or in garages. No vehicles may be left on the job site overnight.

6. Lennar will provide portable toilet facilities for the use of Contractor's employees. Use of bathroom facilities in model or production homes is prohibited.

7 No eating, drinking or smoking is permitted at any job site at any time. Shoes must be removed prior to entering any carpeted home.

8. Contractor's personnel shall not set tools, machinery, materials, or trash on any countertops, bathtubs, vinyl or ceramic areas.

9. Contractor shall not perform any additional work for any of Lennar's homebuyers or prospective homebuyers without prior written approval from an officer of Lennar at the office address listed in this Agreement. Non-approved work will be removed or replaced at Contractor's expense. Continued violation of this rule may result in the termination of this Agreement.

10. Neither Contractor nor any Subcontractor shall, without specific prior written authorization of Lennar's Regional President, give or receive any commission, fee, rebate, gift, loan or anything else of value to (a) any person or entity, including without limitation any agent or employee of a governmental authority, in connection with or as a result of Contractor's Work provided hereunder, to influence any decision or gain any other advantage for Lennar or Contractor, or (b) any agent or employee of Lennar. Neither Contractor nor any Subcontractor shall, without prior written authorization of Lennar's Regional President, enter into any business arrangement with any agent or employee of Lennar, or any affiliate of any agent or employee of Lennar. No agent or employee of Lennar is authorized to engage in any employment or enter into any contract or agreement that conflicts with Contractor's obligations under this Agreement. Contractor shall immediately notify the Lennar Legal Department in Miami, Florida, if any agent or employee of Lennar requests or suggests that Contractor provide anything of value in violation of this Paragraph, or should Contractor believe or have reason to believe that an agent or employee of Lennar expects to receive, directly or indirectly, anything of value.

REVISED 11/30/

SCHEDULE E – COST PLUS A FEE WITH A GUARANTEED MAXIMUM PRICE

The following terms and conditions shall apply only if Lennar and Contractor have agreed that Contractor's Work will be done as a Cost Plus a Fee with a Guaranteed Maximum Price. In such event, Lennar and Contractor agree as follows:

1 The sum of the Cost of the Work (see Section 2 below) plus the Contractor's Fee (see Schedule A) is guaranteed by Contractor to not exceed the Guaranteed Maximum Price ("GMP") set forth in Schedule A, subject to additions or deletions by Change Order executed between Lennar and Contractor. Contractor remains obligated to complete its Work, even if the costs in doing so would be greater than the GMP.

2 The term "Cost of the Work" shall mean costs necessarily incurred by Contractor in the proper performance of the Work, and shall not be higher than the standard paid at the place of the Project. The Cost of the Work shall only include the items set forth in this paragraph 2.

a. Labor Costs:
   i. Wages of Contractor's workers directly employed at the Project site.
   ii. Wages or salaries of Contractor's supervisory personnel (a) working at the Project site and with Lennar's approval, and (b) when engaged elsewhere in expediting the production of transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.
   iii. Costs paid or incurred by the Contractor for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Section 2.a.i and 2.a.ii above.

b. Subcontract Cost: Payments made by Contractor to its subcontractors in accordance with the requirements of the subcontracts.

c. Costs of Materials/Equipment Incorporated Into The Work: Costs, including transportation and storage, of (a) materials or equipment incorporated or to be incorporated into the completion construction, and (b) reasonable waste and spoilage of such materials or equipment. All salvage value shall inure to Lennar's benefit and shall be a deduction from the Cost of the Work.

d. Costs of Other Materials/Equipment/Temporary Facilities/Related Items
   i. Costs, including transportation and storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers. All salvage value shall inure to Lennar's benefit and shall be a deduction from the Cost of the Work.
   ii. Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers. Rental rates shall be reasonable and subject to Lennar's prior approval.
   iii. Costs of debris removal from site.
   iv. Costs of copying, facsimiles, long-distance telephone calls, postage, and telephone service at the Project site.
   v. Reasonable expenses of Contractor's personnel when traveling in discharge of Contractor's duties under this Agreement.
   vi. Costs of materials or equipment stored offsite and subject to Lennar's prior approval.

e. Miscellaneous
   i. The portion of insurance and bonds directly attributable to the Work.
   ii. Sales, use or similar taxes imposed by a governmental authority and directly attributable to the Work.
   iii. Fees and assessments for all required building permits, licenses (excluding any Contractor's License) and inspections.
   iv. Laboratory tests (excluding any tests of defective or nonconforming Work).
   v. Royalties and license fees paid for using a design, process or patent that was required by Lennar; the cost of defending suits or claims for patent infringement for such designs, processes or patents; and costs of any settlement or judgment arising from such suit or claim.
   vi. Data processing costs directly related to the Work.
   vii Other costs incurred in the performance of the Work if approved in writing by Lennar prior to the cost being incurred.
   viii. Costs due to emergencies incurred by Contractor in preventing damage, injury or loss to the Project or persons working at the Project site.

3. The term "Cost of the Work" shall not include the following costs and shall not be reimbursed by Lennar:
a. Unless otherwise provided in Section 2.a.ii, salaries or other compensation of any personnel stationed at offices other than the Project site.
b. Costs associated with Contractor's principal office or other offices other than the Project site.
c Overhead and general expenses, except as specifically included in Section 2.
d Rental costs of machinery or equipment, except as specifically included in Section 2
e. Any costs incurred because of the negligence or failure of either Contractor or anyone acting by, through or under Contractor to perform any obligation in this Agreement or as otherwise required by law
f Any costs of any type or nature which would cause the GMP to be exceeded.

4 Applications for Payment.
a In addition to other requirements and conditions of payment set forth in this Agreement, Contractor submit with each application for payment documentation which establishes the Cost of the Work incurred by Contractor for the payment period, including without limitation, payroll records, invoices, receipts, checks vouchers payment applications from Contractor's subcontractors or suppliers, purchase orders, and other records or documentation
b Each application for payment shall be based on the most recent schedule of values for such other measurement as is mutually agreed to by Lennar and Contractor) submitted by Contractor pursuant to this Agreement. The schedule of values shall allocate the entire GMP among the various portions of the Work, with Contractor's Fee shown as a separate line item. The schedule of values may be rejected by Lennar if Contractor fails to provide data to substantiate its accuracy. The schedule of values shall be utilized as the basis for payments to Contractor.
Each application for payment shall show the percentage completion of each portion of the Work [illegible] Lennar reject Contractor's proposed percentage completion, Contractor shall revise its application for payment [illegible] agreement with Lennar's requirements.
c Subject to the other provisions of this Agreement, the amount of each progress payment shall be [illegible] as follows:
   i. That portion of the GMP properly allocable to completed Work as determined by the [illegible] percentage of completion of each portion of the Work by the share of the GMP allocated to [illegible] the Work in the approved schedule of values;
   ii. Any additional portion of the GMP properly allocable to materials and equipment delivered and [illegible] at the subject site for ultimate incorporation into the Work;
   iii. [illegible] writing by Lennar, add that portion of the GMP allocable to [illegible]

INTL _____ REVISI[illegible]

v 1-4-06

stored off the Project site;

iv. Add the Contractor's Fee earned to date (based on a percentage of the Cost of the Work incurred to date bears to the GMAX);

v. Subtract the retainage amount, if any;

vi. Subtract the total of all previous payments made to Contractor; and

vii. Subtract amounts for (i) erroneous or unsubstantiated costs identified from early applications for payment, or (ii) other previous payments or portions of payments that should not have been made under the terms of this Agreement.

8. Accounting Records. Contractor shall keep complete and detailed records and documentation to account for all Costs of the Work. Contractor's accounting and control systems shall be to Lennar's satisfaction. Lennar and Lennar's accountants may, at any time, inspect or audit the Contractor's records and documentation, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to Contractor's Work. Contractor shall keep all of the foregoing and make same available for inspection at no cost to Lennar for a period of three (3) years after final payment or such other longer period as is required by law.

Guaranteed Framing, LLC

QUALITY FRAMING, SEVEN DAYS A WEEK

ADDENDUM # 1

May 15, 2007

Lennar Homes of Charleston,
1941 Savage Rd,
Charleston, SC 29407

Framing Proposal

Hereunder, please find the breakdown of the work we propose to perform on the abovementioned project.

Framing Scope of Work

- Sub floor Installation
- Complete Wall Framing Installation
- Roof Framing Installation
- Roof Sheathing Installation
- Felt Underlayment Installation
- Subfacia Installation
- Deadwood Installation
- Fire Blocking Installation
- Floor System Installation
- 2003 IRC Compliant Anchor Installation
- Daily Jobsite Cleanup

We propose to frame houses in **Birkdale, Tranquil Hill, The Glen, Bacon Plantation and Wentworth Hall subdivisions at a Labor Only rate of $2.60 per sq. ft. for heated and unheated areas.** We will supply all nails required to do the framing work.

We propose to frame houses in **Hunt Club subdivisions at a Labor Only rate of $2.85 per sq. ft. for heated and unheated areas.** We will supply all nails required to do the framing work.

Sincerely,

Silvio Baptista

Guaranteed Framing LLC

3125 Ashley Phosphate Rd. Ste 117 North Charleston, SC 29418
Tel: (843) 225--9823 Fax (843) 225-9824 www.gframing.net

Guaranteed Framing, LLC

QUALITY FRAMING, SEVEN DAYS A WEEK

ADDENDUM # 2

May 15, 2007

Lennar Homes of Charleston,
1941 Savage Rd,
Charleston, SC 29407

Framing Proposal – Extra Work

Birkdale, Tranquil Hill, The Glen, Bacon Plantation and Wentworth Hall, Hunt Club

Hereunder, please find the breakdown of the extra work we propose to perform on the abovementioned projects.

Extra Work

• Screw Down Subfloor	Rate: $150.00 per house
• Install Tyvec	Rate: $ 80 per Roll
• Install Bolts – Labor Only	Rate: $ 5 per Bolt
• Install Bolts – Turnkey	Rate: $ 10 per Bolt

Sincerely,

Silvio Baptista

Guaranteed Framing LLC

3125 ASHLEY PHOSPHATE RD. STE 117 NORTH CHARLESTON, SC 29418
TEL: (843) 225-9823 FAX (843) 225-9824 WWW.GFRAMING.NET

Scope of Work Contractor
Schedule A to Contractor Base Agreement

General

- Contractor/supplier shall provide a 24-hour emergency service 7 days a week.
- Contractor/supplier shall respond to emergencies within four hours of initial call via phone. All repair work is to be completed within twenty-four hours of the initial call.
- The following job site rules must be adhered to by the contractor/supplier:
  - No vehicles permitted on driveways, flatwork, or in garages.
  - No parking in alleys.
  - No eating, smoking, or loud music inside any home.
  - All trash to be placed in designated area. Area to be kept clean. Homes swept clean.
  - No appliances or toilet facilities are to be used inside the homes.
  - Work is only allowed when the Construction Manager is in the community.

  A fine of $50.00 for the first offense and $100.00 for the second offense will be charged for violation of any of these rules. These fines will be collected by way of back charge from the contractor/supplier's check. Further violations will be subject to further fines and/or dismissal of contractor/supplier.
- No alcoholic or controlled substances in the community. A fine of $100.00 for the first offense will be charged for violation of this rule. This fine will be collected by way of back charge from the contractor/supplier's check. Any further violation of this rule will be subject to dismissal of contractor/supplier.
- It is the responsibility of your company to obey and observe safety regulations as set forth by O.S.H.A. while performing work for Lennar Homes. Any fines levied due to non-compliance of O.S.H.A. regulations by contractor/supplier or contractor/supplier's agents will be the sole responsibility of the contractor/supplier and will be charged back to the contractor/supplier accordingly. Lennar Homes will also impose fines for safety violations. The amount of these fines will vary on the violations and the number of offenses.
- There will be no partial payment for incomplete work.
- Contractor is required to have a current Contractor Base Agreement, Schedule A, Schedule B and Schedule C to the Contractor Base Agreement on file prior to starting any work.

Contractor/Supplier Signature

5/15/2007
Date

12/29/05

SERVICE COMMITMENT

In order to provide exceptional customer service, Lennar Homes enforces the following rules for service.

- **Be on time for appointments. If delays occur, call and inform the Customer Care Representative to allow them to notify the homeowner and reschedule.**
- **Park on the street, not on the homeowner's driveway.**
- **Remove shoes when performing interior work.**
- **No smoking inside of home.**
- **Have necessary materials and tools to perform needed work.**
- **Clean up any dust, debris, or scraps left by the work.**

Signed

SILVIO BAPTISTA
Printed Name

GUARANTEED FRAMING LLC
Company Name

20-0355387
Social Security Number or Federal ID#

5/15/2007
Date

12/29/05

ADDENDUM "A"
TO SUBCONTRACTOR BASE AGREEMENT
STORM WATER COMPLIANCE

The provisions of this Addendum are hereby incorporated into the Subcontractor Base Agreement dated 05/15/2007 **by and between Lennar Carolinas, LLC. ("Contractor") and** Guaranteed Framing LLC **("Subcontractor").**

Subcontractor shall comply with Contractor's Storm Water Pollution Prevention Plan ("SWPPP"), applicable storm water permit ("Permit"), and Contractor's Storm Water Compliance Guidelines ("Guidelines"). Subcontractor shall implement the Best Management Practices ("BMPs"), set forth in the SWPPP, for any work that it performs on the job site. A copy of the SWPPP, Guidelines and Permit are available at the construction office. Contractor shall be entitled to recover from Subcontractor all fines, fees, expenses and other penalties assessed by any governmental body due to Subcontractor's violation of the Permit or its obligations herein. SUBCONTRACTOR HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS CONTRACTOR FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, ATTORNEYS' FEES, EXPENSES, OR LIABILITIES OF ANY TYPE OR NATURE, INCLUDING WITHOUT LIMITATION, ANY AND ALL FINES OR OTHER PENALTIES, CIVIL OR CRIMINAL, ARISING OUT OF ANY VIOLATION OF THE PERMIT OR ANY OF SUBCONTRACTOR'S OBLIGATIONS HEREIN, CAUSED IN WHOLE OR IN PART, BY THE WRONGFUL ACTS OR OMISSIONS OF SUBCONTRACTOR, OR OTHERWISE CAUSED IN WHOLE OR IN PART BY SUBCONTRACTOR'S FAILURE TO COMPY WITH THE OBLIGATIONS IN THIS PARAGRAPH. Subcontractor acknowledges that failure to adhere to the requirements of the SWPPP, Guidelines or Permit constitutes a material default of its contractual obligations herein, and Contractor may, without prejudice to any other right or remedy, remove Subcontractor from the job site, terminate this Contract, and retain a separate subcontractor to complete Subcontractor's obligations in this contract (the "Completion Subcontractor"). In the event of termination, subcontractor shall be entitled to receive no further monies unless and until the Subcontractor's scope of work is completed by the Completion Subcontractor.

CONTRACTOR: LENNAR CAROLINAS, LLC.	SUBCONTRACTOR: GUARANTEED FRAMING LLC
By:	By:
Name: Teresa B Cobb	Name: SILVIO BAPTISTA
Title: OP	Title: MEMBER
Date: 5/17/07	Date: 5/15/2007

12/29/04

ADDENDUM "B"
TO SUBCONTRACTOR BASE AGREEMENT
Customer Appreciation Gifts or Events

The provisions of this Addendum are hereby incorporated into the Subcontractor Base Agreement dated 5/15/2007 **by and between Lennar Carolinas, LLC. ("Contractor") and** Guaranteed Framing LLC **("Subcontractor").**

Because Lennar appreciates the efforts of its subcontractors and their employees, Lennar periodically gives its subcontractors and subcontractors' employees' customary and nominal tokens of its appreciation, such as, without limitation, logo and non-logo apparel, rounds of golf, spa days, meals, materials and other "customer appreciation" gifts or outings. Subcontractor acknowledges and agrees that Lennar's giving such tokens of appreciation to Subcontractor or Subcontractor's employees is customary in the industry and does not constitute an attempt to improperly influence Subcontractor or Subcontractor's employees and does not and will not give rise to any claims for civil or criminal misconduct. Lennar fully understands that as a consequence of accepting and tokens of appreciation from Lennar, Subcontractor or Subcontractor's employees will be under no obligation to Lennar other than those contained in this Subcontract Agreement. In order to ensure that Subcontractor is aware of this practice, Subcontractor expressly agrees that Lennar may, at Lennar's sole discretion, without any obligation on the part of Lennar and without further notice to Subcontractor, provide similar tokens of appreciation to Subcontractor or Subcontractor's employees without the need to obtain additional written or verbal consent from Subcontractor.

CONTRACTOR: LENNAR CAROLINAS, LLC.	SUBCONTRACTOR: GUARANTEED FRAMING LLC
By:	By:
Name: Wes B Eads	Name: SILVIO BAPTISTA
Title: VP	Title: MEMBER
Date: 5/17/07	Date: 5/15/2007

12/29/04

ADDENDUM "D"
TO SUBCONTRACTOR BASE AGREEMENT
No Gifts

The provisions of this Addendum are hereby incorporated into the Subcontractor Base Agreement dated 5/15/2007 **by and between Lennar Carolinas, LLC. ("Contractor") and** Guaranteed Framing LLC **("Subcontractor").**

Neither Subcontractor nor any partner, director, employee, or agent of Subcontractor shall, without specific written authorization of Contractor, give or receive from any commission, fee, rebate, gift or loan of significant cost or value to any person or entity in connection with or as a result of Subcontractor's Work provided hereunder (excluding Gifts from Contractor pursuant to Addendum "B" to Subcontractor Base Agreement), including, without limitation, to any officer or employee of any government, department, agency or instrumentality, to influence any decision, or to gain any other advantage for Contractor or Subcontractor. Subcontractor shall not (a) enter into any business arrangement with any partner or employee of Contractor, or any affiliate of same other than one acting in a capacity as a representative of Contractor or such affiliate in accordance with this Agreement and with the prior written approval of Contractor or (b) engage in any employment or enter into any contract or agreement that conflicts with Subcontractor's obligations under this Agreement. In the event of a violation of this Addendum "D" to Subcontractor Base Agreement, Subcontractor shall pay to Contractor any and all amounts received by Subcontractor or any other individual or entity described above, however, such payment shall not limit, or operate as a waiver of, any other legal or equitable rights which Contractor may have against Subcontractor at law, in equity, or under this Agreement. Due to the nature of this transaction and the potential exposure to various forms of fines, penalties, sanctions and other damages to Contractor's business and reputation, all of which are, at the date of executing this Agreement, impractical and extremely difficult to ascertain in advance, Contractor and Subcontractor agree that if Contractor terminates this Agreement due to the breach of this Addendum "D" to Subcontractor Base Agreement, then, as the a monetary remedy for such breach and at Contractor's election and, as liquidated damages and not as a penalty, Subcontractor agrees that Subcontractor shall not be paid any amounts billed but unpaid for Subcontractor's compensation for Work completed prior to the Termination Date. This provision shall not be construed as a waiver of Contractor's right to obtain temporary or permanent injunctive relief for any breach or threatened breach by Subcontractor of this Subcontractor Base Agreement. In addition to the remedies available under Addendum "D" to Subcontractor Base Agreement, and at Contractor's election, Contractor shall also be entitled to all available remedies in law or in equity for breach of this Subcontractor Base Agreement, including, but not limited to rescission, actual and/or consequential damages.

CONTRACTOR: LENNAR CAROLINAS, LLC.	SUBCONTRACTOR: GUARANTEED FRAMING, LLC
By: [signature]	By: [signature]
Name: Teresa B Ezell	Name: SILVIO BAPTISTA
Title: DOP	Title: MEMBER
Date: 5/17/07	Date: 5/15/2007

Lennar Carolinas, LLC.
Acknowledgement of Independent Contractor Status

The undersigned has contracted on a temporary non-exclusive basis to provide services for the benefit of LENNAR CAROLINAS, LLC. The undersigned acknowledges, agrees and understands that it is an independent contractor and not an employee of LENNAR CAROLINAS, LLC. The undersigned will provide or purchase at its own expense all equipment necessary to perform the required services. The undersigned agrees not to represent to customers of LENNAR CAROLINAS, LLC. that it is an employee of LENNAR CAROLINAS, LLC. LENNAR CAROLINAS, LLC. will not withhold any sums from payments to the undersigned for payment of any state or federal income taxes. The undersigned acknowledges and agrees that it is not entitled to coverage under LENNAR CAROLINAS, LLC.'s Workers' Compensation Insurance policy, and the undersigned acknowledges and agrees to maintain Workers' Compensation Insurance for all its employees. The undersigned agrees that it will be solely responsible and liable for payment of any state or federal income taxes. The undersigned is also solely responsible for any medical or death benefits which it may wish to maintain. In the event that you are uninsured, contractor hereby acknowledges that it is not covered under LENNAR CAROLINAS, LLC.'s general liability insurance.

Signed

SILVIO BAPTISTA
Printed Name

GUARANTEED FRAMING LLC
Company Name

3125 ASHLEY PHOSPHATE RD STE 117
Address

N. CHARLESTON SC. 29418
City, State, Zip Code

20- 0355327
Social Security Number or Federal ID#

5/15/2007
Date

12/29/05

ADDENDUM "E"
TO SUBCONTRACTOR BASE AGREEMENT
Immigration

The provisions of this Addendum are hereby incorporated into the Subcontractor Base Agreement dated 5/15/2007 by and between Lennar Carolinas, LLC. ("Contractor") and Guaranteed Framing LLC ("Subcontractor").

Subcontractor specifically warrants and agrees it (i) shall not knowingly hire or continue to employ aliens not authorized to work in the United States, (ii) has and shall continue to verify the employment documentation specified in the Immigration Act, and (iii) has and shall properly complete and retain the Immigration and Naturalization Service's Form I-9 for all its employees covered by the Immigration Act. Subcontractor agrees to defend, indemnify and hold Contractor free and harmless from and against any claims or charges asserted or filed against and any judgments, fines, penalties and assessments entered against Contractor arising from or as the result of the employment or engagement of any person inconsistent with the forgoing promises or the laws of the United States. In addition, should Subcontractor fail to comply with this Addendum, Contractor shall have the right to rescind this Agreement and/or declare Subcontractor in default under this Agreement and as a result Contractor will be entitled to all direct, indirect, consequential, impact, or other costs, expenses, or damages, included but not limited to costs, loss of organization, lost profits, or attorneys' fees arising out of or as a result of Subcontractor's breach of this Section. Furthermore, at Contractor's sole discretion and as a monetary remedy for such breach, Contractor may, as liquidated damages and not as a penalty, withhold all or any portion of payments owed to Subcontractor for any work completed but unpaid prior to Subcontractor's breach.

CONTRACTOR: LENNAR CAROLINAS, LLC.	SUBCONTRACTOR: GUARANTEED FRAMING LLC
By:	By:
Name: Teresa B Ewold	Name: SILVIO BAPTISTA
Title: AVP	Title: MEMBER
Date: 5/17/07	Date: 5/15/2007

EXHIBIT 42

TO EXHIBIT A – AFFIDAVIT OF ROBERT MAUCH

LENNAR [EAST and CENTRAL REGION HOMEBUILDING]

MASTER TRADE PARTNER AGREEMENT

(Labor Only)

CONTRACTOR'S STATE LICENSE No: 728102

DIVISION OFFICE: Coastal Carolinas - Regional Operations Center

CONTRACT NO: _____

THIS MASTER TRADE PARTNER AGREEMENT (hereinafter referred to as the "Agreement"), is made and entered into at CHARLESTON, SC, on August 6, 2015 by and between LENNAR CAROLINAS, LLC a LIMITED LIABILITY COMPANY whose address is 1941 SAVAGE ROAD SUITE 100-C CHARLESTON, SC.29407 ("Lennar") and **Guaranteed Framing, LLC, a Limited Liability Company** whose address is **668 Marina Drive Suite A-3 Charleston, South Carolina 29492**, telephone number **843-725-4050** ("Subcontractor").

1. **SCOPE OF WORK/PRICING**: Subcontractor shall provide labor, equipment and/or other services in such location(s) and under such terms and conditions as Lennar shall deem necessary (the "Work") as indicated in one or more purchase orders (each hereinafter referred to as a "PO") received by Subcontractor (electronically through Supplypro® or otherwise), upon receipt and acknowledgement by Subcontractor of a notice (through Supplypro® or otherwise) from Lennar that such Work has been scheduled (a "Scheduling Notice"). Subcontractor agrees, and all Work shall be accomplished pursuant, to the Price Schedule set forth in Schedule "A" attached hereto and incorporated herein by reference, and any supplemental Price Schedule issued by Lennar to Subcontractor pursuant hereto, when completed and executed by Subcontractor and countersigned by Lennar. Each PO, when issued to the Subcontractor, unless Subcontractor within five (5) days after receipt rejects such PO, shall govern the Work set forth therein. Upon Lennar's issuance of a Scheduling Notice, and Subcontractor's acknowledgement thereof, the PO and Scheduling Notice shall become part of the Agreement. The location(s) ("Job Site" or "Project Site") and scope of the Work to be performed, shall be more fully described in the PO. Without limiting the generality of the foregoing, Subcontractor shall give at least sixty (60) days' notice to Lennar of any proposed increases to the unit pricing set forth in the then-effective Price Schedule, and no proposed increases shall be effective unless and until Lennar has executed a supplemental Price Schedule with respect to such increases.

1.1 SUB-SUBCONTRACTOR: Unless otherwise provided, the term "Sub-subcontractor" shall include all persons or entities of all tiers, whether contracting directly with Subcontractor, or any person acting by, through or under Subcontractor, that are providing labor, materials equipment, supplies and/or supervision to satisfy the requirements of Subcontractor's Work and shall include suppliers providing any materials that are incorporated into the Work. Subcontractor shall keep its Sub-subcontractors informed of and cause its Sub-subcontractors to comply to the extent applicable, with this Agreement.

1.2 PERFORMANCE OF THE WORK. Subcontractor shall furnish all labor, equipment, supervision and all other things necessary to timely and properly perform all Work in accordance with the scope of work executed by Subcontractor and attached hereto as Schedule "A" (the "Scope of Work") (or such portions of such Scope of Work as are applicable to the Work covered by a PO), and in strict accordance with the provisions of this Agreement and Lennar's overall schedule, and the schedule set forth in the applicable PO and Scheduling Notice (the "Work Schedule"). Subcontractor guarantees the availability of all labor and equipment necessary to complete the Work in strict accordance with the Work Schedule. Subcontractor shall be solely responsible to pay for all labor, salaries, materials, tools, equipment, supplies, state, federal, local and all other applicable sales, use, income or other taxes of any type or nature, transportation, storage facilities, offices, telephones, other overhead, shop drawings, supervision, temporary or permanent facilities and all other things necessary for the full and complete performance of the

Work covered by this Agreement and the PO(s). Subcontractor shall secure and pay for all permits and governmental fees, licenses and inspections, to the extent necessary, for the proper execution and completion of Subcontractor's Work. No substitutions or modifications shall be allowed in the performance of the Work unless expressly approved by Lennar in writing.

1.3 DEFECTIVE WORK. Subcontractor is responsible, at its sole cost, for promptly repairing or replacing any Work not in compliance with this agreement, whether noted by Lennar, any third-party inspectors, or a homebuyer, including the cost of uncovering or removing any Work and/or replacing any Work. The failure of Lennar, any third-party inspectors or a homebuyer to identify any defects in the Work during any inspection shall not relieve Subcontractor of its responsibility to perform the Work in accordance with the requirements of this Agreement. Subcontractor shall correct all items noted as needing correction, including any items noted during homebuyer's orientation before the earlier of (i) close of homebuyer's escrow, or (ii) forty-eight (48) hours of receipt of Lennar's notice.

1.4 PROGRESS. Subcontractor shall comply with the deadlines and schedules established by Lennar, and shall prosecute the Work with diligence and with adequate labor and equipment to satisfy Subcontractor's progress requirements and so as to not delay the work of other subcontractors. Subcontractor shall cooperate and coordinate its Work with all other subcontractors so as to avoid any delay or interferences. Subcontractor acknowledges that Lennar utilizes the Supply Pro® scheduling system for issuing PO's and scheduling Work for each homesite and Subcontractor agrees (i) to subscribe to and utilize the Supply Pro® scheduling system to receive and respond to POs, Scheduling Notices and changes, and other modifications to the Work and (ii) to utilize Supply Pro® to notify Lennar of Subcontractor's completion of assigned Work and to initiate requests for payment. All costs of subscribing to, utilizing, and maintaining Supply Pro for the Subcontractor shall be borne by Subcontractor. Subcontractor acknowledges that timely submission of requests for payment is a critical aspect of payment under the terms of this Agreement and is a material consideration on Lennar's part in entering into this Agreement. As requests for payment submitted more than one hundred twenty (120) days after performance of the Work would result in additional administrative costs for Lennar and substantial increased project costs, Subcontractor agrees that payment for any and all invoices submitted more than one hundred twenty (120) days from the date of performance of the Work or delivery of materials shall, to the fullest extent permitted by applicable law, be waived. Lennar shall have no obligation to make payment to Subcontractor therefor, and Subcontractor shall have no lien rights for the Work for which payment was waived under this 120-day provision, to the fullest extent permitted by law.

1.4.1 This provision does not affect Subcontractor's rights, or the rights of any subcontractor providing labor or materials to timely seek full payment; restrict or limit the constitutional or statutory right to file and record liens or stop notices for non-payment; or take all steps reasonably necessary to preserve its lien and bond rights as permitted by law.

1.4.2 Subcontractor shall include notice of this requirement in each contract with its Sub-subcontractors relating to the Work.

1.5 WORK OF OTHERS. Subcontractor shall be responsible for protecting its Work, and the work of its Sub-subcontractors and the Work of any other subcontractors of Lennar that are impacted by the Work, until final acceptance by Lennar, at which point title to the Work shall vest in Lennar. Such vesting of title shall not commence any warranty periods nor relieve Subcontractor of any liabilities or obligations set forth herein. Subcontractor shall, without limitation, be fully responsible for the protection of all existing structures, materials, equipment, curbs, landscaping, flora, fauna and adjacent property. Subcontractor shall be responsible for inspecting the work of its Sub-subcontractor and other subcontractors that may affect its own Work and shall immediately report to Lennar, in writing, any defects, discrepancies or problems which could adversely affect Subcontractor's work.

1.6 DELAYS AND DISRUPTIONS/WAIVER OF CONSEQUENTIAL DAMAGES. IN THE EVENT OF ANY DELAY, DISRUPTION, INTERFERENCE, STOPPAGE OR HINDRANCE IN

COMMENCEMENT OR PROSECUTION OF THE WORK CAUSED BY ANY REASON WHATSOEVER ("WORK INTERRUPTIONS"), INCLUDING ANY WORK INTERRUPTIONS CAUSED IN WHOLE OR IN PART, OR ALLEGED TO HAVE BEEN CAUSED IN WHOLE OR IN PART, BY LENNAR OR ITS OTHER SUBCONTRACTORS, SUBCONTRACTOR'S SOLE AND EXCLUSIVE REMEDY FOR ANY WORK INTERRUPTIONS SHALL BE AN EXTENSION OF TIME TO PERFORM ITS WORK. TO THE FULLEST EXTENT PERMITTED BY LAW Subcontractor specifically waives ANY RIGHT TO RECOVER direct, indirect, consequential, impact, or other costs, expenses, or damages, including but not limited to delay damages, costs of acceleration, inefficiency, loss of organization, loss of profits, Job Site or home office overhead, labor or material escalation, or deterioration of materials, caused by ANY WORK INTERRUPTION.

2. LABOR AND SUPERVISION: Subcontractor shall maintain competent and sufficient supervision and employees on the Job Site during all times that Subcontractor is performing its Work. Subcontractor's superintendent shall be (i) experienced, fully able to communicate with Lennar, (ii) trained, knowledgeable as to the Work, (iii) shall have full authority to act for and bind Subcontractor, provided, however, that any matters respecting pricing or amendment of a Price Schedule shall require a written and fully executed amendment thereto, (iv) shall be satisfactory to Lennar, and (v) shall not be changed without prior Lennar's written consent. All communications or directions given to the Subcontractor's superintendent shall be binding on Subcontractor. Subcontractor shall enforce strict discipline and good order among its employees and Sub-subcontractors. Subcontractor shall immediately remove and replace any person deemed unfit or unskilled by Lennar. Subcontractor shall (i) maintain a list of all persons performing its Work on the Job Site (including Sub-subcontractors' and its employees, as the case may be), (ii) produce such list to Lennar upon request (iii) perform criminal background checks of any person that will perform any portion of its Work (including Sub-subcontractors' and its employees, as the case may be) (iv) not employ any unfit or unskilled person and (v), not allow any registered sex offender or any person convicted of a felony or a misdemeanor involving theft, larceny, violence, sexual assault or any other crime of moral turpitude to work at the Project Site or Job Site. In performing such background checks, Subcontractor shall comply with all requirements of the Fair Credit Reporting Act and any other applicable laws and regulations.

3. LEGAL COMPLIANCE: Subcontractor and its Sub-subcontractors shall, at all times, comply with all applicable local, state, or federal statutes, ordinances, rules and regulations, and any amendments thereto, as well as those of any other public body having authority concerning the Work, including *without limitation*, the local and state building codes, FHA Minimum Property requirements, VA building code requirements, the Occupational Safety and Health Act of 1970, 29 U.S.C. §§ 651, et seq, the Immigration Reform and Control Act of 1986 ("IRCA"), the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRAIRA"), the Immigration and Nationality Act ("INA"), all applicable equal employment opportunity laws and requirements promulgated by any governmental authority, including, without limitation, the requirements of Title VII of the 1964 Civil Rights Act, 42.United States Code, Section 1981, Executive Orders 11246, 11375 and 11478, the Age Discrimination in Employment Act, the Americans with Disabilities Act, and the Fair Labor Standards Act; all applicable local, state, or federal environmental laws and regulations including, without limitation, the Clean Air Act, 42 USC §§ 7401-7671; the Clean Water Act, 33 USC §§ 1251-1387; the Comprehensive Environmental Response Compensation and Liability Act (CERCLA), 42 USC §§ 9601-9675; the Solid Waste Disposal Act, 42 USC §§ 6901-6992, the Toxic Substances Control Act, 15 USC §§ 2601-2692; and the Endangered Species Act of 1973, 16 USC §§ 1531-544.Subcontractor is solely responsible, for itself and others acting by, through or under

3.1 IMMIGRATION. With respect to its obligations herein or in any PO or Scheduling Notice, Subcontractor specifically warrants and agrees it (i) shall not knowingly hire or continue to employ aliens not authorized to work in the United States, (ii) has and shall continue to verify the employment documentation specified in the Immigration Act, and (iii) has and shall properly complete and retain the U.S. Citizenship and Immigration Services' Form I-9 for all its employees covered by the Immigration Act.

3.2 ENVIRONMENTAL. Lennar has developed the Lennar Environmental Management System ("LEMS") as a company-wide environmental management system to provide guidance to Lennar's employees, Subcontractors, and Sub-subcontractors on how to comply with applicable environmental requirements at Lennar's job sites. By signing this Agreement, Subcontractor

acknowledges that it has the knowledge of and is responsible for understanding and complying with the specific environmental requirements applicable to the Work at the Job Site as well as ensuring that the Work does not interfere with efforts by Lennar employees or other Subcontractors and/or Sub-subcontractors to comply with environmental requirements. If requested by Lennar, Subcontractor's superintendent will attend a pre-construction meeting where Lennar will further explain the LEMS and the environmental requirements applicable to the Job Site; however Subcontractor remains independently responsible for understanding and complying with all applicable environmental requirements regardless of whether a pre-construction meeting is held.

Prior to the initiation of the Work at each Job Site, Subcontractor will (i) inspect the Job Site, (ii) observe the environmental conditions of the Job Site, (iii) review Lennar's environmental plans and specifications, including Lennar's Stormwater Pollution Prevention Plan or equivalent ("SWPPP"), wetlands or endangered species limitations, (iv) applicable Water Quality Requirements (as defined in Section 3.2.2), copies of which will be available at the Job Site or will be made available upon Supplier's request; (v) Dust Control Requirements (as defined in Section 3.2.4), copies of which will be available at the Job Site or will be made available upon Supplier's request, and (vi) any Spill Prevention and Control Countermeasure Plan, or its equivalent, if applicable. If, during the term of this Agreement, Subcontractor discovers a previously unidentified environmental condition, Subcontractor shall immediately notify Lennar and shall not proceed with any Work that would disturb such environmental condition without Lennar's approval.

3.2.1 HAZARDOUS AND TOXIC SUBSTANCES. Prior to commencing the Work at the Job Site, Subcontractor shall identify in writing all hazardous or toxic substances, as those substances are defined in the applicable environmental laws, to be used in performing the Work by Subcontractor, and shall provide Material Safety Data Sheets ("MSDS") to Lennar for those substances. Lennar may hold any payments otherwise due Subcontractor until such documentation is supplied. Subcontractor shall immediately notify Lennar in writing of all hazardous or toxic substances discovered during the performance of the Work or otherwise brought to the job site which were omitted from any previous notification(s) and promptly provide the MSDS on those substances to Lennar. Subcontractor shall not allow any hazardous or toxic substances on the job site unless (i) necessarily required for the performance of its Work, and (ii) Subcontractor has previously provided Lennar with MSDS sheets for those substances.

Subcontractor shall immediately notify Lennar of any spill, release or discharge of any hazardous or toxic substance by itself or any other person. As to any spill, release or discharge of any hazardous or toxic substance which is caused by Subcontractor or any of its employees, agents, Sub-subcontractors, customers, or invitees, Subcontractor shall, at its sole expense, immediately take all reasonable, necessary and legally required actions to (i) prevent the further spread of any spill, release or discharge, and (ii) to properly clean up the spill, release or discharge (including without limitation any soil or water contaminated by such spill, release or discharge) in full compliance with all applicable laws and regulations and any directions from Lennar.

3.2.2 WATER QUALITY COMPLIANCE. Subcontractor shall understand and comply, and shall ensure compliance by those acting by, through or under Subcontractor, with all applicable requirements regarding discharges to surface water or groundwater ("Water Quality Requirements") at the Job Site. Water Quality Requirements include, but are not limited to, Lennar's stormwater pollution prevention plans (SWPPPs); stormwater permits, including the state construction general permit or federal construction general permit, whichever is applicable, and local stormwater permits; federal, state, and local stormwater rules, regulations, and ordinances, including requirements imposed by Municipal Separate Storm Sewer System entities; Clean Water Act Section 404 wetlands permits, regulations, and mitigation agreements; and streambed alteration agreements. Subcontractor remains independently responsible for understanding and complying with Water Quality Requirements. If required by the Water Quality Requirements or requested by Lennar, Subcontractor shall sign and/or certify the SWPPP before

beginning the Work. To the extent applicable to the Work, Subcontractor shall fully comply with and implement the SWPPP, including the BMPs described by the SWPPP. Subcontractor will ensure its workforce, including superintendent, leadspersons, and tradespersons, are trained in stormwater management practices and BMPs that apply to the Work. Subcontractor agrees to provide documentation of employee stormwater management training to Lennar upon request or if required in the SWPPP and to participate in Lennar's stormwater "tailgate" meetings and to document attendance on forms provided by Lennar. Subcontractor shall immediately notify Lennar of a regulatory inspection and any corrective action, notice of correction, notice of violation or any other type of regulatory enforcement action or notice related to Water Quality compliance for the Job Site, and with Lennar's approval, correct any violations associated with the Work.

3.2.3 SPILL PREVENTION CONTROL AND COUNTERMEASURES. Subcontractor shall comply with all federal, state, and local spill prevention control & countermeasure ("SPCC") statutes, ordinances, rules and regulations, and any amendments thereto, including, but not limited to, the SPCC regulations contained in 40 CFR Part 112 ("SPCC Regulations"), and all amendments thereto; federal, state and local fire codes; federal and state Occupational Health and Safety Acts (O.S.H.A.); the current LEMS SPCC Policy and Guidance Module; applicable Job Site and facility specific SPCC Plans (as defined below); and, SPCC Best Management Practices (BMPs) contained in the Job Site SWPPP, while Subcontractor is mobilized on the Job site or performing Work. Lennar shall make the LEMS SPCC Policy and Guidance Module available for Subcontractors review upon request. In the event there is a conflict between SPCC requirements contained in documents that apply to Subcontractor's Work, e.g. Fire Code, SPCC Plan or SWPPP, Subcontractor shall comply with the most stringent requirements that apply to Subcontractors Work.

Oil, for the purpose of this Section is defined by the SPCC Regulations, and includes, but is not limited to, petroleum, synthetic oils, gasoline, diesel, motor oil, hydraulic oil, waste oil, or grease. Subcontractor shall not mobilize any individual oil storage container with the oil storage capacity of 55 gallons or more onto the Job Site without an express written approval from Lennar. If Lennar has a SPCC Plan in effect for the Job Site, Subcontractor shall comply with Lennar's SPCC Plan in it's entirety. Lennar may request information from Subcontractor to include in a Lennar SPCC Plan, and Subcontractor agrees to provide the requested information to Lennar by the end of the fifth (5^{th}) day following Lennar's written request which may include, but is not limited to, any and all information concerning Subcontractors anticipated or actual oil storage capacity, the nature of the oil to be stored, the locations where the oil will be stored; an estimated inventory and oil storage capacity of containers with an oil storage capacity of 55 gallons or more; secondary containment practices for all oil storage containers, spill response and clean up procedures to be implemented by Subcontractor in the event of a spill, and, documentation of training of Subcontractor's workmen with SPCC responsibility. However, Subcontractor remains independently responsible for understanding and complying with the SPCC Regulations. At all times, Subcontractor shall supply workmen trained with the knowledge, expertise and experience to operate Subcontractor's oil storage facility, regardless of size or storage capacity, in accordance with all federal, state, and local regulations; the SWPPP; and, the SPCC Plan if applicable.

Subcontractor shall immediately notify Lennar of a regulatory inspection and any corrective action, notice of correction, notice of violation or any other type of regulatory enforcement action or notice whether written or verbal regardless of the nature or severity related to SPCC compliance for the Job Site and/or Subcontractor's Work.

3.2.4 AIR QUALITY COMPLIANCE. Subcontractor shall comply, and shall ensure compliance by those acting by, through or under Subcontractor, with federal, state, and local air quality and dust control rules, regulations, and ordinances and Lennar's site-specific dust control plans and/or permits, if applicable (collectively "Dust Control Requirements"). Subcontractor remains independently responsible for understanding and complying with Dust Control Requirements. To the extent applicable to its work,

Subcontractor shall fully comply with and implement the control measures described by the Dust Control Requirements ("Control Measures"), including work practices such as controlling off-site vehicle track-out and using only designated points of ingress and egress at the Job Site. Subcontractor shall immediately notify Lennar if a regulatory inspection and any corrective action, notice of correction, notice of violation or any other type of regulatory enforcement action or notice whether written or verbal regardless of the nature or severity related to SPCC compliance for the Job Site or Project Site.

3.2.5 OTHER ENVIRONMENTAL REQUIREMENTS. The requirements in Sections 3.2.1, 3.2.2, 3.2.3, and 3.2.4 of this Agreement are not all-inclusive, and Subcontractor is responsible for compliance with any other environmental requirements applicable to the Work.

3.3 SAFETY. Subcontractor is an independent contractor and shall be **solely responsible** for ensuring that its Work is performed in a safe manner. Nothing herein shall be deemed to be an exercise of control by Lennar of Subcontractor's safety obligations. Subcontractor shall take all reasonable and necessary safety precautions with regard to the Work, shall coordinate its safety precautions with other Subcontractors, Sub-subcontractors, and suppliers, and shall comply with all safety requirements, laws, regulations, rules or ordinances of any authority (governmental or otherwise) responsible for the safety of persons or property. Subcontractor shall notify Lennar, both verbally and in writing, of all injuries to Subcontractor's employees within eight (8) hours of the injury. Subcontractor agrees to comply with all health and safety programs, as well as any rules promulgated by Lennar, in furtherance of Subcontractor duties under the Occupational Safety and Health Act. If in the opinion of Lennar the health and safety of any person or persons is endangered or appropriate safety measures are not being implemented, in addition to its rights under Section 13, Lennar may (but is not required to) take such action as it deems necessary and appropriate, including without limitation, the following: (i) stop Subcontractor's Work or require Subcontractor to immediately remedy any unsafe condition caused by the Subcontractor at its own expense; (ii) remedy any unsafe condition caused by Subcontractor at Subcontractor's sole expense; and/or (iii) Assess safety violation penalties of up to Two Hundred Dollars ($200.00) for each violation of jobsite safety rules or governmental safety laws, regulations, rules or ordinances. Lennar may backcharge or separately invoice the Subcontractor for such safety violation penalties.

3.4 TITLE, PATENT AND COPYRIGHTS. For any Goods or Work provided by Subcontractor, Subcontractor represents and warrants to and agrees with the Warranty Beneficiaries (as defined in Section 10) that: (a) it is the owner, or license holder of the Goods free and clear of any lien, security interest, mortgage, charge, pledge, assignment, equity claim, right of pre-emption, option, covenant, restriction, reservation, decree, order, trust, judgment, title defect, conflicting claim of ownership, or other encumbrance of any nature whatever; (b) it has the legal right and authority to convey or sell any portion of or all of the Goods; (c) neither the Goods nor the manufacture, sale, installation or other use thereof, nor the Work, violates or infringes any trademark, copyright, patent, confidentiality, other intellectual property right (collectively "IP Rights") of any third party; (d) the Warranty Beneficiaries will have the legal right to use the Goods and the Work for the purposes intended without restriction or limitation; and (e) if Subcontractor learns that the Goods, or the Work, or any portion thereof, are in violation of any IP Rights of any third party then Subcontractor will immediately notify Lennar in writing and immediately either (i) take such action as is necessary to modify the Goods or the Work to cure any violation including assuming all liability for all royalties, licenses, patent fees, and any other losses, costs, expenses, damages or other charges made in connection with the Goods and the purchase and use thereof, but without reducing the utility of such Goods or Work to any Warranty Beneficiary or (ii) replace such Goods or Work (including the costs of removal or installation), at Subcontractor's sole expense, with comparable Goods or Work which are not in violation of any IP Rights of any third party.

4. **JOB RULES:** Subcontractor is solely responsible for complying with and ensuring compliance by its employees and its Sub-subcontractors with (i) Lennar's Code of Safe Practices, (ii) other Lennar policies concerning safety, reasonable restrictions on use and access to the Job Site by unauthorized

personnel, and (iii) the other rules and policies concerning Subcontractor's work and as set forth in the "Job Rules" (posted at Job Site).

5. LIENS AND BOND CLAIMS: Subcontractor shall keep the Work and the real property being improved by Subcontractor free and clear of any liens, debt, stop notices, fund trapping notices, or bond claims of any kind whatsoever (collectively "Lien or Bond Claims"), to the extent such Lien or Bond Claims (a) relate to Subcontractor's Work, or (b) are for any monies due or allegedly due (i) Subcontractor or any Sub-subcontractor, (ii) any factoring company, lender (secured or unsecured), or (iii) any other entity claiming by, through, or under Subcontractor or any Sub-subcontractor (collectively the "Lien Claimants"). In the event a Lien or Bond Claim is filed or threatened to be filed by any Lien Claimant, Subcontractor shall, at Lennar's sole election, immediately (i) settle and resolve such claim and obtain a full waiver and release of the Lien or Bond Claim from the Lien Claimant, or (ii) provide a statutory bond acceptable to Lennar that will bond around or discharge such Lien or Bond Claim. Should Subcontractor fail to do so, in addition to its rights under Section 13, Lennar may, without additional notice to Subcontractor, (i) settle, bond or discharge the lien or bond claim in any manner Lennar deems appropriate, and charge the costs thereof (including payment of the lien, stop notice or fund trapping notice, or bond claim amount, premiums for bonds, overhead, costs, and reasonable attorneys' fees and paraprofessional fees) to Subcontractor, and/or (ii) withhold further payments to Subcontractor under this Agreement or otherwise until Subcontractor has complied with its obligations herein. Nothing contained in the Agreement (except for lien waivers duly signed and acknowledged) shall restrict or limit Subcontractor's statutory right to file and record liens or stop notices for non-payment, and notwithstanding any provision to the contrary, Subcontractor may take all steps reasonably necessary to preserve its lien and bond rights as permitted by law. Subcontractor has not and shall not assign any right or claim for payment from Lennar or any right to perfect a lien against the Work or real property to any third person. Any assignment or attempted assignment shall be unenforceable against Lennar. Subcontractor shall include substantially identical language to this Section 5 in all subcontracts of any Sub-subcontractor, and shall also require that all Sub-subcontractors shall waive and release all liens and claims to liens as a condition to their receiving payment.

5.1 PROOF OF PAYMENT. At Lennar's request, Subcontractor shall provide the following to Lennar: (i) proof of payment for labor, equipment or material or equipment supplied for the Work or any other obligation for payment arising from the Work; and (ii) an affidavit stating that every Sub-subcontractor has been paid in full up to and including the date of any payment application, along with the names of any such person or entity who has not been paid in full and the amount due each. If Lennar believes that Subcontractor's financial circumstances will affect Subcontractor's performance of its obligations herein, Lennar may take any other precautionary action it deems reasonably necessary to protect its interests including, without limitation, (i) the right to request additional financial assurances from Subcontractor, (ii) the right to require Subcontractor to post, at Subcontractor's cost, a payment bond and (iii) the right to withhold all or any portion of payments due Subcontractor.

5.2 CONDITIONAL/UNCONDITIONAL LIEN WAIVERS. Subcontractor agrees to provide Lennar with labor and equipment that is free and clear of any debt or lien. Subcontractor shall include such requirements in each contract with its Sub-subcontractors relating to the Work. As a condition precedent to receiving each and any payment for Work as described in Section 12 hereof, Subcontractor and, if applicable, each of its Sub-subcontractors shall execute and furnish to Lennar: (i) a conditional lien waiver and release in the form provided to Subcontractor by Supplypro® or otherwise as required by state law for itself and its Sub-subcontractors acknowledging receipt of such payment to the extent payment is actually received, and (ii) an unconditional lien waiver and release in substantially the form provided to Subcontractor by SupplyPro® or otherwise as required by state law for itself and its Sub-subcontractors acknowledging receipt of all payments due with respect to such Work other than payment for which the current application for payment is being made. Within ten (10) business days after final payment is made to Subcontractor under this Agreement, Subcontractor and each of its Sub-Subcontractors shall submit an executed unconditional lien waiver and release upon final payment acknowledging receipt of all payments due with respect to the Work. Subcontractor agrees that, in lieu of preparing or providing lien waivers for each property for which Work was provided and/or materials were supplied, one lien waiver referencing payment for multiple addresses shall have the same force and effect as multiple lien waivers. Subcontractor shall

Include this one-waiver-for-multiple-addresses agreement in each contract with its Sub-subcontractors relating to the Work. The lien waivers required to be delivered to Lennar by Subcontractor under this Agreement may be photocopies or facsimile copies, and may be electronically signed to the extent allowed within the state in which the Project is located, and Subcontractor hereby acknowledges that should it provide a photocopy, facsimile, or electronically signed lien waiver on behalf of itself or one of its Sub-subcontractors, such photocopy, facsimile or electronic signature shall have the same legal force and effect as an original lien waiver. Subcontractor shall also comply with all procedural requirements of laws of the state that govern this Agreement with respect to the enforceability of such lien waivers. Should subcontractor fail to provide unconditional lien waivers as required herein, Lennar reserves the right to hold future payments until this requirement is satisfied or issue joint checks and/or purchase orders without consent of the Subcontractor.

6. **CONTRACTOR'S EQUIPMENT:** Should Subcontractor or any Sub-subcontractor use equipment, scaffolding or other facilities of Lennar or another subcontractor, Subcontractor and Sub-subcontractor (i) shall fully inspect and become familiar with the proper and safe use of such equipment, scaffolding or facilities, and (ii) shall properly train and supervise their employees, Sub-subcontractors in the proper and safe use of such equipment, scaffolding and facilities. Subcontractor's or Sub-subcontractor's use of such equipment, scaffolding or facilities shall be at their sole risk and they shall assume the full risk of operation thereof. Subcontractor waives and will cause its Sub-subcontractors to waive all claims and liability of any type or nature against Lennar and the owners or lessors of such equipment, scaffolding or other facilities.

7. **SECURITY:** Regardless of whether Lennar provides security at the Project Site, Subcontractor shall be solely responsible for providing security for the Work, tools, equipment, materials or other property and Lennar shall not be responsible for theft, vandalism or loss to any of Subcontractor's or Sub-subcontractor's work, tools, equipment, materials or other property.

8. **CLEAN UP:** Subcontractor shall maintain a tidy Job Site and clean up and haul away all debris, rubbish, hazardous or toxic discharges and surplus materials ("Construction Debris") on a daily basis and properly dispose of such Construction Debris in an authorized trash bin or at a licensed or certified landfill. In addition, Subcontractor will leave the Job Site, subject property and, if applicable, the building premise(s) clean and in good order. These obligations are in addition to Subcontractor's obligations under any other section of this Agreement. If, after twenty-four (24) hours' notice by Lennar's representative to Subcontractor's representative, Subcontractor has not diligently proceeded with the clean-up as outlined in this Section, then Lennar shall have the right to proceed with the clean-up at Subcontractor's expense.

9. **INSURANCE:** Before starting the Work, Subcontractor shall procure and maintain at its own expense the insurance set forth in the "Insurance Requirements" attached hereto as Schedule "B", which requirements are incorporated by this reference as though set forth in full herein, including, without limitation and if applicable, the "OCIP Addendum", if attached hereto. To the extent that the "Insurance Requirements" are added to or amended by any PO, such requirements are incorporated by this reference as though set forth in full herein.

10. **EXPRESS WARRANTIES:** Subcontractor expressly warrants to Lennar, Lennar's customers, and any subsequent owner of a structure constructed by Lennar (collectively "Warranty Beneficiaries"), that its Work shall be performed in a good and workmanlike manner, free from defects in workmanship or materials, and in strict accordance with (i) the plans and specifications, (ii) any applicable manufacturer's specifications, recommendations or requirements, and (iii) all applicable industry standards, codes, or other rules or regulations applicable to the performance of the Work. This warranty section is in addition to warranties provided by law. Any portion of Subcontractor's Work not complying with the foregoing shall be considered defective. Subcontractor shall, within two (2) working days of notification by Lennar, repair or replace any defective Work unless the warranty work could not reasonably be performed within such time period, in which event the warranty work shall be performed as quickly as reasonably possible. In the event of an emergency (as determined by Lennar), the Subcontractor shall perform its warranty work within eight (8) hours. In addition, a seven (7) day-a-week and a twenty-four (24) hour on-call emergency service must be provided by Subcontractor and any Sub-subcontractor providing roofing, plumbing,

electrical and/or HVAC work. This warranty shall continue for so long as Lennar has legal liability, but in no event less than ten (10) years.

11. EXTRA WORK/CHANGES: NO EXTRA WORK OR CHANGES TO THE WORK SHALL BE PERFORMED BY SUBCONTRACTOR OR PAID FOR BY LENNAR UNLESS SUCH EXTRA WORK OR CHANGE TO THE WORK HAS BEEN AUTHORIZED IN WRITING BY LENNAR TO PERFORMANCE THEREOF. ALL EXTRA WORK OR CHANGE TO THE WORK (EACH, A "CHANGE ORDER") SHALL BE REQUESTED AND SCHEDULED BY UTILIZING THE SUPPLY PRO® SCHEDULING SYSTEM. ANY CHANGE ORDER ISSUED BY LENNAR UTILIZING THE SUPPLY PRO® SYSTEM SHALL BE CONSIDERED TO BE APPROVED IN WRITING BY LENNAR. THE SUBCONTRACTOR'S ACKNOWLEDGEMENT OF THE CHANGE ORDER IN SUPPLY PRO® SHALL CONSTITUTE SUBCONTRACTOR'S AGREEMENT TO THE TERMS (INCLUDING, WITHOUT LIMITATION, THE SCHEDULE FOR PERFORMANCE AND COMPENSATION) SET FORTH IN SUCH CHANGE ORDER.

IN ADDITION TO ISSUING CHANGE ORDERS VIA THE SUPPLY PRO® SCHEDULING SYSTEM, LENNAR MAY ISSUE WRITTEN CHANGE ORDERS EXECUTED BY AN OFFICER OF LENNAR TO THE SUBCONTRACTOR VIA FACSIMILE, EMAIL, MAIL, OR BY HAND. SUCH CHANGE ORDERS SHALL NOT BE EFFECTIVE UNTIL EXECUTED BY THE SUBCONTRACTOR AND RETURNED TO LENNAR. UPON EXECUTION OF SUCH CHANGE ORDERS BY LENNAR AND SUBCONTRACTOR, LENNAR SHALL ISSUE A START ORDER FOR THE WORK INCLUDED WITHIN SUCH CHANGE ORDER. FAILURE OF SUBCONTRACTOR TO EXECUTE AND RETURN TO LENNAR ANY SUCH CHANGE ORDER BY CLOSE OF THE BUSINESS DAY AFTER RECEIPT THEREOF SHALL CONSTITUTE SUBCONTRACTOR'S DISAPPROVAL OF SUCH CHANGE ORDER, AND, IN SUCH EVENT, WITHOUT FURTHER WRITTEN NOTICE FROM LENNAR, SUBCONTRACTOR SHALL NOT COMMENCE THE WORK SET FORTH IN THE CHANGE ORDER.

12. PAYMENT: The price for the Work and additional terms for payment shall be set forth in the PO and shall be based upon the Price Schedule attached to this Agreement. Lennar has no obligation to pay Subcontractor for any Work performed prior to issuance of a PO and Scheduling Notice which specifically covers such Work. No payment shall be due unless Subcontractor has otherwise satisfied all obligations set forth in this Agreement. Lennar reserves the right to require Subcontractor to provide a breakdown of all payments owed to Sub-subcontractors for the Work and to pay such Sub-subcontractors directly or any person claiming monies from Subcontractor or Sub-subcontractors directly or jointly.

12.1 Payment shall be made in accordance with Lennar's standard practices. Payment will only be considered for Work properly performed, and inspected and accepted by Lennar through Supply Pro® as of the date of the payment request. As a condition precedent to any payment, Subcontractor shall (i) submit a notice of completion and request for payment to Lennar using Supply Pro®, and (ii) deliver executed lien waivers and releases in accordance with Section 5.2, and (iii) submit all other documentation reasonably required by Lennar to establish Subcontractor's entitlement to funds. No payment shall be deemed to constitute acceptance by Lennar of any defective or unacceptable Work.

12.2 All payments to Subcontractor are trust funds and shall first be used for the full payment of all Sub-subcontractors. Subcontractor shall ensure that all Sub-subcontractors are at all times fully and timely paid all amounts due in connection with the Work. Subcontractor shall immediately notify Lennar of any claims or disputes involving any Sub-subcontractor. When Lennar learns of any claim or dispute, Lennar may (i) withhold payments otherwise due Subcontractor until the claim or dispute is resolved to Lennar's satisfaction, (ii) issue joint checks to Subcontractor and any claimant, or (iii) deposit any disputed funds into the registry of a court of law. Subcontractor shall reimburse Lennar for any costs incurred by Lennar as a result of such claims or disputes. Should any dispute arise after payment by Lennar, Subcontractor shall immediately deposit any payments made relating to such labor or material into an interest-bearing account and shall only use this money to resolve such claims or disputes.

12.3 Lennar may, but is not required to, withhold retainage from each payment as provided by applicable law, and shall release such retainage when (i) Subcontractor has fully performed its obligations herein (save and except future extended warranty obligations), (ii) Subcontractor has provided final lien releases and waivers (conditioned only upon receipt of the retainage) from

itself and all Sub-subcontractors, and (iii) the legal time period for holding such retainage has expired. In the absence of any legally required amount, the maximum retainage shall equal ten percent (10%) of each payment.

12.4 Lennar may, at its option, issue, file, and/or record with the appropriate regulating agency, a notice of completion. By issuing, filing, and/or recording the notice of completion, Lennar does not release the Subcontractor from any of Subcontractor's obligations under this Agreement and/or any PO issued hereunder. Without limiting the generality of the foregoing, in no event shall the issuance, filing, and/or recordation of a notice of completion be deemed to commence any warranty obligations with respect to the Work performed by Subcontractor, as such warranty obligations are set forth in this Agreement.

12.5 AT LENNAR'S ELECTION, SUBCONTRACTOR AGREES (AND SHALL CAUSE ITS SUB-SUBCONTRACTORS TO AGREE, IF REQUIRED BY LENNAR) TO BE PAID ELECTRONICALLY BY LENNAR, EITHER THROUGH ITS ePAYABLES PROGRAM IF SUBCONTRACTOR (OR A SUB-SUBCONTRACTOR) CURRENTLY HAS A MERCHANT ID, OR THE ACH CREDIT PROGRAM. WITH RESPECT TO THE ePAYABLES PROGRAM, SUBCONTRACTOR AGREES TO ENROLL (AND CAUSE ITS SUB-SUBCONTRACTORS TO ENROLL, IF REQUIRED) IN LENNAR'S ePAYABLES PROGRAM, A GHOST CREDIT CARD PROGRAM OFFERED THROUGH BANK OF AMERICA OR ANY OTHER PROVIDER SELECTED BY LENNAR, AND TO ACCEPT PAYMENT FROM LENNAR THROUGH SUCH PROGRAM. SUBCONTRACTOR FURTHER AGREES THAT IT WILL NOT CHARGE BACK OR PASS THROUGH TO LENNAR ANY MISCELLANEOUS AND/OR CONVENIENCE FEES AS A RESULT OF ACCEPTING PAYMENTS VIA THIS METHOD. WITH RESPECT TO THE ACH PROGRAM, SUBCONTRACTOR AGREES TO ENROLL USING THE ACH CREDIT PROGRAM OFFERED THROUGH WESTERN UNION, OR ANY OTHER PROVIDER SELECTED BY LENNAR, AND TO ACCEPT PAYMENT FROM LENNAR VIA ACH CREDITS TO THE SUBCONTRACTOR'S BANK ACCOUNT INDICATED BY SUBCONTRACTOR ON THE WESTERN UNION SITE.

13. **REMEDIES AND TERMINATION:** In addition to and without limit or prejudice to any of Lennar's other rights or remedies set forth in this Agreement or otherwise provided by law, Lennar shall have the following rights:

13.1 If Subcontractor shall file for or be adjudged bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if Subcontractor should persistently or repeatedly refuse or should fail, in the reasonable opinion of Lennar, to supply enough properly skilled workers or laborers, or if Subcontractor or any Sub-subcontractor disregards laws, ordinances, job rules, or instructions, or if Subcontractor fails to make prompt and proper payment for labor, equipment or services provided by, through or under Subcontractor, or if Subcontractor fails to remedy defective Work or fails to perform warranty services or repairs within the time periods set forth in this Agreement, or should Subcontractor or its Sub-subcontractors cause damage to the work of another subcontractor and/or sub-subcontractor, or if Lennar is fined or otherwise penalized by any governmental agency on account of or arising out of the violation by Subcontractor or any Sub-subcontractor of any law, or should Subcontractor fail in Lennar's sole judgment to prosecute its Work diligently and promptly, or if Subcontractor or any of its Sub-subcontractors otherwise breaches any of its obligations in this Agreement (including without limitation Sections 3.1, 3.3 and 5) or any of its other agreements with Lennar , or if Lennar has a reasonable basis to believe that Subcontractor will not be able to properly perform all of its obligations in this Agreement or under any PO (each a breach by Subcontractor), Lennar may after giving Subcontractor forty-eight (48) hours' written notice, (i) terminate this Agreement and take possession of Subcontractor's materials, tools, equipment and appliances thereon and finish the Work by whatever method it may deem expedient in its sole discretion, (ii) withhold payment otherwise due Subcontractor until the Work is completed and accepted, or until defective Work is remedied, or until warranty services are properly performed, or until such breach has been remedied, (iii) stop the Work until such breach has been cured to Lennar's satisfaction, (iv) recover against Subcontractor all fines and penalties assessed by any authority (Government or otherwise) and caused by or alleged to have been caused by subcontractor (v) furnish or cause to be furnished

additional labor or materials at Subcontractor's expense and/or (vi) to all direct, indirect, consequential, impact, or other costs, expenses, or damages, including but not limited to costs, loss of organization, lost profits, or attorneys' fees and/or paraprofessional fees arising out of or as a result of Subcontractor's breach including the cost of pursuing claims. Lennar may offset the costs of completing the Work, furnishing additional labor, or remedying Subcontractor's breach (including costs to repair damages caused by Subcontractor and costs of all fines, fees, expenses and other penalties sought against or incurred by Lennar due to, in whole or in part, Subcontractor or its Sub-subcontractors) against any amounts due Subcontractor under this Agreement or other PO, contract, or other agreement. To the extent such costs to Lennar exceed amounts due Subcontractor, then, upon demand from Lennar, Subcontractor shall pay the difference to Lennar plus any and all damages, costs, expenses and attorneys' fees and paraprofessional fees incurred by Lennar in enforcing or performing any of Subcontractor's obligations under this Agreement.

13.2 Lennar shall also have the right to terminate this Agreement or any POs or portions thereof issued to Subcontractor without cause and for Lennar's convenience. In such event, Subcontractor shall be paid only for that Work actually performed as of the date of termination, and Subcontractor waives recovery for any other costs or damages, direct or consequential including without limitation prospective profits, on Work not performed.

14. DEFENSE AND INDEMNITY: TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AND IN CONSIDERATION OF THE SUM OF ONE HUNDRED DOLLARS ($100.00), WHICH SUM IS INCLUDED IN THE PRICE(S) ESTABLISHED UNDER THE PO(S), THE ADEQUACY AND RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, SUBCONTRACTOR HEREBY AGREES TO UNCONDITIONALLY DEFEND, INDEMNIFY AND HOLD HARMLESS LENNAR, ITS PARENT, AFFILIATES, SUBSIDIARIES, PARTNERS, JOINT VENTURERS, OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS, EMPLOYEES, INSURERS, SURETIES, ANY OWNER OF REAL PROPERTY IMPROVED OR ALLEGED TO HAVE BEEN IMPROVED BY THE SUBCONTRACTOR, OR ANY OF THEM (COLLECTIVELY "INDEMNITEES") AGAINST ANY AND ALL CIVIL OR CRIMINAL LIABILITIES, COSTS, EXPENSES, CLAIMS, DEMANDS, CAUSES OF ACTION, LIEN CLAIMS, THREATS OF LIENS, STOP NOTICES, FUND TRAPPING NOTICES, BOND CLAIMS, PENALTIES, FINES, CITATIONS, LOSSES, AND DAMAGES (INCLUDING COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION), OF ANY NATURE, KIND, OR DESCRIPTION, ARISING OUT OF, IN CONNECTION WITH, CAUSED BY, ALLEGED TO HAVE BEEN CAUSED BY, OR RESULTING FROM, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, (1) THE WORK, LABOR, EQUIPMENT OR SERVICES PERFORMED OR SUPPLIED OR ALLEGED TO HAVE BEEN PERFORMED OR SUPPLIED BY SUBCONTRACTOR OR ANY OF ITS SUB-SUBCONTRACTORS (INCLUDING WITHOUT LIMITATION, A BREACH HEREOF) (2) ANY ACT OR OMISSION OF SUBCONTRACTOR OR ANY OF ITS SUB-SUBCONTRACTORS, OR (3) ANY ACT OR OMISSION OF LENNAR OR LENNAR'S OTHER SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR SUPPLIERS OR ANY OF THEIR EMPLOYEES, AGENTS, INVITEES OR ANY PERSON ACTING BY, THROUGH OR UNDER LENNAR OR LENNAR'S OTHER SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR SUPPLIERS (COLLECTIVELY "LIABILITIES"). THE OBLIGATIONS OF SUBCONTRACTOR UNDER THIS INDEMNIFICATION SHALL APPLY TO LIABILITIES EVEN IF SUCH LIABILITIES ARISE FROM OR ARE ATTRIBUTED TO THE CONCURRENT NEGLIGENCE OF ANY INDEMNITEE. NOTWITHSTANDING THE FOREGOING, SUBCONTRACTOR SHALL NOT BE OBLIGATED UNDER THIS AGREEMENT TO INDEMNIFY THE INDEMNITEES TO THE EXTENT SUCH LIABILITIES RESULT FROM THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE.

SUBCONTRACTOR SHALL, AT ITS EXPENSE, ASSUME THE DEFENSE OF THE INDEMNITEES, OR ANY OF THEM, AND SHALL CONDUCT SUCH DEFENSE WITH DUE DILIGENCE AND IN GOOD FAITH WITH COUNSEL SATISFACTORY TO LENNAR. SHOULD SUBCONTRACTOR BREACH ITS DEFENSE AND INDEMNITY OBLIGATIONS, LENNAR MAY, AND WITHOUT RELIEVING SUBCONTRACTOR OF ITS INDEMNITY OBLIGATIONS, ASSUME ANY DEFENSE OBLIGATION AND TRY OR SETTLE SUCH CLAIM, AND SUBCONTRACTOR (1) SHALL REIMBURSE LENNAR FOR ALL COSTS AND EXPENSES INCURRED OR PAID BY ANY INDEMNITEE IN THE DEFENSE, SETTLEMENT, TRIAL, MEDIATION OR ARBITRATION, AND (2) PAY ANY JUDGMENT OR AWARD OBTAINED AGAINST THE INDEMNITEES OR ANY OF THEM.

NEITHER THE INDEMNITY OBLIGATIONS UNDER THIS SECTION, NOR ANY COMMON LAW AND/OR STATUTORY CONTRIBUTION RIGHTS OR OTHER RIGHTS OF LENNAR OR ANY INDEMNITEE, SHALL BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGE, COMPENSATION, OR BENEFITS PAYABLE BY OR FOR THE SUBCONTRACTOR OR LENNAR UNDER INSURANCE POLICIES, WORKERS' COMPENSATION ACTS, DISABILITY BENEFIT ACTS, OR OTHER EMPLOYEE BENEFIT ACTS AND SUBCONTRACTOR EXPRESSLY WAIVES ANY RIGHT IT MAY HAVE TO ASSERT ANY SUCH LIMITATION. THIS PROVISION IS SEPARATE AND DISTINCT FROM, AND IN ADDITION TO, ANY OTHER PROVISION OR SECTION IN THIS AGREEMENT, INCLUDING ANY PROVISION OR SECTION CONCERNING INDEMNIFICATION AND PROCUREMENT OF INSURANCE. IT IS SPECIFICALLY AGREED WITH RESPECT TO ANY LEGAL LIMITATIONS NOW OR HEREAFTER IN EFFECT AND AFFECTING THE VALIDITY OR ENFORCEABILITY OF THE INDEMNIFICATION OBLIGATION UNDER THIS SECTION, THAT SUCH LEGAL LIMITATIONS ARE MADE A PART OF THE INDEMNIFICATION OBLIGATION AND SHALL OPERATE TO AMEND THE INDEMNIFICATION OBLIGATION TO THE MINIMUM EXTENT NECESSARY TO BRING THE PROVISION INTO CONFORMITY WITH THE REQUIREMENTS OF SUCH LIMITATIONS, AND AS SO MODIFIED, THE INDEMNIFICATION OBLIGATION SHALL CONTINUE IN FULL FORCE AND EFFECT, EVEN AFTER DELIVERY OF THE GOODS OR TERMINATION OF THIS AGREEMENT.

EXCEPT AS EXPRESSLY PROVIDED OTHERWISE, IT IS THE SPECIFIC INTENT OF THIS INDEMNITY THAT THE SUBCONTRACTOR IS INDEMNIFYING THE INDEMNITEES FROM ACTS OF NEGLIGENCE OF INDEMNITEES. SUBCONTRACTOR ON BEHALF OF ITSELF AND ANY OF ITS INSURERS, EXPRESSLY WAIVES ANY RIGHT OF SUBROGATION THAT IT OR ITS INSUREDS MAY HAVE AGAINST THE INDEMNITEES OR ANY OR THEM. ADDITIONALLY, ALL POLICIES PROCURED BY SUBCONTRACTOR AND ITS SUBCONTRACTORS AND SUPPLIERS PURSUANT TO THIS AGREEMENT OR ANY PURCHASE ORDER, SHALL BE PRIMARY (AS TO ANY INSURANCE POLICY OR POLICIES OF LENNAR IN WHATEVER FORM OR NATURE) AND SHALL EXPRESSLY STATE THAT THE INSURER WAIVES ALL RIGHTS OF SUBROGATION AGAINST LENNAR AND ANY OF THE OTHER INDEMNITEES. FURTHER, SUBCONTRACTOR SHALL DEFEND AND INDEMNIFY ANY OF THE INDEMNITEES AGAINST ANY CLAIMS OR ACTIONS FOR SUBROGATION BY ANY INSURER PROVIDING COVERAGE TO SUBCONTRACTOR.

In any and all claims against Lennar hereunder by any employee of Subcontractor or any employee of any other person or entity acting by, through or under Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Subcontractor or any Sub-subcontractor or supplier under workers' or workmen's compensation acts, disability acts or other employee benefit acts, and Subcontractor expressly waives any right it may have to assert such limitation. Subcontractor expressly waives any right of subrogation that it or its insurers may have against the Indemnitees or any of them. In addition, in no event shall Subcontractor's obligations hereunder be limited to the extent of any insurance available to or provided by Subcontractor. The indemnity obligations in this Agreement shall not be limited by the insurance required to be provided by Subcontractor pursuant to this Agreement; nor shall the insurance requirements of this Agreement be limited by the indemnity obligations of this Agreement.

15. DISPUTE RESOLUTION: If Lennar is involved in or becomes involved in litigation, arbitration, judicial reference or other alternative dispute resolution procedure ("ADR") with a third party and Lennar or any other party joins Subcontractor as a party to such ADR, then the disputes between Lennar and Subcontractor relative to the claims involved in the ADR proceeding shall be resolved in such proceeding. In the event that Lennar is required, by law or by contract, to resolve a dispute with a third party in an ADR forum, Subcontractor agrees to participate in and be bound by such procedure. In all other circumstances, Lennar and Subcontractor agree to resolve their disputes in a court of law located in the county in which the Project Site is located. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF LENNAR AND SUBCONTRACTOR IRREVOCABLY, UNCONDITIONALLY, KNOWINGLY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY. Excluding attorneys' fees and costs that are expressly recoverable by Lennar pursuant to this Agreement, and notwithstanding any law allowing the award of same, both Lennar and Subcontractor agree that (i) neither party shall be entitled to recover any attorneys' fees, costs or expenses even if one party is found to be the prevailing party; and (ii) both parties expressly waive their right to recover attorneys' fees as the prevailing party.

16. INDEPENDENT CONTRACTOR/AUTHORITY: Subcontractor is acting as an independent contractor and not a partner or joint venturer of Lennar. Lennar is solely responsible for the employment, acts, errors, omissions, control and direction of its employees, agents, and Sub-subcontractors. Nothing contained in this Agreement shall authorize or empower Subcontractor to assume or create any responsibility whatsoever, express or implied, on behalf of or in the name of Lennar, or to bind Lennar in any manner, or make representation, warranty, or commitment on behalf of Lennar, or purchase materials or otherwise incur debts in Lennar's name.

17. CONTRACTOR REGULATION: To the extent required by law, Subcontractor warrants that it is licensed to perform the Work under the applicable PO(s). Subcontractor shall maintain all required permits and licenses in good standing at all times.

18. STANDARDS OF BUSINESS ETHICS: Subcontractor represents that it has not and will not receive or give gifts or gratuities, nor participate in any other conduct in connection with this Agreement or any PO that violates the Standards of Business Ethics and Conduct of Lennar ("Lennar's Business Ethics") (*see* www.Lennar.com). Should any employee of Lennar or any of its Trade Partners engage in any conduct which Subcontractor believes is in violation of Lennar's Business Ethics, Subcontractor shall immediately notify Lennar's representatives in writing at the address provided herein. Violation of Lennar's Business Ethics by Subcontractor shall be deemed a material breach of this Agreement by Subcontractor.

19. MISCELLANEOUS:

19.1 Lennar and Subcontractor acknowledge that they have read, understand, and have had the opportunity to be advised by legal counsel of their own choosing as to each and every one of the terms, conditions, and restrictions and the effect of all the provisions of this Agreement. Lennar and Subcontractor agree that the provisions shall not be construed more strictly against the party who prepared the document.

19.2 Neither this Agreement nor any Work to be performed under any PO, nor the right to payment under this Agreement shall be assigned by Subcontractor without the written consent of Lennar, which consent may be withheld at Lennar's sole discretion.

19.3 This Agreement may be assigned by Lennar to any mortgagee or subsequent owner of the Project who assumes Lennar's obligations under this Agreement. Subcontractor shall perform the Work and fulfill its obligations hereunder for the benefit of such assignee, so long as the assignee is making proper payment to Subcontractor. In the event of such assignment, Lennar shall be relieved of all liability accruing after such assignment. This Agreement shall be binding on the successors, heirs and permitted assigns of the parties.

19.4 This Agreement, the attached Schedules and the PO(s) and Scheduling Notices (s) issued by Lennar to Subcontractor embody the entire agreement between Lennar and Subcontractor and supersede any prior understandings or oral or written agreements between the parties. This Agreement, including this provision, cannot be amended except by written instrument executed by Lennar and Subcontractor. Invalidation of any term or condition of this Agreement by judgment, arbitration award or court order or otherwise shall not affect the validity or enforceability of the remaining terms and conditions.

19.5 All notices given under this Agreement shall be in writing personally delivered sent by reputable overnight business courier and will be deemed effective upon delivery or on the next business day if delivered to the overnight courier prior to their next day delivery deadline. Notices to Lennar and Subcontractor will be sent to the addresses noted in this Agreement. Either party may change the address at which it will receive notice by giving written notice in accordance with this provision.

19.6 If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect provided that the economic and legal substance of the transactions contemplated is not affected in any manner materially adverse to any party. In the event of any such determination, the parties agree to

negotiate in good faith to modify this Agreement to fulfill as closely as possible the original intent and purposes hereof. To the extent permitted by law, the parties hereby to the same extent waive any provisions of law that renders any provision hereof prohibited or unenforceable in any respect.

19.7 In no event shall either party be entitled to any interest on any sum due hereunder in excess of that permitted by applicable law. Notwithstanding anything to the contrary herein, any reference herein to interest accruing on any sum due hereunder shall be deemed to be the lower of: the interest rate stated herein or the maximum rate allowed by law.

19.8 TIME IS OF THE ESSENCE OF THIS AGREEMENT. Any covenants, terms and conditions of a continuing nature shall survive final payment, completion, and acceptance of the Work under this Agreement and any applicable PO and any termination or conclusion of this Agreement and Subcontractor has taken into consideration and made allowances for all the hindrances and delays incident to its Work.

19.9 This Agreement shall be deemed entered into in the state where the Project Site or Job Site is located and shall be interpreted and applied in accordance with the laws of the state where the Project Site or Job Site is located.

19.10 Subcontractor agrees to perform all of its obligations in strict accordance with the terms of this Agreement and in strict accordance with any contract and/or agreement between Lennar and any owner of the property being improved, and in complete satisfaction of such contract and/or agreement between Lennar and such owner. Such contract and/or agreement, to the extent applicable to Subcontractor's Work, shall be deemed to be a part of this Agreement.

19.11 The venue for any disputes between Lennar and Subcontractor shall be as follows: (i) Third Party Actions – If Lennar is involved in litigation or arbitration with a third party and Lennar or any other party joins Subcontractor as a party to the litigation or arbitration, Subcontractor consents to be joined in that same venue; and (ii) Other Actions or Disputes – In all other situations, venue shall be in the state and county where the Project is located.

19.12 Upon reasonable notice, at reasonable times, and at Lennar's cost, Lennar or a third-party retained by Lennar shall have the right to access and audit Subcontractor's books, records and documentation for the purpose of auditing Subcontractor's performance of its obligations under this Agreement or PO. Subcontractor shall cooperate by identifying and gathering documentation relating to Subcontractor's performance of its obligations.

19.13 Subcontractor shall, upon Lennar's request and at Subcontractor's cost, provide training to Lennar and its Trade Partners as to any product or service provided by Subcontractor. Subcontractor and Lennar shall reasonably cooperate in choosing the time, place and frequency of such training.

19.14 To the extent of any conflict or inconsistency between the terms and conditions of the documents set forth below, whether existing or entered into at a later date, the documents shall prevail and take precedence in the order listed below:

a. This Agreement;

b. , Any PO;

c. Any other agreements between Subcontractor and Lennar.

19.15 By signing below, the undersigned certifies that he or she is authorized to execute this Agreement and is taking this action with full authority from the principal.

19.16 This Agreement may be executed in any number of counterparts, a complete set of which shall be deemed to be an original and all of which together shall comprise but a single instrument.

Signatures may be given via facsimile transmission and shall be deemed given as of the date of the transmission of this Agreement by facsimile to the other party.

19.17 Subcontractor acknowledges and understands that all information relating in any way to Lennar or its business or affairs, whether written or oral, obtained by Subcontractor in connection with the Work provided as part of this Agreement or otherwise and any information regarding the nature and extent of this Agreement ("Confidential Information"), shall, unless otherwise specified by Lennar in writing be deemed confidential. Subcontractor acknowledges and understands that Subcontractor's unauthorized disclosure of any Confidential Information would be extremely prejudicial to Lennar.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Lennar Carolinas, LLC

"Lennar"

By: _____

Name: Jason Byham

Title: Division President

By: _____

Name: _____

Title: _____

Guaranteed Framing, LLC.

"Subcontractor"

By: _____

Print Name: Silvio Baptista

Title: President

By: _____

Print Name: _____

Title: _____

Fed I.D. No 20 0365327

License No.

LENNAR

LENNAR CAROLINAS LLC

CHANGE ORDER

AMENDMENT NUMBER 2

TO MASTER TRADE PARTNER AGREEMENT

CONTRACTOR'S STATE LICENSE G111911

DIVISION OFFICE: **Coastal Carolinas**
PROJECT: **All Projects**

This Amendment Number [# 2] to Master Trade Partner Agreement is entered into this **6th day of August, 2015** by and between **Lennar Carolinas, LLC.** ("Contractor") and **Guaranteed Framing, LLC** a **Limited Liability Company** whose address is **668 Marina Drive Suite A-3 Charleston, South Carolina 29492**, telephone number **(843) 725-4050** (herein called "Subcontractor").

RECITALS

A. Contractor and Subcontractor entered into that certain Master Trade Partner Agreement on or about **(Enter MTPA Execution date)**, Master Trade Partner Agreement No. [# 2] ("MTPA"), pursuant to which Subcontractor was to do certain Work in connection with the Project or Job Site. As used herein, and except as hereby expressly provided, all capitalized words and phrases shall have the same meanings as defined in the MTPA and the Agreement as defined therein.

B. Contractor and Subcontractor desire to amend the MTPA as more particularly set forth herein.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the foregoing recitals, and the covenants and conditions contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, Contractor and Subcontractor hereby agree to amend the MTPA in the following respects:

1. Section 3.3.2 is supplemented to add the following thereafter:

   3.3.2.1 SPILL PREVENTION CONTROL AND COUNTERMEASURES. Subcontractor shall comply with all federal, state, and local spill prevention control & countermeasure ("SPCC") statutes, ordinances, rules and regulations, and any amendments thereto, including, but not limited to, the SPCC regulations contained in 40 CFR Part 112 ("SPCC Regulations"), and all amendments thereto; federal, state and local fire codes; federal and state Occupational Health

and Safety Acts (O.S.H.A.); If applicable, the current LEMS SPCC Policy and Guidance Module; applicable Job Site and facility specific SPCC Plans (as defined below); and, SPCC Best Management Practices (BMPs) contained in the Job Site SWPPP, while Subcontractor is mobilized on the Job site or performing Work. Contractor shall make the LEMS SPCC Policy and Guidance Module available for Subcontractors review upon request. In the event there is a conflict between SPCC requirements contained in documents that apply to Subcontractor's Work, e.g. Fire Code, SPCC Plan or SWPPP, Subcontractor shall comply with the most stringent requirements that apply to Subcontractors Work.

Oil, for the purpose of this Section is defined by the SPCC Regulations, and includes, but is not limited to, petroleum, synthetic oils, gasoline, diesel, motor oil, hydraulic oil, waste oil, or grease. Subcontractor shall not mobilize any individual oil storage container with the oil storage capacity of 55 gallons or more onto the Job Site without an express written approval from Contractor. If Contractor has a SPCC Plan in effect for the Job Site, Subcontractor shall comply with Contractor's SPCC Plan in it's entirety. Contractor may request information from Subcontractor to include in a Contractor SPCC Plan, and Subcontractor agrees to provide the requested information to Contractor by the end of the fifth (5th) day following Contractor's written request which may include, but is not limited to, any and all information concerning Subcontractors anticipated or actual oil storage capacity, the nature of the oil to be stored, the locations where the oil will be stored; an estimated inventory and oil storage capacity of containers with an oil storage capacity of 55 gallons or more; secondary containment practices for all oil storage containers, spill response and clean up procedures to be implemented by Subcontractor in the event of a spill, and, documentation of training of Subcontractor's workmen with SPCC responsibility. However, Subcontractor remains independently responsible for understanding and complying with the SPCC Regulations. At all times, Subcontractor shall supply workmen trained with the knowledge, expertise and experience to operate Subcontractor's oil storage facility, regardless of size or storage capacity, in accordance with all federal, state, and local regulations; the SWPPP; and, the SPCC Plan if applicable.

Subcontractor shall immediately notify Contractor of a regulatory inspection and any corrective action, notice of correction, notice of violation or any other type of regulatory enforcement action or notice whether written or verbal regardless of the nature or severity related to SPCC compliance for the Job Site and/or Subcontractor's Work.

The MTPA shall remain in full force and effect, as amended hereby. Hereinafter, all references to the MTPA shall be deemed to refer to the MTPA as amended to date, and as further amended by this Amendment No. [# _2_].

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Agreement as of the day and year first above written.

LENNAR CAROLINAS LLC

"Contractor"

By: _____

Name: Jason Byham

Title: Division President

By: _____

Name: _____

Title: _____

Guaranteed Framing, LLC

"Subcontractor"

By: _____

Print Name: Silvio Baptista

Title: President

By: _____

Print Name: _____

Title: _____

Fed I.D. No 20-0355327

License No.

LENNAR

LENNAR CAROLINAS LLC

CHANGE ORDER

AMENDMENT NUMBER 3

TO MASTER TRADE PARTNER AGREEMENT

CONTRACTOR'S STATE LICENSE G111911

DIVISION OFFICE: **Coastal Carolinas**
PROJECT: **All Projects**

This Amendment Number [#3] to Master Trade Partner Agreement is entered into this **6th day of August, 2015** by and between **Lennar Carolinas, LLC.** ("Contractor") and **Guaranteed Framing, LLC** a **Limited Liability Company** whose address is **668 Marina Drive Suite A-3 Charleston, South Carolina 29492**, telephone number **(843) 725-4050** (herein called "Subcontractor").

RECITALS

A. Contractor and Subcontractor entered into that certain Master Trade Partner Agreement on or about **(Enter MTPA Execution date)**, Master Trade Partner Agreement No. [# 3] ("MTPA"), pursuant to which Subcontractor was to do certain Work in connection with the Project or Job Site. As used herein, and except as hereby expressly provided, all capitalized words and phrases shall have the same meanings as defined in the MTPA and the Agreement as defined therein.

B. Contractor and Subcontractor desire to amend the MTPA as more particularly set forth herein.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the foregoing recitals, and the covenants and conditions contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, Contractor and Subcontractor hereby agree to amend the MTPA in the following respects:

1. Section 15 of the Agreement is deleted in its entirety and is replaced with the following:

   15. ARBITRATION: **If any claim or controversy that arises out of or relates to, directly or indirectly, this Agreement or any dealings between the parties cannot be settled by the parties within sixty (60) days after Contractor is first provided written notice of the claim or controversy by Subcontractor, the parties agree to first try in good faith to settle the**

dispute by mediation pursuant to the Construction Industry Mediation Rules of the American Arbitration Association. If the claim or controversy is not settled by mediation, the claim or controversy shall be resolved by final and binding arbitration pursuant to the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Should a claim or controversy arise between Contractor and a buyer of a residence regarding materials supplied or work performed by or through Subcontractor, Subcontractor agrees to participate as a party in, and be bound by, any mediation and arbitration proceedings between Contractor and the buyer. Subcontractor shall incorporate provisions in all agreements with its lower tier subcontractors executed by Subcontractor with respect to the Work requiring any affected lower tier subcontractor to participate in, and be bound by, such arbitration. Notwithstanding the foregoing, in the event Contractor is named in a lawsuit or other action brought by any third party (including any individual claiming to be an employee of Subcontractor) and Contractor is unable to compel binding arbitration of such lawsuit or action, then Contractor shall have the right, but not the obligation, to bring a third party action against Subcontractor in whatever forum the underlying lawsuit or action is pending.

The MTPA shall remain in full force and effect, as amended hereby. Hereinafter, all references to the MTPA shall be deemed to refer to the MTPA as amended to date, and as further amended by this Amendment No. [# _3_].

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Agreement as of the day and year first above written.

LENNAR CAROLINAS LLC

"Contractor"

By: _____

Name: Jason Byham

Title: Division President

By: _____

Name: _____

Title: _____

Guaranteed Framing, LLC

"Subcontractor"

By: _____

Print Name: Silvio Baptista

Title: President

By: _____

Print Name: _____

Title: _____

Fed I.D. No 20-0355327

License No.

LENNAR

LENNAR CAROLINAS LLC

CHANGE ORDER

AMENDMENT NUMBER 4

TO MASTER TRADE PARTNER AGREEMENT

CONTRACTOR'S STATE LICENSE **G111911**

DIVISION OFFICE: **Coastal Carolinas**
PROJECT: **All Projects**

This Amendment Number [# 4] to Master Trade Partner Agreement is entered into this **6th day of August, 2015** by and between **Lennar Carolinas, LLC.** ("Contractor") and **Guaranteed Framing, LLC** a **Limited Liability Company** whose address is **668 Marina Drive Suite A-3 Charleston, South Carolina 29492,** telephone number **(843) 725-4050** (herein called "Subcontractor").

RECITALS

A. Contractor and Subcontractor entered into that certain Master Trade Partner Agreement on or about **(Enter MTPA Execution date),** Master Trade Partner Agreement No. [#4] ("MTPA"), pursuant to which Subcontractor was to do certain Work in connection with the Project or Job Site. As used herein, and except as hereby expressly provided, all capitalized words and phrases shall have the same meanings as defined in the MTPA and the Agreement as defined therein.

B. Contractor and Subcontractor desire to amend the MTPA as more particularly set forth herein.

TERMS AND CONDITIONS

NOW, THEREFORE, In consideration of the foregoing recitals, and the covenants and conditions contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, Contractor and Subcontractor hereby agree to amend the MTPA in the following respects:

1. Section 5.2 of the Agreement is deleted in its entirety and is replaced with the following:

   5.2 CONDITIONAL/UNCONDITIONAL LIEN WAIVERS. As a condition precedent to receiving each and any payment for Work as described in Section 12 hereof, Subcontractor and, if applicable, each of its Sub-Subcontractors and suppliers shall execute and furnish to Contractor a Conditional Lien Waiver and Release in substantially the form of "Conditional Waiver and Release Upon Final Payment" (attached hereto as Schedule "B-1") acknowledging receipt of such

payment to the extent payment is actually received. Subsequent to receiving payment, Subcontractor and if applicable, each of its Sub-subcontractors and suppliers shall execute and provide to Contractor an Unconditional Lien Waiver and Release in substantially the form of "Unconditional Waiver and Release Upon Final Payment" (attached hereto as Schedule "B-2") acknowledging receipt of all payments due with respect to such Work. Subcontractor agrees that, in lieu of preparing or providing lien waivers for each property for which Work was provided and/or materials were supplied, one lien waiver referencing payment for multiple addresses shall have the same force and effect as multiple lien waivers. Subcontractor shall include this one-waiver-for-multiple-addresses agreement in each contract with its Sub-subcontractors and suppliers relating to the Work. The lien waivers required to be delivered to Contractor by Subcontractor under this Agreement may be photocopies or facsimile copies, and Subcontractor hereby acknowledges that should it provide a photocopy or facsimile of a lien waiver on behalf of itself or one of its Sub-subcontractors or suppliers, such photocopy or facsimile shall have the same legal force and effect as an original lien waiver. Subcontractor shall also comply with all procedural requirements of laws of the state that govern this Agreement with respect to the enforceability of such lien waivers. Regardless of this section, Subcontractor agrees to provide Contractor with labor, materials and supplies that are free and clear of any debt or lien against the labor, materials or supplies and, in addition to any other indemnification obligations under this Agreement, Subcontractor shall indemnify, defend, and hold Contractor harmless from and against any claim, loss, cost or expense relating to any debts or liens against the Property relating to the Work. Subcontractor shall include such requirements in each contract with its Sub-subcontractors and suppliers relating to the Work.

The MTPA shall remain in full force and effect, as amended hereby. Hereinafter, all references to the MTPA shall be deemed to refer to the MTPA as amended to date, and as further amended by this Amendment No. [# 4_].

[Continued on following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Agreement as of the day and year first above written.

LENNAR CAROLINAS LLC

"Contractor"
By: _____
Name: Jason Byham
Title: Division President
By: _____
Name: _____
Title: _____

Guaranteed Framing, LLC
"Subcontractor"
By: _____
Print Name: Silvio Baptista
Title: President
By: _____
Print Name: _____
Title: _____

Fed I.D. No 20-0355327
License No.

SOUTH CAROLINA ADDENDUM TO MASTER TRADE PARTNER AGREEMENT

THIS SOUTH CAROLINA ADDENDUM TO MASTER TRADE PARTNER AGREEMENT is made a part of the Master Trade Partner Agreement, which is dated August 6, 2015, by and between Contractor and Subcontractor ("Agreement"). Terms used herein are as defined in the Agreement.

1. Section 5.2 is amended by substituting the South Carolina state specific Mechanics Lien Release forms attached hereto as Exhibit "A" as a substitute for (i) Schedule "B-1" – Conditional Waiver and Release Upon Final Payment, as referenced in Section 5.2, and (ii) Schedule "B-2" – Unconditional Waiver and Release Upon Final Payment, as referenced in Section 5.2.

2. Section 12.4 is deleted in its entirety.

3. Except as modified by this Addendum, all terms and conditions of the Agreement remain in full force and effect.

Dated this 6th day of August, 2015

SUBCONTRACTOR: Guaranteed Framing, LLC

By: _____

Name: Silvio Baptista

Title: President

Address: 668 Marina Dr. Ste. A3

Charleston, SC 29492

Lennar Carolinas LLC

By: _____

Name: Jason Byham

Title: Division President

Address: 1941 Savage Road suite 100-c Charleston, SC 29407

INITIAL_____

SC-HB MTPA-Addendum-11-10-11-Final

LENNAR

ADDENDUM TO CONTRACTOR BASE AGREEMENT

SAFETY SURVEY GUIDELINES FOR CONTRACTORS

THE CONTRACTORS AGREES TO COMPLY WITH THE REQUIREMENTS OF THE OCCUPATION SAFETY AND HEALTH ACT, TO INCLUDE BUT NOT LIMITED TO THE FOLLOWING CRITERIA:

OSHA STANDARD	GENERAL GUIDELINES
PERSONAL PROTECTIVE EQUIPMENT	
HARD HAT	♦ SHALL BE WORN ON ALL CONSTRUCTION SITES (CURB TO CURB)
EYE PROTECTION	♦ IS REQUIRED WHENEVER THERE ARE FLYING PARTICLES THAT COULD STRIKE THE EYES. SUCH AS PNEUMATIC TOOLS, SAWING, JACK HAMMERING, DRILLING, SANDING, ETC.
PROPER FOOTWEAR/CLOTHING	♦ APPROPRIATE FOR THE JOB BEING DONE SUCH AS CARPENTERS WEARING A SHOE WITH A SOLE THAT WILL RESIST NAIL PENETRATION AND WEARING GLOVES, LONG SLEEVES SHIRTS AND LONG PANTS WHEN APPROPRIATE
DUST, MISTS, PAINT, FIBROUS MATERIALS	♦ DUST MASKS OR APPROPRIATE RESPIRATORY EQUIPMENT WILL BE USED
EXTERIOR FALL PROTECTION IN USE	
ROOFS	♦ A SLIDE GUARD SHALL BE USED ON ROOFS WITH A PITCH UP TO 8:12 AND EAVE IS 25 FEET OR LESS. OVER 9:12 PITCH CONVENTIONAL FALL PROTECTION SHALL BE USED.
LANDINGS	♦ IF THE LANDING IS OVER 6 FEET ABOVE THE ADJACENT SURFACE THERE MUST BE A STANDARD GUARDRAIL
DECKS	♦ IF THE DECK IS 3 FEET OR OVER ABOVE THE ADJACENT SURFACE THERE MUST BE A STANDARD GUARDRIAL
STEPS	♦ NO POINT OF ACCESS CAN HAVE A STEP GREATER THAN 19 INCHES
OPEN SIDED PLATFORMS	♦ IF THERE ARE 4 OR MORE RISERS OR 30 INCHES OF RISE, (WHICH EVER IS LESS) THEN THERE MUST BE A HANDRAIL ♦ ALL PLATFORMS 3 FEET OR MORE ABOVE THE ADJACENT SURFACE MUST BE GUARDED WITH A STANDARD GUARDRAIL
SCAFFOLDING	♦ SET UP ON FIRM SOLID GROUND ♦ NO BRICKS, BLOCKS OR SCRAP LUMBER USED TO LEVEL THE SCAFFOLD, ONLY USE PROPER LEVELING APPARATUS ♦ SCAFFOLDING OVER 10 FEET HIGH MUST HAVE GUARDRAIL,MID-RAIL AND TOE BOARD ON ALL OPEN SIDES.

Subcontractors Initials SB

LENNAR

ADDENDUM TO CONTRACTOR BASE AGREEMENT

SAFETY SURVEY GUIDELINES FOR CONTRACTORS

THE CONTRACTORS AGREES TO COMPLY WITH THE REQUIREMENTS OF THE OCCUPATION SAFETY AND HEALTH ACT, TO INCLUDE BUT NOT LIMITED TO THE FOLLOWING CRITERIA:

OSHA STANDARD	GENERAL GUIDELINES
INTERIOR FALL PROTECTION IN USE	
HAND RAILS	♦ STAIRS WITH MORE THAN 3 RISERS MUST BE EQUIPPED WITH A HANDRAIL LOCATED BETWEEN 30" AND 37" ABOVE THE STAIR TREAD IN-LINE WITH THE RISER ♦ HANDRAIL MUST BE CONTINUOUS AND BE LOCATED A MINIMUM OF 3" OUT FROM THE WALL STAIR RAILS
STAIR RAILS	♦ ANY STAIRS WITH AN OPEN SIDE OF 4 OR MORE RISERS MUST BE EQUIPPED WITH A STAIR RAIL ON THE OPEN SIDE ♦ STAIR RAIL SHALL BE NOT LESS THAN 36" FROM THE TOP OF THE STAIR RAIL TO THE SURFACE OF THE TREND, IN LINE WITH THE FACE OF THE RISER AT THE FORWARD EDGE OF THE TREAD
OPEN SIDED PLATFORMS	♦ ALL PLATFORMS 6 FEET OR MORE ABOVE THE ADJACENT SURFACE MUST BE GUARDED OR COVERED.
FLOOR OPENING	♦ ANY OPENING IN THE FLOOR GREATER THEN 12"x12" MUST BE PROPERLY GUARDED OR COVERED
WALL OPENINGS	♦ ANY OPENING IN THE WALL THAT IS GREATER THAN 18"x30" IS CONSIDERED TO BE A "WALL OPENING" AND MUST BE GUARDED IF THERE IS GREATER THAN A 4-FOOT FALL TO THE ADJACENT SURFACE
WINDOWS	♦ WHEN THE WINDOW HAS NOT BEEN INSTALLED AND THE DISTANCE FROM THE WINDOW SILL TO THE GROUND IS GREATER THAN 4 FEET, THE WINDOW MUST BE GUARDED AS FOLLOWS: o IF THE SILL HEIGHT IS BETWEEN 12" AND 39" ABOVE THE FLOOR THERE MUST BE A STANDARD GUARDRAIL LOCATED AT 42" HIGH o IF THE SILL HEIGHT IS BETWEEN 4" AND 12" ABOVE THE FLOOR THERE MUST BE A STANDARD GUARDRAIL AT 42" AND A MID-RAIL HALFWAY BETWEEN THE SILL AND THE GUARDRAIL o IF THE SILL HEIGHT IS LESS THEN 4" ABOVE THE FLOOR THERE MUST BE A STANDARD GUARDRAIL, MID-RAIL AND A 4" TOE BOARD
SCAFFOLDING	♦ SET UP ON FIRM SOLID GROUND ♦ NO BRICKS, BLOCKS OR SCRAP LUMBER USED TO LEVEL THE SCAFFOLD, ONLY USE PROPER LEVELING APPARATUS

Subcontractors Initials EB

LENNAR

ADDENDUM TO CONTRACTOR BASE AGREEMENT

SAFETY SURVEY GUIDELINES FOR CONTRACTORS

THE CONTRACTORS AGREES TO COMPLY WITH THE REQUIREMENTS OF THE OCCUPATION SAFETY AND HEALTH ACT, TO INCLUDE BUT NOT LIMITED TO THE FOLLOWING CRITERIA:

OSHA STANDARD	GENERAL GUIDELINES
	♦ SCAFFOLDING OVER 10 FEET HIGH MUST HAVE GUARDRAIL, MID-RAIL, AND TOE BOARD ON ALL OPEN SIDES.
LADDERS	
GOOD CONDITION	♦ NO JOB BUILT LADDERS
	♦ NO BROKEN SIDE RAILS OR STEPS
	♦ NO HOMEMADE REPAIR
	♦ ALL BRACES INSTALLED BY THE MANUFACTURER ARE IN PLACE AND UNDAMAGED.
PROPER USE	♦ USED ACCORDING TO MANUFACTURERS SAFE USE INSTRUCTIONS. EXAMPLE: STEPLADDERS MUST BE OPENED AND RESTING ON ALL 4 FEET
	♦ EXTENSION LADDERS MUST EXTEND A MINIMUM OF 3' PAST THE WORKING PLATFORM
TRENCHING & EXCAVATION	
PROTECTIVE SYSTEM	♦ IF THE EXCAVATION IS 5-FEET OR DEEPER THEN A PROTECTIVE SYSTEM MUST BE USED, PROTECTIVE SYSTEM INCLUDE: o SLOPING o SHORING o BENCHING
	♦ THE PROTECTIVE SYSTEM ALLOWED WILL DEPEND ON THE SOIL CLASSIFICATION (TYPE A, B OR C SOIL)
PERIMETER GUARDING	♦ IF THE EXCAVATION, TRENCH, OR POOL COULD POSE A FALL HAZARD TO WORKERS ON THE JOB, OR THE GENERAL PUBLIC THERE NEEDS TO BE A BARRIER IN PLACE THAT WILL RESTRICT ACCESS ON THE SITE
POWER TOOLS	
CONDITION	♦ NO BROKEN HANDLES, SWITCHES OR CASINGS
GUARDS	♦ ALL GUARDS MUST BE IN OPERATIONAL CONDITION AND FUNCTIONING
CORDS	♦ NO BREAKS IN THE INSULATION ♦ BE OF THE SIZE AND TYPE SPECIFIED BY THE MANUFACTURE

Subcontractors Initials SG

LENNAR

ADDENDUM TO CONTRACTOR BASE AGREEMENT

SAFETY SURVEY GUIDELINES FOR CONTRACTORS

THE CONTRACTORS AGREES TO COMPLY WITH THE REQUIREMENTS OF THE OCCUPATION SAFETY AND HEALTH ACT, TO INCLUDE BUT NOT LIMITED TO THE FOLLOWING CRITERIA:

OSHA STANDARD	GENERAL GUIDELINES
EXTENSION CORDS	
CONDITION	♦ NO BREAKS IN THE INSULATION
	♦ NO SPLICES IN THE CORD
	♦ NO SPLICES IN THE CORD
PROPER GROUND	♦ EQUIPPED WITH GROUND PRONGS
GFI PROTECTED	♦ ALL EXTENSION CORDS MUST BE PROVIDED WITH A GFCI AS CLOSE TO THE POWER SOURCE AS POSSIBLE, OR BE COVERED BY WRITTEN "ASSURED EQUIPMENT GROUNDING" PROGRAM
	♦ MUST HAVE STRAIN RELIEF; ALL CORDS MUST BE PROPERLY TIED OFF TO TEMPORARY POLE OR GENERATOR TO PREVENT PARTIAL DISCONNECTION
TANKS	
STORED & SECURED	♦ ALL TANKS MUST BE: o STORED ON A FIRM LEVEL SURFACE o SECURED FROM FALLING OVER o AREA DESIGNATED "NO SMOKING" WITHIN 100 FEET o IN AN AREA THAT PROTECTS THEM FROM BEING STRUCK BY EQUIPMENT AND VEHICLES o IF THERE IS OVER 500 POUNDS IN TOTAL QUANTITY THE STORAGE AREA, CAN NOT BE WITHIN 25 FEET OF ANY BUILDING OR STRUCTURE
OUT OF THE HOMES	♦ NO LP TANKS ARE TO BE STORED IN A HOME
GROUND FAULT PROTECTION	
GFCI TEMP. POLES	♦ ALL TEMPORARY POWER POLES MUST PROVIDE GFCI PROTECTION ♦ GFCI BREAKERS MUST BE CHECKED BEFORE USING TO INSURE THEY ARE WORKING

Subcontractors Initials SB

LENNAR

ADDENDUM TO CONTRACTOR BASE AGREEMENT

SAFETY SURVEY GUIDELINES FOR CONTRACTORS

THE CONTRACTORS AGREES TO COMPLY WITH THE REQUIREMENTS OF THE OCCUPATION SAFETY AND HEALTH ACT, TO INCLUDE BUT NOT LIMITED TO THE FOLLOWING CRITERIA:

OSHA STANDARD	GENERAL GUIDELINES
GENERATOR GFCI PROTECTED	♦ IF THE GENERATOR IS OVER 5 KW IT MUST BE GROUNDED ♦ ALL TEMPORARY POWER MUST BE EQUIPPED WITH GFCI PROTECTION
GENERATORS, COMPRESSORS AND MIXERS	
CONDITIONS	♦ MUST BE IN GOOD WORKING ORDER
GUARDS	♦ NO BROKEN, MISSING OR MODIFIED COMPONENTS ♦ ALL MOVING PARTS, ROLLERS BLADED GEARS, PULLEYS, AND PINCH POINTS ARE TO BE GUARDED
CORDS & HOSES	♦ ARE TO BE IN GOOD CONDITION WITH NO BREAKS OR HOMEMADE REPAIRS ♦ ALL CORDS AND HOSES ARE TO BE OF THE TYPE AND SIZE SPECIFIED BY THE MANUFACTURER
HOUSEKEEPING	
MATERIAL STORED PROPERLY	♦ MATERIAL STORED IN A MANNER THAT WOULD NOT POSE A HAZARD ♦ DRYWALL, PLYWOOD, OSB AND FLOORING STACKED FLAT ♦ STACKED IN A MANNER THAT WOULD RESIST FALLING
WORK AREAS /PASSAGEWAYS	♦ CLEARS OF DEBRIS, FORM AND SCRAP LUMBER, LUMBER WITH NAILS
COMBUSTIBLES STORAGE	♦ COMBUSTIBLES AND FLAMMABLES STORED IN AN APPROPRIATE AREA THAT IS IDENTIFIED ♦ FLAMMABLE AND COMBUSTIBLE LIQUIDS STORED IN AN APPROVED METAL SYSTEM CAN

LENNAR Carolinas LLC :

BY: _____

Print Name: Jason Byham

Title: Division President

SUBCONTRACTOR:

Company Name: Guaranteed Framing, LLC

Print Name: Silvio Baptista

Signature: _____

Subcontractors Initials _____

Initials : _____ _____
Trade Partner Lennar

LENNAR®

Schedule A
Scope of Work for
GENERAL REQUIREMENTS

Subcontractor or supplier, (hereinafter referred to as Trade Partner, without differentiation of being an individual or an entity), will adhere to all City, County, State and Federal building codes, regulations, and licensing in all areas work is to be performed as it pertains to trade partner's classification.

The Trade Partner acknowledges that the Scopes of Work, in combination with other documents are an integral part of the Master Trade Partner Agreement (The Agreement) and agrees that should conflict between the requirements contained within said documents occur, that the most stringent of requirements shall be followed and further, such requirements shall be considered the minimum standard by which services are performed or material supplied.

Lennar Carolinas, LLC reserves the right to modify the specifications at any time. In the event that this occurs, the trade partner will be notified prior to implementation of said change.

GENERAL REQUIREMENTS

CAPABILITY

1. Trade Partner agrees that they are capable of performing the tasks to which they will enter into a contract for, they are experienced in such manner of work and services and have the capability of performing to the standard set forth by Lennar, State and Local code requirements, and those set forth by manufactures of the materials or products used in performing their contracted work.
2. Trade Partner acknowledges that conflicts regarding the requirements of the entities above may exist and, further, agrees to perform to the most stringent of the requirements as a normal course of their business.
3. Trade Partner agrees to establish and maintain administrative support to adequately, effectively and efficiently support the requirements of a Trade Partner for Lennar. Some, but not all, requirements are:
   a. Internet access and ability to obtain information from Lennar or their assigns
   b. Telephone communication with field crews, supervision, administrative support and management.
   c. Administrative support adequate for the contracted services provided.
   d. Financial control to support the billing and payment process established by Lennar.
   e. Field supervision which is readily available, accessible and able to communicate with Lennar personnel.
   f. Customer service & emergency staff and procedures that support the Lennar minimum requirements.
   g. Material estimating and take off capability that support the Lennar minimum requirements.
4. Trade Partner acknowledges that they have financial capability required to consistently perform services and/or supply materials to meet the requirements of the Lennar construction schedule, customer service schedule and quality requirements.
5. Trade Partner acknowledges that service work of any kind is a critical element of the Agreement and agrees to perform and complete required service as scheduled.

6. Trade Partner acknowledges and agrees that they are capable of, willing to and shall, adjust to meet requirements of unforeseen events that may affect the construction schedule, customer service schedule or quality requirements.
7. Trade partner agrees that he is acquainted with and will instruct his employees on the Construction Safety Requirements of the Occupational Safety and Health Act of 1970. That all current requirements pertaining to OSHA will be adhered as it pertains to trade partner's classification. When requested, the Trade partner is required to furnish Lennar Carolinas, LLC with a written copy of trade partner's safety program. Further, The Trade Partner agrees that their employees or trade partners will comply with the provisions of these acts. Trade Partner agrees to be financially liable for any fines imposed on Lennar for violations of these provisions due to unsafe acts by the Trade Partners employees. The Trade Partner agrees that these same conditions shall apply to work sublet by said Trade Partner, its agents, and material men.
8. Trade Partner shall maintain, and produce upon request any documents required to confirm compliance with OSHA and Material Safety Data Sheets, (MSDS) relating to any materials used on the job site.
9. Trade Partner is current with Environmental Protection Agency requirements and shall act in accordance of these requirements while on any Lennar owned or controlled site.
10. The Trade Partner agrees to cooperate with ongoing quality control of materials, plans, specifications and general work practices.

PERFORMANCE

1. Trade Partner agrees that Time is of the Essence and shall diligently and efficiently perform their contracted tasks to adhere to both the Lennar construction schedule and customer service schedule. Trade Partner acknowledges that in doing so specific performance is agreed to.
2. All work will be performed in accordance to Lennar Carolinas, LLC plans, specifications, design standards and home selections. No changes will be allowed without written consent and signed authorization from Lennar on a Lennar Change Order or Purchase Order.
3. Trade Partner acknowledges that the Lennar Specifications, Trade Partner specific Scope of Work, Color Selections, Options Descriptions and The Lennar 1-2-10 Warranty are inherent parts of the Agreement and agrees to perform services and supply materials to these requirements.
4. A new set of plans is required for each home. Plans are subject to changes and modifications. It is the responsibility of the Trade Partner to have the construction plans before beginning work. Trade Partner shall access plans through Buzzsaw and/or Box.com. The Trade Partner, at no cost to Lennar Carolinas, LLC, will correct any errors that occur from using an incorrect set of plans.
5. No work will be performed over previous trade partner work that is of inferior quality, incorrectly built or at a variance to Lennar Carolinas, LLC plans. Trade Partner agrees to immediately notify a Lennar Construction Manager of any such occurrences.
6. The Trade Partner shall accept the work of prior Trade Partners before proceeding. In the event the prior work was done in a defective manner, this Trade Partner shall promptly notify the Lennar Construction Manager of alleged defective work verbally and then in writing before proceeding. In the event that Trade Partner proceeds before the defective work is corrected, this Trade Partner shall bear full responsibility if the work in place is not acceptable.
7. The trade partner acknowledges and agrees that work must be completed per Lennar Carolinas, LLC construction and customer service schedule.
8. The Trade Partner agrees to provide competent supervision at all times.
9. The Trade Partner will inspect the quality of materials and shall inspect materials for correct quantities.
10. The Trade Partner shall conduct regular quality inspections that support the written Scopes of Work and the spirit in which those documents were forged.
11. No substitution of materials shall be allowed. Trade Partner is required to contact the Lennar

Construction Manager and Lennar Carolinas, LLC purchasing department immediately if any product should become unavailable which may cause a delay in performing to the construction or customer service schedule.

12. The Trade Partners work must pass all inspections pertaining to the installation provided by trade partner. Corrections required by third party inspectors or during quality inspections will be at the expense of the trade partner. Any items found during the final inspection that need correction shall be corrected before payment is made.
13. The trade partner shall ensure that the work environment is kept clean and free from hazards. Excess materials from each house shall be removed from the site, stored at a Lennar approved location, or stacked neatly in garage.
14. Trade Partner agrees to repair any damages to his work not of his doing and will be paid at a fair and predetermined rate. Trade Partner will be required to pay for any damages to existing work if it is determined that said Trade Partner and/or their employees were the cause of such damage.
15. Trade Partner is responsible for contacting utility companies or utility locating company prior to commencement of work. Trade Partner is responsible to determine locations of all other subsurface utility lines and meters, which may be present on any home site. Any damage done by the Trade Partner will be the responsibility of the partner.
16. The Trade Partner shall keep the waste of materials to a minimum. Wasted or damaged materials will be at the expense of the trade partner.
17. Trade Partner will communicate to Lennar Purchasing regarding material overages or shortages,
18. The Trade Partner shall protect the streets, curb and gutters from damages during the process of performing their contracted services, including the delivery or removal or materials which they supply or manage.
19. No materials will be stockpiled in the street. Materials delivered or dropped in the street will be moved immediately.
20. All streets and flatwork will be broom-swept by Trade Partner responsible for mud, or other surface staining caused by their vehicle and/or equipment. If streets and flatwork are heavily stained or soiled, Trade Partner will be responsible for the cost incurred by Lennar Carolinas, LLC for a wash truck and/or pressure washing of the affected areas.
21. Posted speeds, parking and conduct requirements shall be followed at all times.
22. Smoking is prohibited on Lennar Jobsites.

INCLUSIONS

1. All services rendered and material supplied includes all applicable taxes.
2. All services performed and material supplied shall be based on a per unit basis.
3. Trade partner is required to provide an itemized material take-off list. Therefore, any items necessary to complete the work, but not shown or implied on the drawings or in the specifications, but necessary to complete the systems depicted in order to meet all codes, shall be included in this contract.
4. Trade Partner shall supply all tools, labor, and equipment required to perform the work as contracted. Trade partner shall supply all equipment (i.e. forklifts, cranes, ladders, scaffolding), as required, for the contracted work.
5. Trade Partner shall supply fuel and temporary power, compressors and all associated devices as and when required.
6. Trade partner is required to provide all fasteners (nails, staples, button caps, etc.) required to assemble the materials in accordance to the best practices of industry standards and adhere to all local, national codes, and/or governing codes and requirements.
7. All materials supplied by the Trade Partner shall be new materials of guaranteed quality.

CLEAN UP AND JOB MAINTENANCE

1. The Trade Partner shall clean their work area and surrounding site at the completion of each work day.

Initials : _____ _____
Trade Partner Lennar

2. When complete, the Trade partner shall broom clean the home, garage and exterior porches and patio's etc. The yard shall be cleaned completely of any Trade Partner generated trash, material or other items.
3. When required, the Trade Partner shall remove their waste, trash and excess material from the Lennar site.
4. Trash shall be placed in the Lennar approved location or container. Excess material shall be neatly stacked in a location designated by the Lennar Construction Manager.

WARRANTY AND CUSTOMER SERVICE

1. Trade Partner will provide phone number and contact response for emergency service.
2. Service response and completion to these requests will not exceed 72 hours after notification.
3. Trade Partner agrees to material and labor warranty, from date of closing on the home as per the Lennar 1-2-10 Warranty. This warranty includes but is not limited to: defect in workmanship, improper installation, and/or defective new materials supplied by trade partner to fasten or assemble materials provided by Lennar Carolinas, LLC.
4. Trade Partner shall be responsible for all customer service/walk through items pertaining to this contract. Failure to comply with customer service or walk through request within (3) days of notification will result in Lennar Carolinas, LLC, finishing the work and back-charging the costs to Trade Partner. The Trade Partner shall have 24 hours (in an emergency) in which to correct any Warranty problem. If the problem is not corrected within the time frames established above then Lennar Carolinas, LLC shall correct the problem and will back-charge the trade partner at the rate of $25.00 per hour, with a minimum charge of $100.00 plus the cost of any materials.

BACK CHARGES AND ASSESMENT OF PERFORMANCE FINES

1. Trade Partner acknowledges and agrees that Lennar may at times, due to lack of performance by the Trade Partner or due to lack of quality in material and/or workmanship, assess a back charge or performance fine.

This Scope of Work executed this 22 day of May, 20 15

Trade Partner: Guaranteed Framing LLC 843-725-4050
Company Name Phone Number

1908 Marina Dr. Ste. A-3
Address

Charleston, SC 29492
City, State, and Zip Code

By: Silvio B. Baptista President
Print Name Title

Signature

Contractor: Lennar Carolinas, LLC

By: _____ Director of Purchasing
Title

Initials : _____ _____
Trade Partner Lennar

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Schedule A
Scope of Work for
FRAMING SPECIFICATIONS

SECTION 1: INSTALLATION & TOLERANCES, MATERIAL MANAGEMENT AND SAFETY

1. When cutting any framing member, the finished size shall be within 1/16 inch of actual measurement.
2. All framing members shall be installed of the size depicted on the plans.
3. Fasteners shall be of the size and quantity depicted on the plans, or as required by the manufacturer and/or as per code requirements and local jurisdiction.
4. Framing members shall be installed within 1/8 inch of locations depicted on the plans.
5. Total dimensions of installed framing members shall be within 1/8 inch of dimensions as depicted on the plans.
6. Maximum tolerances of installed framing members are:
    a. Evenness of floors shall not exceed 1/4 inch within a 32 inch area.
    b. Floors shall be installed to not exceed 3/8 inch out of level in over a 20 foot run.
    c. Studs shall not exceed a bow of 3/8 inch within a 32 inch horizontal run.
    d. Studs shall not exceed a bow of 3/8 inch within an 8 foot vertical run.
    e. Walls and framing members shall not exceed 1/4 inch out of plumb within a 32 inch vertical run or 3/8 inch out of level in a 20 foot horizontal run.
    f. Columns and posts shall not exceed 1/8 inch out of plumb within a 12 inch vertical run.
    g. Columns and posts shall not exceed a bow of 3/8 inch within an 8 foot vertical run.
    h. Gaps between dimensional framing members shall not exceed 1/16 inch.
    i. Rooms, corridors, closets etc., shall be constructed to not exceed 3/8 inch out of square, in any direction, when measured via 12/16/20 triangulation.
    j. OSB subfloor shall be installed with a 1/8 inch gap between ends of sheathing when installed.
    k. OSB subfloor shall be not be installed with tongue over driven into grove of adjacent panels.
    l. Glue shall be applied at a rate of one (1) 29 oz. tuber per 2-1/2 sheets of OSB subfloor.
    m. Subfloor shall be installed immediately following the placement of glue of the floor joists. Glue shall not be allowed to form a "skin" before placement of subflooring.
    n. Exterior wall sheathing shall be installed with a 1/8 inch gap at the perimeter.
    o. Glue shall not be installed on wet, frozen or dirty surfaces.
    p. Roof trusses shall be plumb to within 3/8 inch in a 20 foot vertical run.
    q. Roof truss tails shall be in alignment to within 3/16 inch in a 20 foot horizontal run.
    r. Ridge lines shall be in alignment to within 3/16 inch in a 20 foot horizontal run.
7. Sole plates shall be fastened to concrete slabs as per details within the plans.
8. Roof and wall sheathing, including interior shear walls, shall be installed with nails flush to the surface of the panel.
9. 1x2 shingle mold shall be installed at the horizontal roof line on the uppermost edge of the fascia.
10. House wrap/weather barrier shall be installed in areas that become inaccessible to accomplish this installation after framing is complete. Some, but not all areas are: boxed gable returns, porch beam to wall intersections, fly rafters, flush fascia at gables, etc. The house wrap/weather barrier shall extend to allow adequate overlap for future installation of house wrap/weather barrier.

Initials : _____ _____
Trade Partner Lennar

11. All framing components shall be protected from the weather by covering with Builder supplied plastic sheeting when not in use and material shall be stacked on blocks. Stairs shall be stored on edge and weather protected.
12. 24 inch wide walk boards shall be constructed and set in place for every home from the street to the garage opening or front porch. Walk boards shall consist of 2x4 frames with blocking between and OSB walking surface and shall be constructed to safely support the intended purpose.
13. Neatly stack all returnable lumber in the garage or in a location as directed by the Construction Manager, separated into piles of similar lumber lengths and types.
14. All debris will be deposited into the nearest trash receptacle. The home will be left broom clean daily.
15. The trade partner is responsible for setting temporary stairs and guardrails before beginning the next level.
16. Fall protection shall be installed at openings, platforms, stairways any other location immediately, and during the construction process, when an unsafe condition occurs.

SECTION 2: WALL FRAMING

1. Sill sealer shall be installed at all sole plates resting on slabs along the thermal envelope (exterior wall and walls common to the living and garage area).
2. Sole plates, where required, shall have holes bored to adequately accommodate hold down devices.
3. In general, studs shall be installed 16 inches on center in load bearing walls and 24 inches on center in non- load bearing walls. Structural plans specifying other spacing requirements supersede this general requirement.
4. Studs shall be located per plan at headers, door openings, built up posts and to accommodate point loading.
5. Regardless of wall loading, studs shall be placed to ensure the satisfactory attachment and securing of tubs and tub wall surrounds, shower pans and shower wall surrounds.
6. Angled walls shall have solid framed corners.
7. Headers over doors are installed only as per plan.
8. Outside corners at exterior shall be constructed to allow insulation to be installed behind the corner.
9. Cabinet layout plans shall be followed to ensure proper dimensions between framed walls, wall lengths, wall heights and distance to openings.
10. Exterior walls and walls adjacent to attic and unfinished areas shall be fully sheathed.
11. Sheathing shall be installed per the details within the plans.
12. Doubled top plates shall overlap intersecting walls and shall be installed so that splices are not within 4 feet of splices of the plate below.
13. Knee, stem and half walls shall be securely anchored and braced with sheathing.
14. Plenums, soffits, drop ceilings, chases, pot shelves etc., which run perpendicular to wall shall be fire stopped at the wall(s) and the ceiling/floor above.
15. Vertical chases and double walls shall have fire stopping installed where the top plate intersects with floor joists and/or roof trusses.
16. Stair landing and concealed spaces within stair wells shall be fire stopped at the intersection of adjacent walls.
17. Dimensional wood blocking shall be installed at the following locations:
    a. Perimeter of shower pans.
    b. Perimeter of tubs.
    c. At the base of stair stringers.
    d. Wall cabinets.
    e. At shower pans for attachment of glass enclosures.
    f. In closets and pantries for attachment of shelf brackets.
    g. With the structure to guarantee point loading transfers unbroken to the foundation.
    h. Between floor joists and/or roof trusses for attachment of walls running parallel to the joists or trusses.

i. Around the perimeter of attic access panels in ceilings to provide a "curb" to contain insulation.
j. At exterior wall studs to attach interior walls when installed perpendicular to the exterior wall.
k. Interior perimeter of overhead garage door openings and for the attachment for opening devices.

18. Plates shall be secured to the slab or subfloor at door openings, termination of a wall that does not intersect with another within four (4) inches of the end of the plate.
19. Bottom plate resting on wood subfloor shall be glued to the sub floor.
20. Scuttle holes and access panel openings shall be framed for access to adjoining attic space, tub motors or other access points as required.
21. Medicine cabinets shall be framed per plans.
22. Wind bracing shall be installed per plans and truss manufacturers design requirements.
23. Walls shall be braced and secured as they are erected. Bracing shall not be attached to garage floors, porches, patios or any finished concrete surface.
24. All temporary bracing, except safety bracing, shall be removed at the completion of the framing.
25. Openings, arches and pass thru's shall be constructed per the plans.
26. Where required, splices or joints at plates and slabs shall be drilled and anchoring bolts/fasteners installed with epoxy or other approved adhesive.
27. Shear walls, and any wall other than those on the perimeter of the structure, that requires an anchoring device, bolt, hold down or other device, shall be installed by the Framing Trade Partner. This work includes drilling of framing and concrete to facilitate the completion of this work.
~~28. When and where required, and to facilitate the completion of framing and mechanical rough ins, install fiberglass insulation in the stud bays where tub and shower fixtures will be installed. Once inspected and approved by the inspecting authority, install thermos ply over the exposed insulation. This work shall be coordinated to ensure it is completed prior to the start of plumbing rough in.~~

ITEM REMOVED 7/15/15

SECTION 3: STAIRS

Prefabricated Stairs

1. Stair units shall be installed with the stringer resting on roofing felt, when stairs terminate on any concrete surface.
2. Stairs shall be installed so that upper most rise is consistent with all others.
3. Stairs shall be installed with treads level in all directions.
4. Stairs shall be installed with risers plumb.
5. Stringers shall be set at a height to accept finished flooring.
6. Stringers shall have shims, not just spacers, installed with the narrow end of the shims pointing toward the roof.
7. Stringers shall be fastened to the studs with two and one half inch (2-1/2") screws driven through the shims. One screw shall be installed at each stud the stair stringer crosses.
8. All screws in stair stringers shall be install on the underside of the stairs, no screws are to be visible in the finished area of the stringer.
9. 2x4 blocking shall be installed under and with the narrow edge tight to the bottom of the stringers then nailed to the adjacent studs.

Field Built Stairs

10. All requirements of prebuilt stair installation shall apply to field built stairs including the following:
    a. Stringers shall consist of three (3) – 2x12's.
    b. Kneewalls shall be installed at mid point under the stringers or per the approved plans.
    c. Allow 1.5" clearance at the sides of stringers for wallboard and ¾" skirt board.

Initials : _____ _____
Trade Partner Lennar

d. All risers and treads shall be glued and nailed.

SECTION 4: FLOOR JOISTS, OPEN WEB TRUSSES

1. Open web trusses and joists shall be installed as per plans and from the starting point identified on the plans.
2. Only the layout and installation plan from the structural engineer of record is to be used when installing open web floor trusses and joists of any kind.
3. Without exception, details on installation of blocking, stiffeners, bracing and nailing patterns are to be followed.
4. Trusses shall not be cut or modified in any fashion.
5. Flanges of trusses and joists shall not be cut or drilled. Trimming I-Joists to length is the only allowable exception.
6. Trusses and joists shall bear on and be attached to supporting components as per design and relevant code.
7. Subfloor panels shall be installed with longest dimension perpendicular to joists.
8. Joints in subflooring shall be staggered by four (4) feet.
9. No panels of subfloor smaller than two (2) feet shall be installed.
10. At landings, second floor, third floor or subsequent landing, subflooring shall be installed to provide the uppermost nosing of the stair run when a nosing is not present in the stair system.
11. Fasteners used in installed subflooring shall be defined by Lennar and shall be either:
    a. Ring shank nails.
    b. Spiral shank nails.
    c. 2-1/4 inch wood screws.
12. Fasteners that miss the floor joists shall be removed.
13. Damage to any truss or joist shall be reported to the Lennar Construction Manager.
14. Only Engineer designed and approved repairs shall be performed on trusses or joists.

SECTION 5: ROOF FRAMING/ROOF TRUSS INSTALLATION

1. Roof trusses shall be installed per the manufacturer's layout.
2. Gable ends shall be completely sheathed.
3. Bracing shall be installed at gable ends, truss webs and chords per truss design.
4. Blocking shall be installed between trusses at coffered, boxed and vaulted ceiling to ensure a true and straight drywall angle or line.
5. Platforms for mechanical equipment shall be installed at proper dimensions for working clearance and at correct height for insulation to be placed under the platform.
6. Fire rated sheathing shall be installed per the approved plans.
7. Roof sheathing shall be installed using "H" clips.
8. Joints in roof sheathing shall be staggered by 4 feet.
9. Sheathing shall be cut away for ridge venting.
10. Where required, saddles shall be constructed with their height being ½ of their width.
11. Trusses for turned gables, dormers etc., shall rest on a sole plate which is firmly attached to the roof sheathing.
12. Gaps in roof sheathing shall not exceed 1/8 inch.

CLEAN UP

1. Keep all debris off sidewalks and driveways.
2. All homes will be swept clean and hazard free before leaving the job daily.
3. Scraps shall be placed in the builder designated area or trash receptacle.

Initials : SB
Trade Partner Lennar

WARRANTY SERVICE

1. Lennar Carolinas, LLC places high importance on warranty service.
2. Trade partner will provide phone number and contact response for emergency service.
3. Emergency service response and completion to these requests will not exceed 72 hours after notification.
4. Trade partner agrees to one (1) year material and labor warranty, from date of closing on the home. This warranty includes but is not limited to: defect in workmanship, improper installation, and/or defective new materials supplied by trade partner to fasten or assemble materials provided by Lennar Carolinas, LLC.
5. If trade partner performs work over previous trade partner work that is of inferior quality, incorrectly built, or at a variance to Lennar Carolinas, LLC plans; trade partner that worked over the inferiority/incorrectly built/variance, will be financially liable for costs incurred to correct and reinstall all material and labor specific to his original installation.
6. Trade partner shall be responsible for all customer service/walk through items pertaining to this contract. Failure to comply with customer service or walk through request within (3) days of notification will result in Lennar Carolinas, LLC, finishing the work and back-charging the costs to trade partner. The trade partner shall have 24 hours (in an emergency) and 3 days (in a non-emergency) in which to correct any Warranty problem. If the problem is not corrected within 3 days then Lennar Carolinas, LLC shall correct the problem and will back-charge the trade partner at the rate of $25.00 per hour, with a minimum charge of $100.00 plus the cost of any materials.

Trade partner shall remain responsible for daily clean up and removal of debris and trash from his respective work area to a designated area by the Project Manager. If for any reason trade partner fails to perform daily clean up, contractor may elect to perform necessary clean up and deduct sufficient monies to cover the cost from monies due the trade partner.

Prior to commencement of work on site, trade partner shall submit to contractor a Certificate of Insurance demonstrating coverage for Workman's Compensation and General Liability as required by Lennar Carolinas, LLC.

The scope of work defined above shall be considered as an integral part of the subcontract agreement referenced to above. Lennar Carolinas, LLC reserves the right to modify and/or amend the above scope of work anytime. Any changes to the scope of work must be approved in writing (adjusting purchase order) prior to work being performed.

This Scope of Work executed this 22 **day of** May **, 20** 15

Trade Partner: Guaranteed Framing LLC (**Company Name**) 843 7254050 (**Phone Number**)

1608 Marina Dr. Ste A-3
Address

Charleston, SC 29492
City, State, and Zip Code

By: Silvio B. Baptista (**Print Name**) President (**Title**)

Signature

Contractor: Lennar Carolinas, LLC

Initials : _____ _____
Trade Partner Lennar

By: _____ Director of Purchasing
Title

Initials: _____ _____
Trade Partner Lennar

LENNAR®

Schedule A
Scope of Work for
WEATHER BARRIER / HOMEWRAP

SECTION 1: INSTALLATION & TOLERANCES, MATERIAL MANAGEMENT AND SAFETY

1. House wrap shall be installed per the manufacturer's instructions.
2. The trade partner shall provide all fasteners required to complete the installation of house wrap.
3. House wrap shall be installed with proper overlap shingling, creating a drainage plane to the exterior continuously from the top of the home to the bottom of the home.
4. Tape shall be manufacturer approved and no less than two inches (2") wide.
5. Trade partner understand and agrees that the typical sequence of house wrap installation is that it be installed before mechanical rough in occurs. However, in instances where this does not occur, the Trade Partner agrees to, as part of the house wrap installation and without additional compensation, attend to sealing of all penetrations through the house wrap as may be required.
6. In addition to the manufacturer's instructions, house wrap shall be installed as follows:
    a) The printed surface of the house wrap shall face outward.
    b) Begin installation of house wrap starting from the lowest level of the home.
    c) Start installation a minimum of twenty fours (24") from and outside corner, with the material being installed over the corner.
    d) House wrap shall cover all exterior sheathing and shall extend below the bottom edge of wall sheathing by one inch (1").
    e) Install house wrap to completely cover window and door openings.
    f) House wrap shall be tucked tight to inside corners.
    g) House wrap shall be installed shingle fashion with upper sections overlapping lower sections.
    h) House wrap shall be installed shingle style under the house wrap material previously installed on the building during framing.
    i) Vertical seams in the house wrap shall be taped.
    j) Penetrations through the house wrap shall be completely sealed or repaired as required.
7. House shall be lapped and fastened as follows:
    a) Vertical seams shall overlap by a minimum for six inches (6").
    b) Horizontal seams shall overlap a minimum of two inches (2").
    c) House wrap shall be secured using either:
        i. Corrosion resistant staples with 1" crown
        ii. Corrosion resistant nail three-eighths inch (3/8") diameter by one half inch (½") long nails with a one inch (1") diameter button cap.
        iii. Fasteners shall be installed no less than sixteen inches (16") vertically and thirty two inches (32") horizontally.
8. House wrap at intersections of wall and roof areas shall extend to one inch (1") off the roof surface and shall not be secured closer than eight inches (8") above the roof surface to allow the installation of metal flashing.
9. House wrap shall return into the garage door opening on the vertical and shall be cut flush to the garage door opening on the horizontal.

Initials: _____ _____
Trade Partner Lennar

10. Cuts or tears in the homewrap material during installation shall be covered with two inch (2") tape.
11. Repairs to holes greater than one inch (1") shall be repaired as follows:
    a) Fashion a "patch" of house wrap a minimum of six inches (6") wider than each edge of the hole and four inches (4") taller than the hole
    b) Cut a slice in the house wrap two inches (2") above the upper edge of the hole and as wide as the "patch".
    c) Insert the patch into the slice until there is a minimum of a two inch (2") lap.
    d) Cover the hole with the patch so that the sides of the patch extend a minimum of six inches (6") past the outer edges of the hole.
    e) Tape the patch (shingle style) in place first on the vertical edges, then the top so that the tape covers the slice and the upper edges of the tape installed on the sides of the patch.

The scope of work defined above shall be considered as an integral part of the subcontract agreement referenced to above. Lennar Carolinas, LLC reserves the right to modify and/or amend the above scope of work anytime. Any changes to the scope of work must be approved in writing (adjusting purchase order) prior to work being performed.

This Scope of Work executed this 22 **day of** May, **20** 15

Trade Partner: Guaranteed Framing LLC (843) 725-4050
Company Name **Phone Number**

668 Navina Dr. Ste. A-3
Address

Charleston, SC 29492
City, State, and Zip Code

By: Silvio B. Baptista President
Print Name **Title**

Signature

Contractor: ~~Lennar Carolinas, LLC~~

By: _____ Director of Purchasing
Title

EXHIBIT 43

TO EXHIBIT A – AFFIDAVIT OF ROBERT MAUCH

South Carolina
Secretary of State
Mark Hammond

KNIGHT'S REDI-MIX, INC.

Note: This online database was last updated on 3/29/2016 3:07:08 AM.
See our Disclaimer.

DOMESTIC / FOREIGN:	Domestic
STATUS:	Good Standing
STATE OF INCORPORATION / ORGANIZATION:	SOUTH CAROLINA Profit

REGISTERED AGENT INFORMATION

REGISTERED AGENT NAME:	MICHAEL E KNIGHT SR
ADDRESS:	818 CENTRAL AVE
CITY:	SUMMERVILLE
STATE:	SC
ZIP:	29483
SECOND ADDRESS:	

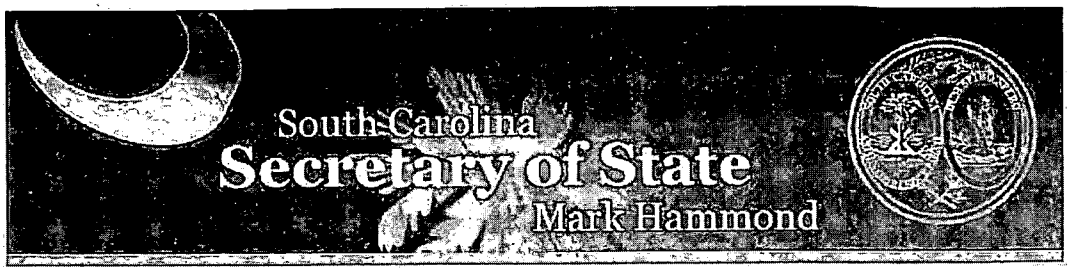
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EFFECTIVE DATE:	05/12/1995
DISSOLVED DATE:	//

Corporation History Records

CODE	FILE DATE	COMMENT	Document
Amendment	10/19/2000	CH NM FR-ALL-AMERICAN REDI MIX CONCRETE INC	Image
Incorporation	05/12/1995	INCORPORATION	Image

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Physical Address: Edgar Brown Building - 1205 Pendleton Street Suite 525 Columbia, SC 29201
Mailing Address: SC Secretary of State's Office 1205 Pendleton Street Suite 525 Columbia, SC 29201



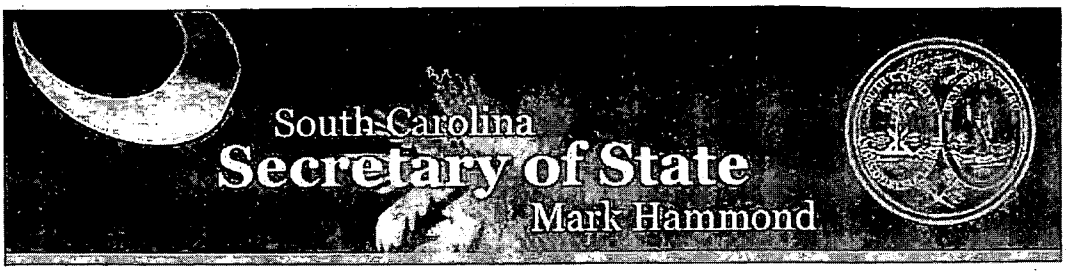
Corporate Search Results as of 3/29/2016 3:07:08 AM

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Corporation Name: knights block
Options: Begins With

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KNIGHT'S CONCRETE PRODUCTS, INC.

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DOMESTIC / FOREIGN:	Domestic
STATUS:	Good Standing
STATE OF INCORPORATION / ORGANIZATION:	SOUTH CAROLINA Profit

REGISTERED AGENT INFORMATION

REGISTERED AGENT NAME:	MICHAEL B KNIGHT
ADDRESS:	818 CENTRAL AVE
CITY:	SUMMERVILLE
STATE:	SC
ZIP:	29483
SECOND ADDRESS:	

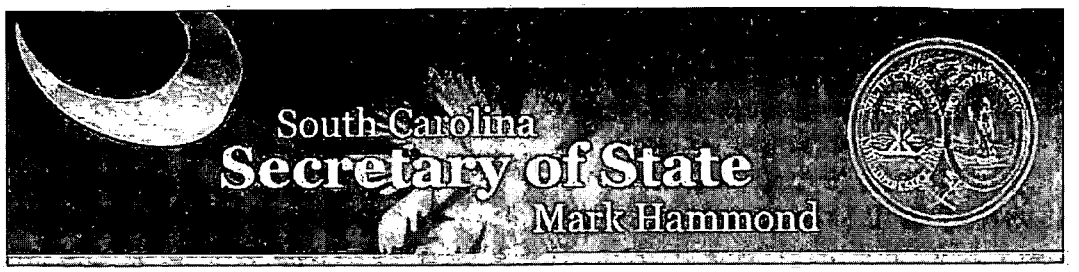
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DISSOLVED DATE:	//

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CODE	FILE DATE	COMMENT	Document
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Mailing Address: SC Secretary of State's Office 1205 Pendleton Street Suite 525 Columbia, SC 29201



KNIGHT'S COMPANIES, INC.

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DOMESTIC / FOREIGN:	Domestic
STATUS:	Good Standing
STATE OF INCORPORATION / ORGANIZATION:	SOUTH CAROLINA Profit

REGISTERED AGENT INFORMATION

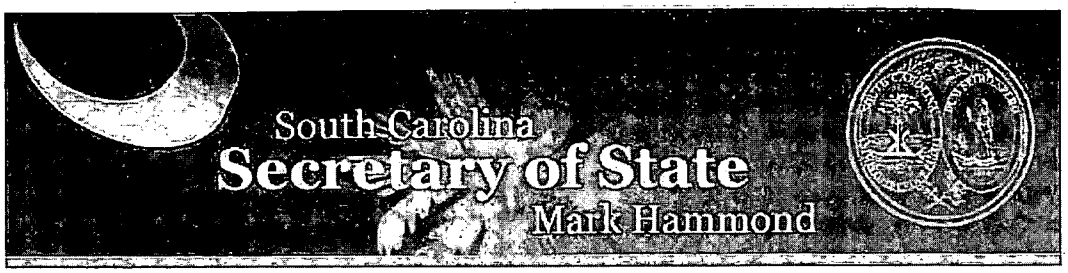
REGISTERED AGENT NAME:	MICHAEL B. KNIGHT
ADDRESS:	480 HODGE ROAD
CITY:	SUMMERVILLE
STATE:	SC
ZIP:	29483
SECOND ADDRESS:	BUILDING 5
FILE DATE:	12/27/2006
EFFECTIVE DATE:	01/01/2007
DISSOLVED DATE:	/ /

Corporation History Records

CODE	FILE DATE	COMMENT	Document
Incorporation	12/27/2006	CORP	

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Corporate Search Results as of 3/28/2016 3:06:51 AM

Physical Address: Edgar Brown Building - 1205 Pendleton Street Suite 525 Columbia, SC 29201
Mailing Address: SC Secretary of State's Office 1205 Pendleton Street Suite 525 Columbia, SC 29201

1. KNIGHT SERVICES, INC.
2. KNIGHT SHOWS & EVENTS LLC
3. KNIGHT SOFTWARE, INC.
4. KNIGHT SURVEYING & MAPPING, LLC
5. KNIGHT SYSTEMS, INC.
6. KNIGHTS & PAGES, LLC
7. KNIGHT'S AMUSEMENTS, INC.
8. KNIGHTS APPAREL LLC
9. KNIGHTS APPAREL, INC.
10. KNIGHTS APPAREL, LLC
11. KNIGHTS APPAREL, LLC
12. KNIGHT'S BARBECUE AND CATERING, LLC
13. KNIGHTS BASEBALL, LLC
14. KNIGHT'S BODY SHOP, INC.
15. KNIGHT'S BRIDGE ASSOCIATION, INC.
16. KNIGHT'S CASH & CARRY, INC.
17. KNIGHT'S CASH & CARRY, INC.
18. KNIGHT'S COMPANIES, INC.

EXHIBIT 44

TO EXHIBIT A – AFFIDAVIT OF ROBERT MAUCH

Favorites Tools Help

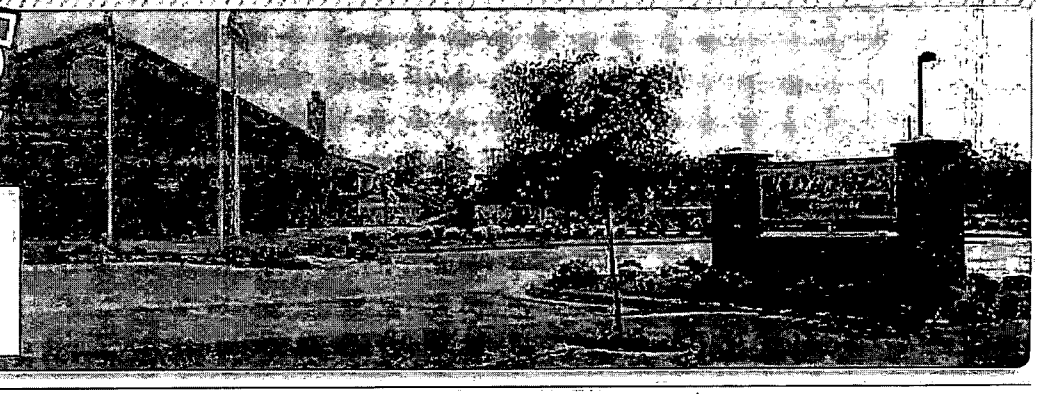
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Knight's COMPANIES

The original company, Knight's Septic Tank, was founded in 1969 by CEO, Michael E. "Bud" Knight which is now Knight's Companies and includes: Knight's Precast, Knight's Redi-Mix, Knight's Block, Knight's Septic Tank and Knight's



Knight's SEPTIC TANK

Knight's Septic Tank Inc. was established in 1969 by Bud Knight and one pump truck. Over the years he pumped out and installed septic systems, gradually growing the company to what it is today. Servicing the needs of the tri-county area and beyond, Knight's Septic uses state of the art equipment to handle all aspects...

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Knight's REDI-MIX

Knight's Redi-Mix produces concrete for use in all commercial & residential applications. Whether you are looking for a simple patio or high profile architectural design concrete, Knight's Redi-Mix can quickly fill your needs. Our plants are strategically located throughout the tri-county area insuring timely delivery...

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Knight's PRECAST

Knight's Precast was formed in June of 1997 from one of its parent companies, Knight's Septic Tank. Starting out with just a handful of box forms, we have now grown into a multi-million dollar company that still keeps our focus on safety, quality workmanship, and superior customer service. Knight's Precast now services contractors...

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Knight's TRUCKING

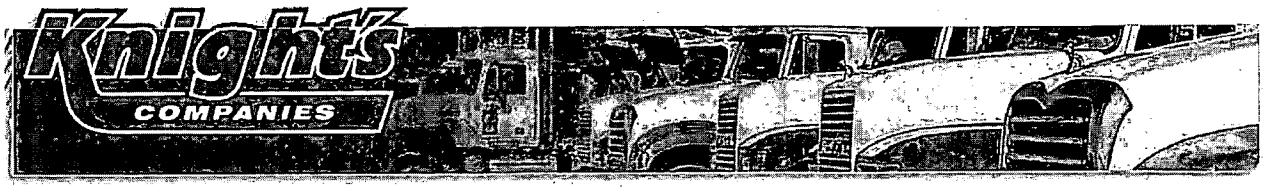
Knight's Trucking was established in February 2002 to better serve the hauling needs of our sister companies Knight's Septic Tank and Knight's Redi-Mix. Today Knight's Trucking services contractors and individuals throughout the tri-county area. Our "Tri-Axle" dump trucks carry an average 20 ton (16 yard) load...

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Knight's BLOCK

Knight's Block is the newest division of Knight's Companies. Starting production in July 2004, with one crew, we have since added a second shift to keep up with the pace of market trends. With the addition of a block manufacturing plant to our already diverse company, we now have the ability to offer a total package from...

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Bud was born and raised in Summerville, SC. He established Knight's Septic Tank Service in 1969 with one pumping truck. He is currently the C.E.O. of Knight's Septic Tank, Knight's Precast, Knight's Redi-Mix, Knight's Trucking and Knight's Block. Bud is a member of the following local charities and/or organizations: Summerville and Berkeley Chamber of Commerce, Exchange Club, Mason's, Shriner's, Rotary Club, Children in Crisis, Lyons Club and University of South Caroline Gamecock Club. Bud has 6 children and 15 grandchildren all of Summerville, SC. He currently resides with his wife, Peggy, on a small farm with 2 horses, many Black Angus Cows, and Jake, his Boykin Spaniel. He attends Heritage Holiness church in Summerville. He enjoys watching racing, football, spending his time with his family & friends, and lounging around on his boat at Ripley's Point.



Michael B. "Pete" Knight was born and raised in Summerville, SC. Pete grew up assisting with the family business, Knight's Septic Tank, Knight's Precast, and Knight's Redi-mix. After graduating from Summerville High School in 1999, Pete took on a new role as President of Knight's Precast and Knight's Redi-mix. After successfully overseeing these two companies, he felt the need to expand his knowledge and Knight's Companies by establishing Knight's Concrete Products, DBA Knight's Block in 2004. Pete plays an active roll in the local community through his membership of the following organizations: Masonic Lodge #234, Omar Shrine of Mt. Pleasant; Summerville Exchange Club, Dorchester County Chamber and Berkeley County Chamber. Pete resides in Summerville, SC with Nikki, his daughters Kaylee and Kendall, and his mini daschund, Dottie. When not working, you'll often find Pete at the race track overseeing his Hooter's Pro Cup team. He enjoys watching racing, sports, and spending time with his family and friends.



Michael was born and raised in Summerville, SC. While growing up, Michael assisted his father, Michael E. "Bud" Knight Sr., with the family business, Knight's Septic Tank Inc., which he now serves as its president. Michael currently resides in Summerville, SC with his wife Donna and 3 children; Ryan, Nicole and Caitlyn. Michael is a member of the Summerville Masonic Lodge #234 and the Omar Shriners of Mt. Pleasant. When he's not working, Michael enjoys hunting and spending time with his family and friends.



Pete Johnson, General Manager of Knight's Precast, began his precast experience in 1992 as a dispatcher, design tech, and production scheduler. Pete's parents always knew he was interested in construction as a young child, where in turn graduated with a degree in civil engineering at Trident Technical College. Pete owes his dedicated hard working traits to his parents that encouraged him to start his working days as a newspaper delivery boy at the age of 8. If Pete is not burning the midnight oil, he enjoys vacationing and camping with his children Stasha and Tyler. Other means of enjoyment are a weekly night of shooting billiards, attempting to minimize his handicap at golf, taking in live music concerts, and sporting events like baseball, football, and hockey.



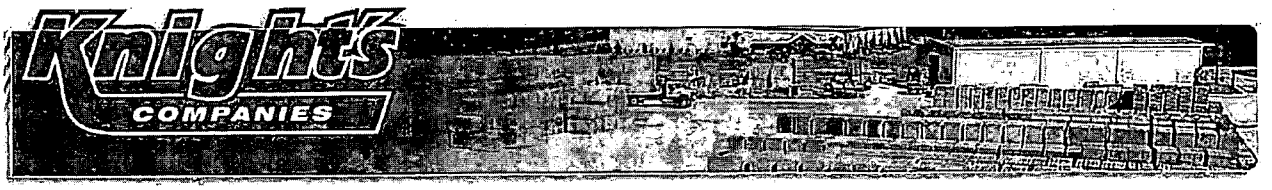
Chuck has been involved in the construction industry since 1976. He started with Knight's Companies in 1991 as a contract carpenter. He then went on to erect our first Redi Mix Plant in 1995. In 1996, Chuck surrendered his life to Christ and came back with a new agenda. He now puts forth his effort and God given skills to complete tasks assigned to him while trying to be a light for the Lord Jesus.

Since 1997, Chuck has headed up the opening operations for Knight's Precast and completed necessary education to take possession of an unlimited general contractor license. This has enabled him to complete all Knight's Companies building expansion efforts as an in house General Contractor.

Chuck gives credit for all of his accomplishments to his Lord and Savior, Jesus Christ.
I can do all things through Christ Jesus who strengthens me. Philippians 4:13

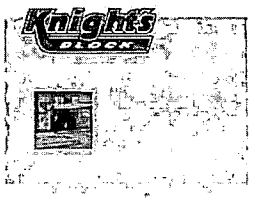
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Knight's Block is the newest division of Knight's Companies. Starting production in July 2004, with one crew, we have since added a second shift to keep up with the pace of market trends. With the addition of a block manufacturing plant to our already diverse company, we now have the ability to offer a total package from the ground up. We are currently producing normal and lightweight CMU's (Concrete Masonry Units), in over 45 different sizes and shapes. Additionally, our commitment to sustainable building practices is recognized with our Enviro Smart line of block, which promotes "green" building.

Knight's Block services residential & commercial contractors, as well as brick and block masons in South Carolina and parts of Georgia. In addition to block, we offer a full line of related masonry accessories.



Knight's Block is a certified Wacker Products Dealer and maintains a full inventory of the industries most recognized tools.

Having great attention to detail and high quality standards is mandatory, and is what we consider "Standard operating procedure."

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EXHIBIT 45

TO EXHIBIT A – AFFIDAVIT OF ROBERT MAUCH

LENNAR

BUSINESS PARTNER AGREEMENT

CONTRACTOR'S STATE LICENSE No:

DIVISION OFFICE
CONTRACT

THIS BUSINESS PARTNER AGREEMENT ("Contract"), is made and entered into at this 13 day of March 2008 by and between Lennar Carolinas, LLC, whose address is 1941 Savage Rd, Ste 100-C Charleston SC 29407 (herein called "Contractor") and Knight's Block, whose address is PO Box 3468 Summerville SC 29484, telephone number (843) 821-7600 (herein called "Business Partner")

WHEREAS, Contractor has or is about to commence the construction of located at and known as herein called "Community", pursuant to plans and specifications prepared by , and any subsequent revisions thereto, herein called "Plans and Specifications", which plans and specifications are incorporated by this reference.

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

4. PERFORMANCE OF THE WORK. Business Partner agrees to furnish all labor, materials, equipment, supplies, supervision and all other things necessary to efficiently perform and timely complete in strict accordance with the Plans and Specifications, in accordance with the HIGHEST TRADE PRACTICES and in a manner satisfactory to the Contractor, that portion of the Community referred to as work as Contractor subsequently authorizes Business Partner to perform by means of Start Release(s) issued by Contractor and all option/upgrade work as Contractor subsequently authorizes Business Partner to perform by means of Start Releases(s) issued by Contractor, as well as any amendments to this Contract or any Purchase Orders issued pursuant hereto (herein collectively called the "Work"). Business Partner, by acceptance of this Contract, shall guarantee the availability of all materials, labor and equipment necessary to complete the Work according to the established construction schedule of Contractor. Business Partner will pay promptly all fees, taxes, union welfare and benefit payments, deposits, charges, damages and penalties that may be assessed against Contractor on account of Business Partner's performance hereunder, and Business Partner acknowledges that all such fees and payments have been included in the Contract Price. All possible contingencies to perform a complete job have been anticipated and included in the Contract Bid.

The purpose of this Agreement is to fix the obligations of Contractor and Business Partner as to the performance by Business Partner of certain described Work. Business Partner acknowledges that this Agreement is nonexclusive and that Contractor is free to contract with any other person or entity for the performance of work which is the same or similar to that described in this Agreement. This Agreement shall not be construed as obligating Contractor to accept bids or issue Work Notification Forms, as defined below, to Business Partner. Business Partner also acknowledges that the terms and provisions of this Agreement apply to and are binding on only the Division of Contractor named herein or any successor to such Division.

4.1 INSPECTION. Business Partner acknowledges inspection of the site for the Work and has thoroughly examined the Plans and Specifications with the that the provisions relating to the Work may be set forth throughout different parts of the Plans and Specifications; it being the prime purpose of this Contract to provide for the entire performance and completion of this Business Partner's particular portion of the Community. Business Partner shall be solely responsible for verifying with Contractor's representative that it possesses the most current set of Plans and Specifications prepared and approved for construction by Contractor. If Business Partner, during the performance of the Work, finds discrepancies between the Plans, physical conditions, errors and omissions in the Plans or in the layout as given and/or Specifications, it shall be Business Partner's responsibility to immediately notify Contractor in writing. Any work performed under such discovery, until authorized to proceed, shall be done at Business Partner's risk, until a satisfactory remedy is directed by Contractor. The Plans shall always remain the property of Contractor, and may not be used by Business Partner for any purpose other than the performance of the Work. Prior to ordering any materials or performing any work, Business Partner shall verify all measurements or conditions at the Community, and shall be responsible for the correctness of same. No extra charge or compensation shall be allowed on account of differences between actual dimensions or conditions, and the measurements and conditions, which may be indicated in the Plans and Specifications. The soils and geology reports available to each bidder were prepared by Contractor's consultants and made only for the purpose of study and design. Contractor assumes no responsibility whatsoever in respect to the sufficiency or accuracy of the reports, investigations or of the borings which have been made, and there is no warranty or guarantee, either express or implied, that the conditions indicated by the reports, investigations, or borings are representative of those existing throughout the Community, that unanticipated developments may not occur, or that materials other than, or in proportions different from those indicated, may not occur. Business Partner agrees to undertake the Work subject to all site conditions as they now exist or may arise.

4.2 PROGRESS. Business Partner agrees to (i) keep itself thoroughly informed as to the progress of the Community, (ii) begin the Work upon request of Contractor, (iii) diligently pursue the Work to completion as rapidly as the conditions of the Community will permit, (iv) efficiently coordinate its Work with that of Contractor and all other Business Partners as so not to interfere with, disrupt or delay any work to be performed by any of said persons and, in any event, so as not to interfere with, disrupt or delay the progress required to conform to the Community completion date designated by Contractor. Contractor will, from time to time, issue written Start Releases identifying specific homesites on which the Work is to be performed. Contractor shall have no obligation to issue any Start Releases during the term of this Contract. THIS CONTRACT IS NOT AN AUTHORIZATION TO PROCEED WITH WORK, AND SHALL NOT BECOME EFFECTIVE WITH RESPECT TO THE WORK OF BUSINESS PARTNER UNLESS AND UNTIL CONTRACTOR ISSUES START RELEASE (S) TO BUSINESS PARTNER AUTHORIZING THE SPECIFIC WORK OF BUSINESS PARTNER TO BE PERFORMED, AND THE CONTRACT SHALL BE BINDING ONLY AS TO THE WORK AUTHORIZED BY CONTRACTOR. Business Partner shall perform no Work without receiving Contractor's written Start Release for such Work. BUSINESS PARTNER AGREES TO COMMENCE SUCH WORK AS MAY BE AUTHORIZED BY CONTRACTOR BY MEANS OF EACH START RELEASE AS DIRECTED BY CONTRACTOR'S FIELD SUPERINTENDENT, AND SUCH START RELEASE SHALL BE EFFECTIVE IMMEDIATELY UPON ITS ISSUANCE BY CONTRACTOR WITHOUT NEED FOR FURTHER ACCEPTANCE THEREOF BY BUSINESS PARTNER. If the Work authorized by a Start Release is not commenced on the date specified in the Start Release, Contractor may, in its sole discretion, declare such Start Release null and void. Contractor may, but shall not be obligated to, furnish Business Partner with a progress schedule for all or any portion of the Work which, if furnished, may be amended from time to time by Contractor and shall be considered a part of this Contract. Business Partner acknowledges that neither this Contract nor the issuance by Contractor of a progress schedule constitutes any representation by Contractor that a minimum or specified number of Start Releases will be issued. As to that portion of the Work covered thereby, such schedule shall control over any other provision of this Contract regarding time for performance. Time for performance, whether established by progress schedule or any other provision hereof, shall be of the essence and Business Partner shall be liable to Contractor for any and all damages, including, but not limited to, consequential damages caused by delays of Business Partner, Business Partner shall check

Contractor's Initials

Business Partners' Initials

[redacted]

the message box daily (such message boxes are located in the Contractor's jobsite office). If, however, fire or other catastrophe destroys the Community, Business Partner will be paid for work performed and incorporated into the Community prior to the catastrophe, and both parties shall thereafter be relieved from any further obligation hereunder. Business Partner shall confine all operations at the site to areas permitted by law, ordinance, permits and Contract Documents, and shall not unreasonably encumber the site with materials or equipment.

1.3 SPECIFICATIONS. In addition to the Plans and Specifications, Business Partner shall adhere to any and all manufacturer's specifications for installation of materials. Business Partner shall deliver to Contractor any and all applicable manufacturer's warranties on materials furnished pursuant to this Contract when the Work is completed or the Contract is terminated, whichever is sooner. If there is any conflict between Contractor's Specifications and the manufacturer's specifications, it is the responsibility of Business Partner to bring the discrepancy to Contractor's attention in writing. Business Partner's further work done without first receiving such conflict shall be at its own risk. Attached hereto as Exhibit "B" is Contractor's Scope of Work, which is hereby incorporated by this reference, and Business Partner shall adhere to the terms and specifications thereof in performing the Work. Any deviation from the Plans and Specifications, the manufacturers' specifications or Contractor's Scope of Work will result in Business Partner removing and replacing all materials to the requirements of the Plans and Specifications, manufacturer's specifications and Contractor's Scope of Work at no cost to Contractor.

1.4 WORK OF OTHERS. Business Partner shall protect the work of all Business Partners and Contractor during the course of its Work, and shall be fully responsible for the protection of all existing structures, curbs, landscaping and adjacent property. Business Partner and its employees shall cooperate with all trades. Business Partner shall be responsible for inspecting any work of any other Business Partner or that may affect its own Work and shall report, in writing, to Contractor any defects in such work or any other discrepancies or problems which could adversely affect Business Partner's work within twenty-four (24) hours after discovering the defect, discrepancy or problem, or after it should have been noticeable, whichever occurs earlier. Business Partner shall stop all of its work until the defect, discrepancy or problem has been resolved. If the proper performance of any part of the Work depends upon the performance by Contractor or any other Business Partner whose work precedes in time the Work of Business Partner, Business Partner agrees that commencing performance of such part of the Work shall be deemed to be an admission that the work which precedes such part of the Work has been done in a proper manner, and Business Partner accepts such work as correct and it to be adequately prepared for its own. No such acceptance shall be implied if the defect does not occur as it is not noticeable until after Business Partner has completed its own Work. If Business Partner installs any work over improper workmanship or materials previously installed by other trades, Business Partner will absorb all repair costs necessary to repair any prior work deemed inferior by Contractor. Business Partner shall be responsible for any damage that may be sustained by the Contractor or others for incorrect location of the work or portions thereof.

1.5 PHASING. The parties hereto acknowledge that the Work covered by this Contract is intended to be performed in more than one phase, pursuant to multiple Start Releases. If, in order to avoid possible escalation in the cost of materials provided by the Business Partner as part of the work covered by this Contract, Business Partner elects to purchase such materials in advance of any particular phase of Start Release of the Community commenced by Contractor, then Business Partner acknowledges and it is purchasing such materials at its own risk and that Contractor shall not pay nor be liable for the cost of such materials purchased by the Business Partner unless and until such applicable phase or Start Release of the Work in which such materials are to be incorporated commences and such materials are either incorporated into such work of improvement.

1.6 WORK NOTIFICATION FORM. In conjunction with this Agreement, Contractor may issue a written order to Contractor specifying certain Work to be performed and time for completion at each specific job location. The term Work Notification Form shall include forms designated "Work Order", "Job Start Order", "Extra Work Order" and other similar designations and containing certain information about commencing such Work and the payment for such Work. Business Partner shall have no authority to commence Work at any job location until it has received a Work Notification Form for a specific job location. It shall be Business Partner's responsibility to obtain a Work Notification Form before beginning any Work at a specific job location. In the event Business Partner's proposal, estimate or similar document is attached to or referenced in a Work Notification Form issued by Contractor, only those items which define or identify the work to be performed by Business Partner shall be incorporated as part of the Work Notification Form or this Agreement, and any remaining portions of Business Partner's proposal, estimate or similar document shall not be considered part of the Work Notification Form, this Agreement, or any agreement between Contractor and Business Partner. No substitutions shall be allowed in the performance of the Work unless expressly provided in the plans, specifications or applicable Work Notification Form, and only then upon Business Partner first receiving all approvals required from Contractor for substitutions. Business Partner shall indemnify Contractor for all loss, damage and expense incurred as a result of such substitutions, whether or not Business Partner has obtained approval thereof.

2. LABOR AND SUPERVISION: Business Partner shall at all times keep on the construction site and throughout the performance of this Contract, competent supervision together with all necessary and employees. Business Partner's Superintendent shall be knowledgeable as to the Scope of Work attached hereto as Exhibit "B". Business Partner's Superintendent shall have full authority to act for Business Partner in all matters pertaining to this Contract and the performance of the Work hereunder. The Business Partner's Superintendent shall remain in attendance at the site and shall be present at all times when work of any kind is being performed including work done during overtime. Business Partner's Superintendent shall be satisfactory to Contractor, and shall not be changed except with the consent of Contractor, unless the Superintendent proves to be unsatisfactory to Business Partner and ceases to be in its employ. Superintendent shall represent the Business Partner, and all communications given to the Superintendent shall be as binding as if given to Business Partner. Business Partner shall at all times enforce strict discipline and good order among its employees and shall not employ any unfit person or anyone not skilled in the task assigned to that employee. Business Partner shall immediately remove from the jobsite and replace any employee, including Business Partner's Jobsite Superintendent, upon request of Contractor, upon Contractor's determination, in its sole discretion, that such employee or subcontractor is incompetent, disorderly, unstable, or otherwise unsatisfactory. Business Partner shall provide an English-speaking Superintendent on the Community at all times.

3. LEGAL COMPLIANCE: Business Partner warrants and represents it is familiar with all applicable laws, ordinances, codes, rules, standards and regulations and that it, its employees, and all others acting under its direction or control, shall at all times comply with and abide by all local, state and federal statutes, ordinances, rules and regulations, and any amendments thereto, as well as those of any other public body having authority concerning the Work, including but not limited to, the building codes of the governmental entity having jurisdiction over the Community, FHA, Minimum Property requirements, VA building code requirements, the Occupational Safety and Health Act of 1970, the Immigration Reform and Control Act of 1986 (the "Immigration Act"), all applicable equal employment opportunity laws and requirements promulgated by any governmental authority, including, without limitation, the requirements of the Civil Rights Act of 1964, 42 United States Code, Section 1983, Executive Orders 11246, 11375 and 11478, The Age Discrimination in Employment Act, the Americans with Disabilities Act, and any other applicable statute or ordinances. Business Partner shall exercise full responsibility for compliance with all applicable laws by Business Partner, its agents, employees, suppliers and Business Partners with respect to its portion of the Work on the Community. Business Partner, on its behalf and on behalf of its employees and agents, shall receive and respond to, defend and be responsible for any citation, order, claim, charge, criminal or civil actions, arising by failure of Business Partner or its agents, employees, suppliers and Business Partners to so comply, regardless of whether such non-compliance results from active or passive acts or omissions or whether such non-compliance is the



work or a contributory cause of any of those matters against which Business Partner is obligated hereunder to indemnify and hold Contractor harmless.

3.1 IMMIGRATION. Business Partner specifically warrants and agrees it does not and shall not knowingly hire or continue to employ aliens not authorized to work in the United States, it has and shall continue to verify the employment documentation specified in the Immigration Act, and it has and shall properly complete and retain the Immigration and Naturalization Service's Form I-9 for all its employees covered by the Immigration Act.

3.2 PATENT AND COPYRIGHTS. Business Partner shall assume all liability and responsibility for all royalties, licenses, [illegible] patent fees, and any other charges made in connection with the use of patented processes upon the work or in connection therewith.

3.3 ENVIRONMENTAL. Business Partner shall, prior to commencing the Work, identify to Contractor in writing all hazardous or toxic substances to be used in performing the Work or to be brought onto the Community by Business Partner, and shall maintain Material Safety Data Sheets ("MSDS") for those substances, as per OSHA regulations. Business Partner as part of this Contract without any additional compensation will furnish all work, labor, services or materials necessary to comply with this Section. Business Partner shall immediately identify to Contractor in writing all hazardous or toxic substances discovered during the performance of the Work omitted from any previous notification(s) and promptly provide the MSDS on those substances to Contractor.

3.3.1 Business Partner shall immediately notify Contractor of any spill, release or discharge of any listed chemical caused by or brought to the attention of Business Partner or any of Business Partner's partners, employees, agents, Business Partners, customers, invitees or suppliers, whether such spill, release or discharge is the result of an intentional act, negligence, accident or misfortune. As to any spill, release or discharge of a listed chemical which is caused by Business Partner or any of Business Partner's partners, employees, agents, Business Partners, customers, invitees or suppliers, whether caused intentionally, negligently or accidentally, Business Partner shall immediately take all reasonable and necessary actions to prevent the further spread of any spill, release or discharge of a listed chemical which is brought to the attention of Business Partner. Business Partner shall take immediate action to clean up said spill, release or discharge in full compliance with all applicable laws and regulations and any directions from Contractor, at Business Partner's expense.

3.4 SAFETY. Business Partner shall take all reasonable safety precautions with regard to the work shall comply with all safety precautions, and with all safety laws, regulations, rules or ordinances of any public authority responsible for the safety of persons or property. Business Partner shall report all injuries to its employees at the jobsite (to Contractor) at Contractor's office address listed above within eight (8) hours of the injury. Business Partner acknowledges its failure to adhere to Contractor's safety policies and job rules after written notice may result in Business Partners removal from the job site, and termination of the Contract. Business Partner agrees to cooperate with all health and safety programs, and rules promulgated by Contractor, in furtherance of Business Partner duties under the Occupational Health and Safety Act. Business Partner further agrees that, if in the opinion of Contractor, the health and safety of any person or persons is endangered, or the effective operation of the systems put in place to ensure the health and safety of any worker on the jobsite is not being implemented Contractor may take such action as it deems necessary and appropriate under the circumstances present, including, without limitation, the following:

- Contractor may require Business Partner to remedy the condition immediately at its own expense;
- Contractor may shut the site down in whole or in part until the condition is remedied;
- Contractor may remedy the condition at its own expense and backcharge the Business Partner for the remedial cost of such work, together with an appropriate charge for Contractors overhead, to be determined by Contractor in its sole discretion;
- Contractor may terminate the Contract without further liability to Business Partner, and may hold Business Partner fully liable for any losses incurred by Contractor as a Result of such termination;
- Contractor shall be entitled to recover fines assessed by any governmental body due to Business Partner's violation of any terms of this Agreement; and/or
- Contractor may assess safety violation penalties of up to $100 for each violation of jobsite safety rules or governmental safety laws, regulations, rules or ordinances. Contractor may backcharge or separately invoice the Business Partner for such safety violation penalties.

4. JOB RULES: Business Partner hereby acknowledges it has read, and will comply with Contractor's Code of Safe Practices and has been informed of and will comply with Contractor's policies concerning safety, reasonable restrictions on use and access to the construction site by unauthorized personnel and the rules and policies concerning Contractor's prohibition of solicitation or distribution on the Community, which are as follows:

4.1 Contractor has posted "No Trespassing" signs in conspicuous and appropriate places through the construction site. The structures being built are located on private property. Because Contractor may be held accountable for any injuries to persons or property occurring on the jobsite, access to the construction Community by unauthorized persons, [e.g., members of the general public or off-duty employees or family members of Business Partner's employees, is strictly prohibited. Business Partner acknowledges the posting of Contractor's "no trespass", "no solicitation" and "no distribution" signs, and acknowledges that the construction is occurring on private property under exclusive control and care of Contractor. Moreover, Business Partner agrees to abide by these reasonable rules and procedures and contractual language to the contrary contained in agreements between Business Partner and any labor organization. Business Partners who may be working on the Community have no authority, contractual or otherwise, to permit access to the construction site to any unauthorized persons, including solicitors, sales persons, off-duty employees, or officials of any labor organization. In the event unauthorized persons do enter the construction site in contravention of the statement of policies and procedures, Contractor shall regard such entry as an unlawful trespass.

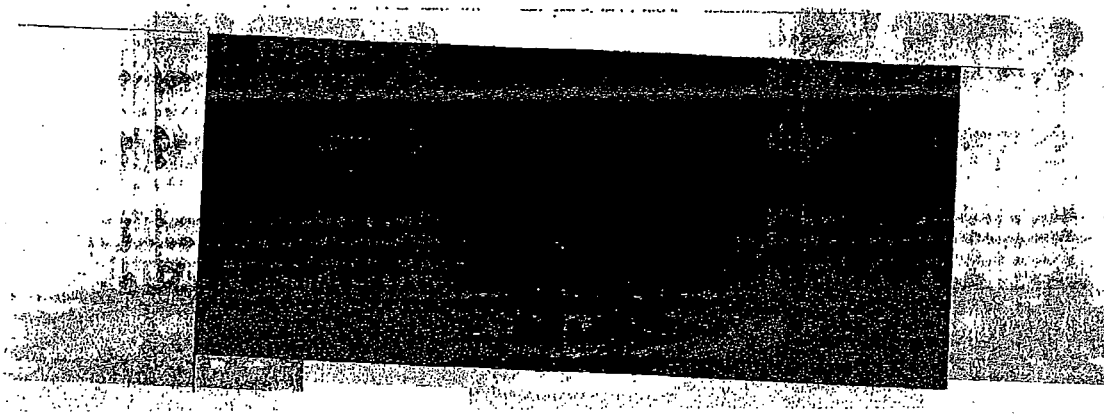
4.2 Hard-hats are required for all employees of Business Partner having an exposure to overhead falling or flying objects or electrical hazards.

4.3 The consumption of alcohol or illegal substances on the jobsite WILL NOT BE TOLERATED, AND IS CAUSE FOR IMMEDIATE TERMINATION OF THIS CONTRACT. No alcoholic beverages or illegal substances are allowed on job site at any time. Anyone found under the influence of alcohol or a controlled substance shall be removed from the job site at once. Continued abuse of this requirement by Business Partner or its employees shall be considered grounds for termination of the Contract.

4.4 No animals shall be allowed on the job site. Business Partner is asked to inform employees of this rule before work commences so as to eliminate any hardship on pets in the event they must be removed from the job site.

Contractor's Initials: _____ 3 Business Partner's Initials: _____

rev'd: (08/17/01) Pvt 1/4/2006 (2006 Lennar Carolina Business Partner Agreement.doc) (TPECORG.DOT)



4.6 All traffic laws, ordinances, rules and regulations shall be observed by Business Partners and their employees [illegible] job site, and within the Community. The speed limit within the Community is 5 MPH. Business Partner and its employees shall not speed or otherwise operate their automobiles in a dangerous or offensive manner within the Community.

4.6 Business Partner agrees there shall be no parking of construction vehicles on finished lots, finished driveways, or in garages.

4.7 Contractor will provide portable toilet facilities for the use of Business Partners employees. Use of bathroom facilities in model or production homes is prohibited.

4.8 No eating, drinking or smoking is permitted in any home at any time.

4.9 Business Partner's personnel shall not set tools, machinery, materials, or trash on any countertops, bathtubs, vinyl or ceramic areas.

4.10 Business Partner is prohibited from performing any additional work for any of Contractor's homebuyers or prospective homebuyers at any time without express prior written approval from an officer of Contractor at the office address listed above. Non-approved work will be removed at Business Partner's expense, and continued violation of this rule will result in the termination of this Contract.

4.11 Neither Business Partner nor any partner, director, employee, or agent of Business Partner shall, without specific written authorization of Contractor, give or receive any commission, fee, rebate, gift or loan of significant cost or value to any person or entity in connection with or as a result of Business Partner's Work provided hereunder, including without limitation to any officer or employee of any government, department, agency or instrumentality, to influence any decision, or to gain any other advantage for Contractor or Business Partner. Business Partner shall not enter into any business arrangement with any partner or employee of Contractor, or any affiliate of the same other than as a representative of Contractor or such affiliate in accordance with this Contract and with the prior written approval of Contractor or without limitation to engage in any employment or enter into any contract or agreement that conflicts with Business Partner's obligations under this Contract.

5. EQUIPMENT: Should Business Partner or its employees use Contractor's or any other Business Partner's equipment, scaffolding or other facilities, it is understood and agreed such use shall be at Business Partner's sole risk, and by the use thereof, Business Partner hereby waives all claims and liability against Contractor, assumes the full risk of the operation thereof, and assumes full responsibility for any and all loss, cost, expense, damage, or injury, including reasonable attorneys' fees, arising therefrom. Security may, at Contractor's discretion, be utilized at various times during the course of construction. This, however, will not constitute acceptance of or responsibility for the security and safekeeping of Business Partner's equipment or materials by Contractor. Business Partner shall protect materials supplied to it from any source and the work to be performed by it pursuant to this Contract, and shall at all times be responsible for the good condition thereof until final completion of all work to be performed by Contractor and its Business Partners. In no event shall Contractor become responsible for loss or damage to the Work or materials belonging to, supplied by or under the control of Business Partner.

6. CLEAN UP: Business Partner agrees to clean up and remove all its debris, rubbish, hazardous/toxic discharges and surplus materials as the Work progresses, and to keep its own Work protected from damages by the elements and from damage likely to be occasioned in the performance of the Work. Business Partner agrees to place all trash in bins on a daily basis. Business Partner agrees to protect all other parts of the Community from damage likely to be caused by Business Partner's Work. Should any such damage occur, Business Partner agrees to immediately repair the same. Any default of Business Partner in any such cleaning or protection from damage, may be remedied by Contractor, and the cost thereof deducted (at a rate of $50.00 minimum per hour for Contractor's labor) from the Contract Price.

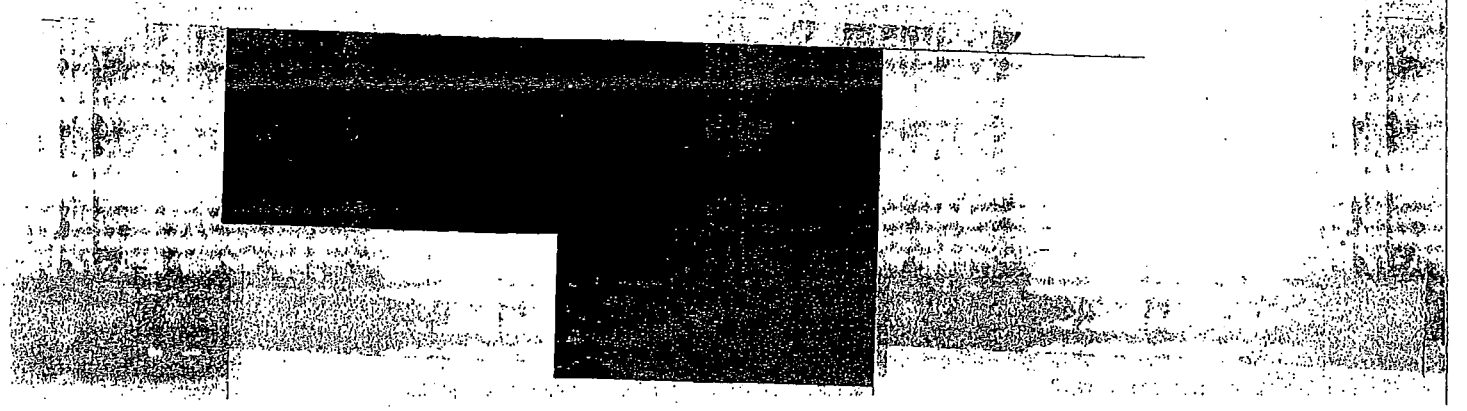
7. INSURANCE: Without in any way limiting Business Partner's obligations under Section 13, Defense and Indemnity, Business Partner agrees to procure and maintain at its own expense the insurance set forth in Exhibit "C" hereto, which requirements are incorporated by this reference as though set forth in full herein.

8. WARRANTY: Neither the final payment nor any provision in the Contract documents shall relieve Business Partner of responsibility for faulty materials or workmanship. In addition to the specific guarantees required by the Scope of Work and the Specifications for the Work, Business Partner guarantees all the work to be performed and all the materials to be furnished under this Contract against defects in material or workmanship, at its own expense and without cost to Contractor, for a period beginning at the date Contractor conveys title of the subject of the work to a purchaser, and continuing from such date until the last of the following to occur: (1) one year, (2) the duration of any limited written warranty given by Contractor to such purchaser, or (3) the duration of any applicable common law, state or federal statutory warranties. It is the policy of Contractor to provide each homebuyer with an Orientation tour of his or her prior to close of escrow, and all items noted during such Orientation as needing correction should be corrected before the homebuyer closes escrow. Accordingly, Business Partner shall complete all Orientation correction items promptly upon receipt of notice from Contractor and in any event within forty-eight (48) hours of receipt of such notice. With regard to non-Orientation warranty items, Business Partner shall complete the corrective work within five (5) working days from receipt of the original notice. In the event of an emergency, Business Partner agrees to respond and repair or replace any defective work or materials within twenty-four (24) hours from receipt of such notice. In addition, Business Partners providing coating, plumbing, electrical and HVAC must provide a seven (7) day-a-week and a twenty-four (24) hour on-call emergency service.

8.1 APPOINTMENTS. Business Partner shall be required to give the homeowner notification that the homeowner's warranty service call will be within a four- (4) hour period in either the morning or the afternoon. Should Business Partner agree to make warranty repairs to a specific home, and fail to keep its appointment with the homeowner, without giving at least twenty-four (24) hours' notice of cancellation to the homeowner, or does not keep such appointment within the set four (4) hour period, Business Partner acknowledges that its actions will cause damage to the reputation of Contractor, and may damage the relationship of Contractor with its homeowners. Such damages would be extremely difficult and impractical to precisely compute. The parties therefore agree that as liquidated damages, and not as a penalty, Business Partner will pay Contractor the sum of $200.00 for every appointment it misses or is over four (4) hours late in keeping for warranty service calls. Business Partner further agrees that the amount of such liquidated damages may be backcharged against any then open contract between Contractor and Business Partner.

8.2 FAILURE TO PERFORM WARRANTY SERVICE. In the event Business Partner fails to repair or replace any work or materials after receiving reasonable notice of Contractor's request to repair or replace the same, Contractor may, at its sole option and discretion, elect to repair or replace such work or materials, and hold Business Partner liable for such repair or replacement (including any administrative costs incurred by Contractor), and may backcharge or withhold the cost of such repair or replacement from any amounts then payable by Contractor to Business Partner. Nothing in the foregoing provisions shall, in any manner, diminish or defeat any legal right Contractor may have to proceed against Business Partner, including, but not limited to the right to recover for latent defects.

9. CHANGES TO THE CONTRACT: Contractor shall have the right at any time, by a written change notice signed by Contractor, to make changes in any one or more of the following parts of this Contract: (a) the Plans and Specifications; (b) the Scope of Work; or (c) the time for performance of all or any portion of the Work. If any such change notice causes an increase or decrease in the cost



of any time required for the performance of any part of the Work, equitable adjustment will be made in the Contract Price or the time for performance or both, and any modification to the Contract shall be in writing and signed by the parties hereto. Business Partner of notification of change must submit any claim by Business Partner for adjustment under this paragraph to Contractor in writing within ten (10) days from the date of receipt. Nothing contained herein shall excuse Business Partner from proceeding with the Work as changed even though a mutually agreed price or time for performance change has not been reached. No extra allowances will be made to cover any costs in excess of the Contract Price unless initiated by Contractor's Superintendent using the "Extra and Back-Charge Request Form". This form will describe the "Extra" being requested and will be signed by the authorized representative of Contractor. Upon delivery of "Extra", Business Partner will receive the signed copy of the Request. Contractor will initiate payment, provided the request was not part of the Contract, by issuing a Purchase Order or Change Order. If Business Partner is receiving a Back-Charge, Contractor's Superintendent using the "Extra and Back-Charge Request Form" will initiate it. This Back-Charge will indicate the work completed along with any backup documentation, which may apply. All extra work will require submittal of daily "extra work order" time cards to be stamped by Contractor's Superintendent on a daily basis, submitted at the time of invoice, and be separate from Contract Work; referencing Purchase Order and/or Change Order. Any deviation by Business Partner of above procedure may result in delay or forfeiture of payment. Contractor may at any time, in its sole discretion, change the number of any particular elevation without incurring additional costs for said changes, save and except the actual cost of the elevation.

10. PAYMENT: Contractor agrees to pay Business Partner for the full and faithful performance of the Work based on the prices set forth in the Exhibit "A"s (the "Payment Schedules") for the Start Releases to be subsequently issued by Contractor and which are incorporated herein by this reference. The price guarantee period for this Contract is from to and is the price guarantee period only, and is not intended to be nor shall it be construed as being the term of this Contract. The price guarantee period shall continue after the last date set forth in the preceding sentence unless 30 days' written notification to received by Contractor of a price change request. Thereafter, 30 days' prior written notice is required for any subsequent price change request. The plan elevation base pricing is as follows:

Contractor will make payments to Business Partner in accordance with the following procedure:

10.1 Business Partner shall present Contractor with a complete billing package comprised of: (a) an original invoice tied to the sequence sheet and matching Exhibit "A"; (b) a copy of Exhibit "A" highlighted to indicate the items to be included in the billing; (c) lien releases from Business Partner on appropriate Contractor's forms; and (d) lien releases from Business Partner's suppliers on appropriate Contractor's forms, in each case, for all work performed during the previous thirty (30) days. Billing for change orders will require the same billing package plus an Extra and Back-Charge form executed by Contractor's Superintendent.

10.2 Contractor will pay thirty (30) days from receipt of Business Partner's correctly submitted billing package.

10.3 Contractor shall retain percent of the total Contract Price pursuant to Exhibit "A".

10.4 If applicable, the retained percentage shall be paid within thirty-five (35) days after completion and acceptance of the Work by Contractor, the City or County having jurisdiction over the Work, the Federal Housing Administration or Veterans Administration, if applicable, and other inspectors having the duty and obligation to inspect the construction of the Community and Business Partner's full and faithful performance of all other provisions of this Contract, including, but not limited to, Articles Six and Eight.

10.5 Invoiced payments will be made only if Business Partner's progress and workmanship are acceptable to Contractor, which acceptance shall not be unreasonably withheld, and Business Partner, before receiving any payment, shall furnish Contractor releases stating all labor, materials and other items used by Business Partner in the performance of the Work have been paid in full or will be paid in full upon receipt of the payment then being requested. If requested to do so by Contractor, Business Partner shall execute any other documentation reasonably necessary to ensure the lien-free status of the property with respect to the performance of the Work.

10.6 The parties hereto agree that all funds paid Business Partner shall first be used by Business Partner to discharge obligations incurred by Business Partner in performance of the Work and the funds shall not be used for any other purpose. The obligations referred to herein shall be those which, if not satisfied, would or could eventually be an obligation of Contractor or which would or could result in subjecting the Community to a mechanic's lien or other encumbrance on the real property upon which the Community is being constructed.

10.7 If at any time during the progress of the Work there should be evidence of any lien, stop notice or claim for material or equipment furnished or work performed pursuant hereto for which Contractor or its property may become liable, Contractor shall have the right to retain money due Business Partner hereunder or under any other contract with Business Partner, an amount sufficient to make Contractor whole against any such lien or claim and to pay such monies as Contractor reasonably believes to be due to such claimants, either by joint check with Business Partner or by payment directly to such claimant(s).

10.8 Any authorized extra labor shall be paid at the rate of $ per hour. All billing requests for extras will be paid only if the complete billing packages are submitted within sixty (60) days after the completion of the extra work for which payment is being requested. All other requests for payment pursuant to this Contract will be paid only if the complete billing package for such work is submitted within one hundred and eighty (180) days after the completion of the work for which payment is being requested. Payment requests not complying with the invoice submission periods set forth above will not be paid.

10.9 Business Partner shall have no right to receive any further payment after default by it of any term of this Contract until such time as the Work performed by Business Partner is completed and accepted by Contractor, the default is cured, and Contractor's damages have been indemnified by Business Partner.

11. ASSIGNMENT OF THIS CONTRACT BY BUSINESS PARTNER: Business Partner shall not assign this Contract or any part thereof, or assign any monies due or to become due hereunder without first obtaining the prior written consent of Contractor.

12. BUSINESS PARTNER'S FAILURE TO PERFORM: In addition to Contractor's other remedies set forth elsewhere in this Contract for Business Partner's failure to perform its obligations under this Contract, upon the occurrence of any one or more of the following events and the continuation thereof for a period of twenty-four (24) hours following written or oral notice thereof by Contractor to Business Partner,

12.1.1 Business Partner fails to complete the whole or any portion of the Work in a timely manner, or in the opinion of Contractor, Business Partner is not making sufficient progress with the Work, either due to lack of material, personnel or otherwise;

12.1.2 Business Partner or any Business Partner or supplier of Business Partner become delinquent in contributions or payments required to be made to any Welfare, Pension, Vacation, Apprenticeship or other employee benefit program or Trust;

Contractor's Initials: _____ 5 Business Partners' Initials: _____



12.1.3 Contractor or any other Business Partner shall be unable to proceed with the Community because of any action by one or more employees of Business Partner or any Business Partner or by any person or labor organization purporting or attempting to represent any employee of Business Partner or any Business Partner, or the presence of Business Partner or its Business Partners on the Community causes any labor relations problems, including but not limited to picketing, strikes, slowdowns or interference with the operations of Contractor;

12.1.4 Business Partner fails to remedy any defect of material or workmanship furnished by it when and as required by Contractor;

12.1.5 *Business Partner is unable to pay debts as they mature or makes any assignment for the benefit of creditors or* in the event any petition is filed by or against Business Partner under the Bankruptcy Act;

12.1.6 Business Partner fails to comply with Contractor's Codes of Safe Practices or Job Rules;

12.1.7 Business Partner substitutes materials without Contractor's written consent;

12.1.8 *Business Partner assigns its obligations, or any part thereof, to another Business Partner or supplier without* Contractor's prior written consent; or

12.1.9 Business Partner violates any other provision of this Contract;

12.1.10 Business Partner does not make prompt and proper payments for labor, services, work, materials or equipment furnished by third parties to it

12.1.11Another contractor is damaged by an act for which Business Partner is responsible.

12.1.12 Business Partner or any third party furnishing labor, services, work, materials, equipment, tools or other items *for the Work files any claim or lien against the property where the Work has been performed and such claim or lien* has not been discharged or resolved within twenty-four (24) hours after notice thereof to Business Partner, and Business Partner has not posted a discharge bond within this twenty-four (24) hour period.

12.1.13 Business Partner fails to perform warranty service under this Agreement or any other prior or contemporaneous Business Partner agreement with Contractor.

12.1.14 *Contractor is fined by any governmental agency on account of or arising out of Business Partner's* (or its Business Partners or agents) violation of any law, ordinance, regulation, administrative ruling and/or court order.

Contractor may then, without further notice to Business Partner, terminate this Contract in whole or in part and; either through its own employees or through any Business *Partner of its choice, complete the portion of the Work terminated or remedy such defect of* material or workmanship and upon such termination Business Partner shall be liable to Contractor for any and all loss, damage or *expense, directly or indirectly suffered by Contractor from such failure by Business Partner, including, but not limited to,* any liquidated damages imposed upon the Contractor and reasonable attorneys' fees incurred or paid by Contractor. The sums incurred *by Contractor as a result of the above actions may be deducted from this Contract, or any other contract then extant with Business* Partner. Should the amount or balance due on this Contract be insufficient, Contractor may collect the deficiency by legal process. In *the event Contractor must use its own labor to complete all or any portion of the Work of this Contract, including but not limited to* warranty service work, Contractor's labor shall be charged at the minimum rate of fifty ($50) dollars per hour. If Contractor, through its own employees or through any such Business Partner of its choice, completes the Work pursuant to the provisions of this paragraph, it may use or permit any such Business Partner to use all material and equipment of Business Partner on the site on the date of giving such notice.

12.2 In the event of Business Partner's failure to make satisfactory progress with the Work, Contractor may also, without *terminating the Contract, furnish or cause to be furnished the necessary materials or employ or cause to be employed the* necessary workmen to remedy the situation at the expense of Business Partner and all material and equipment of Business Partner on the site, may at the option of Contractor, be used by Contractor or its additional Business Partners. The costs incurred by Contractor as a result of the above actions shall be charged against Business Partner and Contractor may deduct it from this Contract, or any other contract then extant with Business Partner. Should the amount or balance due on this Contract be insufficient, Contractor may collect the *deficiency by legal process.*

12.3 *Contractor may also, upon the happening of any of the events listed in paragraphs 12.1.1-12.1.8 above, without* terminating the Contract, remove Business Partner from the Community until such time as Business Partner remedies such *deficiency. In the event Business Partner's employees are removed for failure to comply with the noted deficiency,* Business Partner acknowledges Contractor will suffer damages from the delay in the construction schedule. Such damages would be extremely difficult and impractical to precisely compute. The parties therefore agree that, as liquidated damages, and not as a penalty, Business Partner will pay Contractor the sum of $100.00 per home per day for each day Business Partner is absent from the jobsite by reason of being removed, and such sum may be backcharged against any contract then open between the parties.

13. DEFENSE AND INDEMNITY: Business Partner shall defend Contractor and its officers, directors, agents and employees against any claim of any kind or nature made against Contractor and its officers, directors, agents and employees by anyone (other than *Business Partner*) as a direct or indirect result of the Work. In addition, to the fullest extent permitted by law, Business Partner shall indemnify Contractor and its officers, directors, agents and employees for and hold Contractor and its officers, directors, agents and employees harmless from any damage, injury, loss, liability or expense (including, but not limited to, attorney and expert fees) incurred by Contractor as a direct or indirect *result of the Work. However, Business Partner shall not be obligated to defend* Contractor against any claim or indemnify Contractor for or hold Contractor harmless from any damage, injury, loss, liability or *expense incurred by Contractor resulting solely from the negligence or willful misconduct of Contractor or others and not in any way* resulting from any act or omission of Business Partner. Payment to Business Partner by Contractor at any stage properly due *under the Contract shall not be a condition precedent to Contractor's right to enforce Business Partner's obligations hereunder to* defend, indemnify and/or hold harmless Contractor. Business Partner's obligations to defend, indemnify and hold harmless Contractor shall survive the expiration and termination of the Contract and shall continue until such time as all actions against Contractor arising directly or indirectly out of the Work are barred by applicable statutes of limitations. Business Partner's obligation hereunder to defend Contractor is entirely separate from and independent of Business Partner's obligation hereunder to indemnify and hold harmless Contractor and applies whether Business Partner's liability has been determined and whether Contractor has incurred any damage, injury, loss, liability or expense as a direct or indirect result of the Work. Business Partner agrees that during any stage of any claim, mediation, arbitration or *lawsuit relating directly or indirectly to the Work, Contractor shall be entitled to* summary adjudication of Business Partner's obligation hereunder to defend Contractor. Business Partner further agrees that *Business Partner shall reimburse Contractor for Contractor's reasonable attorney fees and other litigation expenses incurred in* enforcing Business Partner's obligations hereunder to defend, indemnify and/or hold harmless Contractor.

In any and all claims against Contractor hereunder by any employee of Business Partner, any Business Partner, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this

Paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Business Partner or any Business Partner under workers' or workmen's compensation acts, disability acts or other employee benefit acts. In addition, in no event shall Business Partner's obligations hereunder be limited to the extent of any insurance available to or provided by Business Partner.

13.1 Business Partner's duty to defend Contractor is entirely separate from, independent and free of Business Partner's duty to indemnify Contractor, and includes, without limitation, defense of Contractor against claims for which Contractor may be strictly liable, and applies whether the issue of Business Partner's negligence, breach of contract or other fault or obligation has been determined and whether Contractor has paid any sums, or incurred any detriment, arising out of or resulting directly or indirectly from Business Partner's performance of the Work. It is the parties' intent that Contractor shall be entitled to summary adjudication of Business Partner's duty to defend Contractor during any stage of any claim or suit within the scope of this Section. Contractor shall be entitled to recover from Business Partner the attorneys' fees and costs incurred in enforcing the indemnity provisions herein.

14. ARBITRATION. If a controversy or claim arises out of or related to this Agreement and the parties cannot resolve the matter between themselves within sixty (60) days after Contractor is first provided written notice of the claim or controversy by Business Partner, the parties agree to try in good faith to settle the dispute by mediation under the Construction Industry Mediation Rules of the American Arbitration Association. If not settled by mediation, the dispute shall be resolved by final and binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Should a dispute arise between Contractor and a buyer of a residence regarding materials supplied or work performed by Business Partner, Business Partner agrees to participate in, and be bound by, arbitration proceedings between Contractor and the buyer.

15. CONSTRUCTION LOANS: This Contract may be subject to, and when subject to, shall be contingent upon Contractor obtaining a construction Loan for the Community satisfactory to Contractor. If such construction loan is not, for any reason, obtained and recorded for this Community from time to time as required, Contractor may terminate this Contract, and, at Contractor's option, may designate which portions of the Work covered by this Contract shall be performed by Business Partner.

16. NOTICES: Except as noted above, any notice given under this Contract shall be given in writing and delivered either personally to the Superintendent at the Community for service on Contractor or to the representative of Business Partner in charge of the work at the Community for service on the Business Partner, or sent by United States mail or Federal Express or comparable overnight delivery service, postage prepaid, addressed to the party to be charged at the address as the same appears herein or at such other address as either party may give by written notice to the other. Notices shall be deemed received when delivered personally or twenty-four (24) hours of delivery by such overnight service as aforesaid or within 3 days following deposit in the United States mail. As used herein, the term "days" shall mean and refer to consecutive calendar days.

17. ENTIRE AGREEMENT: This Contract, together with any related documents expressly referred to herein, constitutes the entire agreement and between the parties, and supersedes any and all other prior agreements of, whether written or oral, regarding the Work or the Community.

18. INDEPENDENT CONTRACTOR STATUS: At all times in the performance of this Contract, Business Partner is acting as an independent contractor solely responsible for the employment, acts, errors, omissions, control and direction of its employees, agents and independent contractors. Nothing contained in this Contract shall authorize or empower Business Partner to assume or create any responsibility whatsoever, express or implied, on behalf of or in the name of Contractor, or to bind Contractor in any manner, or make representation, warranty, or commitment on behalf of Contractor. This Contract does not create a partnership or joint venture between Contractor and Business Partner.

19 BUSINESS PARTNER LICENSING: BUSINESS PARTNERS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE BY THE CONTRACTORS' STATE LICENSE BOARD.

20. SEVERABILITY: If any provision of this Contract is determined to be invalid, illegal or unenforceable, the remaining provisions of this Contract shall remain in full force and effect provided that the economic and legal substance of the transactions contemplated is not affected in any manner materially adverse to any party. In the event of any such determination, the parties agree to negotiate in good faith to modify this Contract to fulfil as closely as possible the original intent and purposes hereof. To the extent permitted by law, the parties hereby to the same extent waive any provisions of law that renders any provision hereof prohibited or unenforceable in any respect.

21. TO THE EXTENT NOT PROHIBITED BY LAW, BUSINESS PARTNER HEREBY WAIVES AND RELINQUISHES ANY AND ALL STATUTORY OR CONTRACTUAL RIGHTS THAT IT MAY HAVE TO OBTAIN STOP NOTICES OR LIENS, MECHANICS' OR OTHERWISE, AGAINST THE PROPERTY OR IMPROVEMENTS THAT ARE THE WORK AND AGREES NOT TO FILE ANY SUCH NOTICE OR LIEN AGAINST SUCH PROPERTY OR IMPROVEMENTS FOR ANY LABOR, SERVICES, WORK, MATERIALS, EQUIPMENT, TOOLS OR OTHER ITEMS FURNISHED TO OR FOR CONTRACTOR. TO THE EXTENT NOT PROHIBITED BY LAW, BUSINESS PARTNER AGREES TO LOOK SOLELY TO ITS CONTRACTUAL RIGHTS FOR RECOVERY.

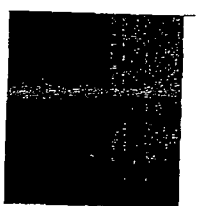
22. This Agreement is entered into in the state where the property is located and shall be interpreted and applied in accordance with the laws of the state where the property is located.

If the foregoing is acceptable to you, please so indicate by signing and returning the original of this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first above written.

"Contractor"	"Business Partner"
Lennar Carolinas, LLC	
Name: Teresa B. Eagle	Name: Knight's Block
Title: Duly Authorized Purchaser	Title: President
BY:	BY:

Contractor's Initials: _____ 7 Business Partner' Initials: _____



ADDENDUM A
CUSTOMER APPRECIATION GIFTS OR EVENTS

This Customer Appreciation Gifts or Events Addendum (this "Addendum") is executed in conjunction with and, by this reference, incorporated into the Business Partner Agreement (the "Agreement") dated as of the 13 day of March, 2011 between Lennar Carolinas, LLC ("Contractor") and Knights Block ("Business Partner").

1. Defined Terms. All initially capitalized terms not defined herein shall have the meanings set forth in the Agreement.

2. Conflicts. In the event of any conflict between this Addendum and the Agreement, this Addendum shall control. In all other respects, the Agreement shall remain in full force and effect.

3. Customer Appreciation Gifts or Events. Because Contractor appreciates the efforts of its business partners and their employees, Contractor periodically gives its business partners and business partners' employees customary and nominal tokens of its appreciation, such as, without limitation, logo and non-logo apparel, rounds of golf, spa days, meals, materials and other "customer appreciation" gifts or outings. Business partner acknowledges and agrees that Contractor's giving such tokens of appreciation to Business partner or Business partner's employees is customary in the industry and does not constitute an attempt to improperly influence Business partner or Business partner's employees and does not and will not give rise to any claims for civil or criminal misconduct. Contractor fully understands that as a consequence of accepting any tokens of appreciation from Contractor, Business partner or Business partner's employees will be under no obligation to Contractor other than those contained in this Subcontract Agreement. In order to ensure that Business partner is aware of this practice, Business partner expressly agrees that Contractor may, at Contractor's sole discretion, without any obligation on the part of Contractor and without further notice to Business partner, provide similar tokens of appreciation to Business partner or Business partner's employees without the need to obtain additional written or verbal consent from Business partner.

Lennar Carolinas, LLC "Contractor"		"Business Partner"	
Name:	Teresa B. Eagle	Name:	Knight's Block
Title:	Director of Purchasing	Title	President
BY:		BY:	

Contractor's Initials: _____ Business Partners' Initials: _____

ADDENDUM B
STORM WATER COMPLIANCE

This Storm Water Compliance Addendum (this "Addendum") is executed in conjunction with and, by this reference, incorporated into the Subcontract Agreement (the "Agreement") dated as of the 13 day of, March, 2007 between (Lennar Entity) ("Contractor") and Knights Block ("Business partner").

1. Defined Terms. All initially capitalized terms not defined herein shall have the meanings set forth in the Agreement.

2. Conflicts. In the event of any conflict between this Addendum and the Agreement, this Addendum shall control. In all other respects, the Agreement shall remain in full force and effect.

3. Business partner shall comply with Contractor's Storm Water Pollution Prevention Plan ("SWPPP"), applicable storm water permit ("Permit"), and Contractor's Storm Water Compliance Guidelines ("Guidelines"). Business partner shall implement the Best Management Practices ("BMPs"), set forth in the SWPPP, for any work that it performs on the job site. A copy of the SWPPP, Guidelines and Permit are available at the construction office. Contractor shall be entitled to recover from Business partner all fines, *fees, expenses and other penalties assessed by any governmental body due to Business partner's violation of the Permit or its* obligations herein. BUSINESS PARTNER HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS CONTRACTOR FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, ATTORNEYS' FEES, EXPENSES, OR LIABILITIES, OF ANY TYPE OR NATURE, INCLUDING WITHOUT LIMITATION, ANY AND ALL FINES OR OTHER PENALTIES, CIVIL OR CRIMINAL, ARISING OUT OF ANY VIOLATION OF THE PERMIT OR ANY OF BUSINESS PARTNER'S OBLIGATIONS HEREIN, CAUSED IN WHOLE OR *IN PART, BY THE WRONGFUL ACTS OR OMISSIONS OF BUSINESS PARTNER, OR OTHERWISE CAUSED IN* WHOLE OR IN PART BY BUSINESS PARTNER'S FAILURE TO COMPLY WITH THE OBLIGATIONS IN THIS PARAGRAPH. Business partner acknowledges that failure to adhere to the requirements of the SWPPP, Guidelines or Permit constitutes a material default of its contractual obligations herein, and Contractor may, without prejudice to any other right or remedy, remove Business partner from the job site, terminate this Contract, and retain a separate business partner to complete Business partner's obligations *in this Contract (the "Completion Business partner"). In the event of termination, business partner shall be entitled to receive no* further monies unless and until the Business partner's scope of work is completed by the Completion Business partner.

Lennar Carolinas, LLC "Contractor"	*"Business Partner"*
Name: Teresa B. Eade	Name: Knight's Block
Title: Director of Purchasing	Title: President
BY:	BY:

Contractor's Initials: TE 9 Business Partners' Initials:

WAIVER OF TRIAL BY JURY/ARBITRATION. TO THE FULL EXTENT ALLOWED BY APPLICABLE LAW, THE SUBCONTRACTOR AND THE CONTRACTOR HEREBY EXPRESSLY COVENANT AND AGREE TO WAIVE THE RIGHT TO TRIAL BY JURY IN CONNECTION WITH ANY LITIGATION OR JUDICIAL PROCEEDING RELATING TO OR CONCERNING, DIRECTLY OR INDIRECTLY, THIS AGREEMENT OR THE CONDUCT, OMISSION, ACTION, OBLIGATION, DUTY, RIGHT, BENEFIT, PRIVILEGE OR LIABILITY OF A PARTY. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN AND IS KNOWINGLY, INTENTIONALLY AND VOLUNTARILY MADE BY THE SUBCONTRACTOR AND THE CONTRACTOR, AND BOTH ACKNOWLEDGE THAT SEPARATE AND GOOD AND VALUABLE CONSIDERATION HAS BEEN PROVIDED BY EACH FOR THIS WAIVER. THE SUBCONTRACTOR AND THE CONTRACTOR HAVE HAD AN OPPORTUNITY TO SEEK LEGAL COUNSEL CONCERNING THIS WAIVER. THIS WAIVER IS INTENDED TO AND DOES ENCOMPASS EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A JURY TRIAL WOULD OTHERWISE ACCRUE. THE SUBCONTRACTOR AND THE CONTRACTOR FURTHER CERTIFY AND REPRESENT TO EACH OTHER THAT NO PARTY, REPRESENTATIVE OR AGENT OF THE SUBCONTRACTOR OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THEIR RESPECTIVE COUNSEL) HAS REPRESENTED, EXPRESSLY OR OTHERWISE TO THE SUBCONTRACTOR OR THE CONTRACTOR OR TO ANY AGENT OR REPRESENTATIVE OF THE SUBCONTRACTOR OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THEIR RESPECTIVE COUNSEL) THAT THEY WILL NOT SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL. THIS WAIVER SHALL APPLY TO THIS AGREEMENT AND ANY FUTURE AMENDMENTS, SUPPLEMENTS OR MODIFICATIONS OF THIS AGREEMENT.

NOTWITHSTANDING THE FOREGOING, IN THE EVENT A CLAIM OR CONTROVERSY ARISES BETWEEN CONTRACTOR AND ANY THIRD PARTY REGARDING MATERIALS SUPPLIED AND/OR WORK PERFORMED BY OR THROUGH SUBCONTRACTOR, AND SUCH CLAIM OR CONTROVERSY IS SUBJECT TO BINDING ARBITRATION BETWEEN CONTRACTOR AND THE THIRD PARTY, SUBCONTRACTOR AGREES TO PARTICIPATE AS A PARTY IN ANY MEDIATION OR ARBITRATION, AND TO BE BOUND BY ANY ARBITRATION PROCEEDINGS OR ARBITRATION RULING IN SUCH ARBITRATION.

Initial

EXHIBIT 46

TO EXHIBIT A – AFFIDAVIT OF ROBERT MAUCH

LENNAR

BUSINESS PARTNER AGREEMENT

CONTRACTOR'S STATE LICENSE No:

DIVISION OFFICE:
CONTRACT:

THIS BUSINESS PARTNER AGREEMENT ("Contract"), is made and entered into as of this 13th day of March 2008 by and between Lennar Carolinas, LLC, whose address is 1941 Savage Rd, Ste 100-C Charleston SC 29407 (herein called "Contractor") and Knight's Redi-Mix Inc, whose address is P.O. Box 3408 Summerville SC 29484, telephone number (843) 821-7000 (herein called "Business Partner").

WHEREAS, Contractor has or is about to commence the construction of , located at , and known as (herein called "Community"), pursuant to plans and specifications prepared by , and any subsequent revisions thereto, (herein called "Plans and Specifications", which plans and specifications are incorporated by this reference.

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

1. PERFORMANCE OF THE WORK. Business Partner agrees to furnish all labor, materials, equipment, supplies, supervision and all other things necessary to efficiently perform and timely complete in strict accordance with the Plans and Specifications, in accordance with the HIGHEST TRADE PRACTICES and in a manner satisfactory to the Contractor, that portion of the Community referred to as work as Contractor subsequently authorizes Business Partner to perform by means of Start Releases(s) issued by Contractor and all option/upgrade work as Contractor subsequently authorizes Business Partner to perform by means of Start Releases(s) issued by Contractor, as well as any amendments to this Contract, (hereto collectively called the "Work"). Business Partner, by acceptance of this Contract, shall guarantee the availability of all materials, labor and equipment necessary to complete the Work according to the established construction schedule of Contractor. Business Partner will pay promptly all fees, taxes, union welfare and benefit payments, deposits, charges, damages and penalties that may be assessed against Contractor on account of Business Partner's performance hereunder, and Business Partner acknowledges that all such taxes and payments have been included in the Contract Price. All possible contingencies to perform a complete job have been anticipated and included in the Contract Bid.

The purpose of this Agreement is to fix the obligations of Contractor and Business Partner as to the performance by Business Partner of certain described Work. Business Partner acknowledges that this Agreement is nonexclusive and that Contractor is free to contract with any other person or entity for the performance of Work which is the same or similar to that described in this Agreement. This Agreement shall not be construed as obligating Contractor to accept bids or issue Work Notification Forms, as defined below, to Business Partner. Business Partner also acknowledges that the terms and provisions of this Agreement apply to and are binding on only the Division of Contractor named herein or any successor to such Division.

1.1 INSPECTION. Business Partner acknowledges inspection of the site for the Work and has thoroughly examined the Plans and Specifications with the fact that the provisions relating to the Work may be set forth throughout different parts of the Plans and Specifications; it being the prime purpose of this Contract to provide for the entire performance and completion of this Business Partner's particular portion of the Community. Business Partner shall be solely responsible for verifying with Contractor's representative that it possesses the most current set of Plans and Specifications prepared and approved for construction by Contractor. If Business Partner, during the performance of the Work, finds discrepancies between the Plans, physical conditions, errors and omissions in the Plans or in the layout as given and/or Specifications, it shall be Business Partner's responsibility to immediately notify Contractor in writing. Any work performed after such discovery, until authorized to proceed, shall be done at Business Partner's risk, until a satisfactory remedy is directed by Contractor. The Plans shall always remain the property of Contractor, and may not be used by Business Partner for any purpose other than the performance of the Work. Prior to ordering any materials or performing any work, Business Partner shall verify all measurements or conditions at the Community, and shall be responsible for the correctness of same. No extra charge or compensation shall be allowed on account of differences between actual dimensions or conditions, and the measurements and conditions, which may be indicated in the Plans and Specifications. The soils and geology reports available to each bidder were prepared by Contractor's consultants and made only for the purpose of study and design. Contractor assumes no responsibility whatsoever in respect to the sufficiency or accuracy of the reports, investigations or of the borings which have been made, and there is no warranty or guarantee, either express or implied, that the conditions indicated by the reports, investigations, or borings are representative of those existing throughout the Community, that unanticipated developments may not occur, or that materials other than, or in proportions different from those indicated, may not occur. Business Partner agrees to undertake the Work subject to all site conditions as they now exist or may arise.

1.2 PROGRESS. Business Partner agrees to (i) keep itself thoroughly informed as to the progress of the Community, (ii) begin the Work upon request of Contractor, (iii) diligently pursue the Work to completion as rapidly as the conditions of the Community will permit, (iv) efficiently coordinate its Work with that of Contractor and all other Business Partners so as not to interfere with, disrupt or delay any work to be performed by any of said persons and, in any event, so as not to interfere with, disrupt or delay the progress required to conform to the Community completion date designated by Contractor. Contractor will, from time to time, issue written Start Releases identifying specific homesites on which the Work is to be performed. Contractor shall have no obligation to issue any Start Releases during the term of this Contract. THIS CONTRACT IS NOT AN AUTHORIZATION TO PROCEED WITH WORK, AND SHALL NOT BECOME EFFECTIVE WITH RESPECT TO THE WORK OF BUSINESS PARTNER UNLESS AND UNTIL CONTRACTOR ISSUES START RELEASE (S) TO BUSINESS PARTNER AUTHORIZING THE SPECIFIC WORK OF BUSINESS PARTNER TO BE PERFORMED, AND THE CONTRACT SHALL BE BINDING ONLY AS TO THE WORK AUTHORIZED BY CONTRACTOR. Business Partner shall perform no Work without receiving Contractor's written Start Release for such Work. BUSINESS PARTNER AGREES TO COMMENCE SUCH WORK AS MAY BE AUTHORIZED BY CONTRACTOR BY MEANS OF EACH START RELEASE AS DIRECTED BY CONTRACTOR'S FIELD SUPERINTENDENT, AND SUCH START RELEASE SHALL BE EFFECTIVE IMMEDIATELY UPON ITS ISSUANCE BY CONTRACTOR WITHOUT NEED FOR FURTHER ACCEPTANCE THEREOF BY BUSINESS PARTNER. If the Work authorized by a Start Release is not commenced on the date specified in the Start Release, Contractor may, in its sole discretion, declare such Start Release null and void. Contractor may, but shall not be obligated to, furnish Business Partner with a progress schedule for all or any portion of the Work which, if furnished, may be amended from time to time by Contractor and shall be considered a part of this Contract. Business Partner acknowledges that neither this Contract nor the issuance by Contractor of a progress schedule constitutes any representation by Contractor that a minimum or specified number of Start Releases will be issued. As to that portion of the Work covered thereby, such schedule shall control over any other provision of this Contract regarding time for performance. Time for performance, whether established by progress schedule or any other provision hereof, shall be of the essence and Business Partner shall be liable to Contractor for any and all damages, including, but not limited to, consequential damages caused by delays of Business Partner. Business Partner shall check

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its message box daily (such message boxes are located in the Contractor's jobsite office). If, however, fire or other catastrophe destroys the Community, Business Partner will be paid for work performed and incorporated into the Community prior to the catastrophe, and both parties shall thereafter be relieved from any further obligation hereunder. Business Partner shall confine all operations of the site to areas permitted by law, ordinance, permits and Contract Documents, and shall not unreasonably encumber the site with materials or equipment.

1.3 SPECIFICATIONS. In addition to the Plans and Specifications, Business Partner shall adhere to any and all manufacturer's specifications for installation of materials, Business Partner shall deliver to Contractor any and all applicable manufacturer's warranties on materials furnished pursuant to this Contract when the Work is completed or the Contract is terminated, whichever is sooner. If there is any conflict between Contractor's Specifications and the manufacturer's specifications, it is the responsibility of Business Partner to bring the discrepancy to Contractor's attention in writing. Business Partner's further work done without first resolving such conflict shall be at its own risk. Attached hereto as Exhibit "B" is Contractor's Scope of Work, which is hereby incorporated by this reference, and Business Partner shall adhere to the terms and specifications thereof in performing the Work. Any deviation from the Plans and Specifications, the manufacturers' specifications or Contractor's Scope of Work will result in Business Partner removing and replacing all materials to the requirements of the Plans and Specifications, manufacturer's specifications and Contractor's Scope of Work at no cost to Contractor.

1.4 WORK OF OTHERS. Business Partner shall protect the work of all Business Partners and Contractor during the course of its Work, and shall be fully responsible for the protection of all existing structures, curbs, landscaping and adjacent property. Business Partner and its employees shall cooperate with all trades, Business Partner shall be responsible for inspecting any work of any other Business Partner or that may affect its own Work and shall report, in writing, to Contractor any defects in such work or any other discrepancies or problems which could adversely affect Business Partner's work within twenty-four (24) hours after discovering the defect, discrepancy or problem, or after it should have been noticeable, whichever occurs earlier. Business Partner shall stop all of its work until the defect, discrepancy or problem has been resolved. If the proper performance of any part of the Work depends upon the performance by Contractor or any other Business Partner whose work precedes in time the Work of Business Partner, Business Partner agrees that commencing performance of such part of the Work shall be deemed to be an admission that the work which precedes such part of the Work has been done in a proper manner, and Business Partner accepts such work as correct and fit to be accommodated into its own. No such acceptance shall be implied if the defect does not occur or is not noticeable until after Business Partner has completed its own Work. If Business Partner installs any work over improper workmanship or materials previously installed by other trades, Business Partner will absorb all repair costs necessary to repair any prior work deemed inferior by Contractor. Business Partner shall be responsible for any damage that may be sustained by the Contractor or others for incorrect location of the work or portions thereof.

1.5 PHASING. The parties hereto acknowledge that the Work covered by this Contract is intended to be performed in more than one phase, pursuant to multiple Start Releases. If, in order to avoid possible escalation in the cost of materials provided by the Business Partner as part of the work covered by this Contract, Business Partner elects to purchase such materials in advance of any particular phase or Start Release of the Community commenced by Contractor, then Business Partner acknowledges that it is purchasing such materials at its own risk and that Contractor shall not pay nor be liable for the cost of such materials purchased by the Business Partner unless and until such applicable phase or Start Release of the Work in which such materials are to be incorporated commences and such materials are either incorporated into such work of improvement.

1.6 WORK NOTIFICATION FORM. In conjunction with this Agreement, Contractor may issue a written order to Contractor specifying certain Work to be performed and time for completion at each specific job location. The term Work Notification Form shall include forms designated "Work Order", "Job Start Order", "Extra Work Order" and other similar designations and containing certain information about commencing such Work and the payment for such Work. Business Partner shall have no authority to commence Work at any job location until it has received a Work Notification Form for a specific job location. It shall be Business Partner's responsibility to obtain a Work Notification Form before beginning any Work at a specific job location. In the event Business Partner's proposal, estimate or similar document is attached to or referenced in a Work Notification Form issued by Contractor, only those terms which define or identify the work to be performed by Business Partner shall be incorporated as part of the Work Notification Form or this Agreement, and any remaining portions of Business Partner's proposal, estimate or similar document shall not be considered part of the Work Notification Form, this Agreement, or any agreement between Contractor and Business Partner. No substitutions shall be allowed in the performance of the Work unless expressly provided in the plans, specifications or applicable Work Notification Form, and only then upon Business Partner first receiving all approvals required from Contractor for substitutions. Business Partner shall indemnify Contractor for all loss, damage and expense incurred as a result of such substitutions, whether or not Business Partner has obtained approval thereof.

2. LABOR AND SUPERVISION: Business Partner shall at all times keep on the construction site and throughout the performance of this Contract, competent supervision together with all necessary and employees. Business Partner's Superintendent shall be knowledgeable as to the Scope of Work attached hereto as Exhibit "B". Business Partner's Superintendent shall have full authority to act for Business Partner in matters pertaining to this Contract and the performance of the Work hereunder. The Business Partner's Superintendent shall remain in attendance at the site and shall be present at all times when work of any kind is being performed including work done during overtime. Business Partner's Superintendent shall be satisfactory to Contractor, and shall not be changed except with the consent of Contractor, unless the Superintendent proves to be unsatisfactory to Business Partner and ceases to be in its employ. Superintendent shall represent the Business Partner, and all communications given to the Superintendent shall be as binding as if given to Business Partner. Business Partner shall at all times enforce strict discipline and good order among its employees and shall not employ any unfit person or anyone not skilled in the task assigned to that employee. Business Partner shall immediately remove from the jobsite and replace any employee, including Business Partner's Jobsite Superintendent, upon request of Contractor, upon Contractor's determination, in its sole discretion, that such employee or mechanic is incompetent, disorderly, unstable, or otherwise unsatisfactory. Business Partner shall provide an English-speaking Superintendent on the Community at all times.

3. LEGAL COMPLIANCE: Business Partner warrants and represents it is familiar with all applicable laws, ordinances, codes, rules, standards and regulations and that it, its employees, and all others acting under its direction or control, shall at all times comply with and abide by all local, state and federal statutes, ordinances, rules and regulations, and any amendments thereto, as well as those of any other public body having authority concerning the Work, including but not limited to, the building codes of the governmental entity having jurisdiction over the Community, FHA Minimum Property requirements, VA building code requirements, the Occupational Safety and Health Act of 1970, the Immigration Reform and Control Act of 1986 (the "Immigration Act"), all applicable equal employment opportunity laws and requirements promulgated by any governmental authority, including, without limitation; the requirements of the Civil Rights Act of 1964, 42 United States Code, Section 1981, Executive Orders 11240, 11375 and 11478, The Age Discrimination in Employment Act, the Americans with Disabilities Act, and any other applicable statute or ordinance. Business Partner shall exercise full responsibility for compliance with all applicable laws by Business Parties, its agents, employees, suppliers and Business Partners with respect to its portion of the Work on this Community. Business Partner, on its behalf and on behalf of its employees and agents, shall receive and respond to, defend and be responsible for any citation, order, claim, charge, criminal or civil actions, arising by failure of Business Partner or its agents, employees, suppliers and Business Partners to so comply, regardless of whether such non-compliance results from active or passive acts or omissions or whether such non-compliance is the

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sole or a contributory cause of any of those matters against which Business Partner is obligated hereunder to indemnify and hold Contractor harmless.

3.1 IMMIGRATION. Business Partner specifically warrants and agrees it does not and shall not knowingly hire or continue to employ aliens not authorized to work in the United States, it has and shall continue to verify the employment documentation specified in the Immigration Act, and it has and shall properly complete and retain the Immigration and Naturalization Service's Form I-9 for all its employees covered by the Immigration Act.

3.2 PATENT AND COPYRIGHTS. Business Partner shall assume all liability and responsibility for all royalties, licenses, patent fees, and any other charges made in connection with the use of patented processes upon the work or in connection therewith.

3.3 ENVIRONMENTAL. Business Partner shall, prior to commencing the Work, identify to Contractor in writing all hazardous or toxic substances to be used in performing the Work or to be brought onto the Community by Business Partner, and shall maintain Material Safety Data Sheets ("MSDS") for those substances, as per OSHA regulations. Business Partner as part of this Contract without any additional compensation will furnish all work, labor, services or materials necessary to comply with this Section. Business Partner shall immediately identify to Contractor in writing all hazardous or toxic substances discovered during the performance of the Work omitted from any previous notification(s) and promptly provide the MSDS on those substances to Contractor.

3.3.1 Business Partner shall immediately notify Contractor of any spill, release or discharge of any listed chemical caused by or brought to the attention of Business Partner or any of Business Partner's partners, employees, agents, Business Partners, customers, invitees or suppliers, whether such spill, release or discharge is the result of an intentional act, negligence, accident or misfortune. As to any spill, release or discharge of a listed chemical which is caused by Business Partner or any of Business Partner's partners, employees, agents, Business Partners, customers, invitees or suppliers, whether caused intentionally, negligently or accidentally, Business Partner shall immediately take all reasonable and necessary actions to prevent the further spread of any spill, release or discharge of a listed chemical which is brought to the attention of Business Partner. Business Partner shall take immediate action to clean up said spill, release or discharge in full compliance with all applicable laws and regulations and any directions from Contractor, at Business Partner's expense.

3.4 SAFETY. Business Partner shall take all reasonable safety precautions with regard to the work shall comply with all safety precautions, and with all safety laws, regulations, rules or ordinances of any public authority responsible for the safety of persons or property. Business Partner shall report all injuries to its employees at the jobsite to Contractor at Contractor's office address listed above within eight (8) hours of the injury. Business Partner acknowledges its failure to adhere to Contractor's safety policies and job rules after written notice may result in Business Partners removal from the job site, and termination of this Contract. Business Partner agrees to cooperate with all health and safety programs, and rules promulgated by Contractor, in furtherance of Business Partner duties under the Occupational Health and Safety Act. Business Partner further agrees that, if in the opinion of Contractor, the health and safety of any person or persons in endangered, or the effective operation of the systems put in place to ensure the health and safety of any worker on the jobsite is not being implemented Contractor may take such action as it deems necessary and appropriate under the circumstances present, including, without limitation, the following:

- Contractor may require Business Partner to remedy the condition immediately at its own expense;
- Contractor may shut the site down in whole or in part until the condition is remedied;
- Contractor may remedy the condition at its own expense and backcharge the Business Partner for the remedial cost of such work, together with an appropriate charge for Contractors overhead, to be determined by Contractor in its sole discretion;
- Contractor may terminate the Contract without further liability to Business Partner, and may hold Business Partner fully liable for any losses incurred by Contractor as a result of such termination;
- Contractor shall be entitled to recover fines assessed by any governmental body due to Business Partner's violation of any terms of this Agreement; and/or
- Contractor may assess safety violation penalties of up to $100 for each violation of jobsite safety rules or governmental safety laws, regulations, rules or ordinances. Contractors may backcharge or separately invoice the Business Partner for such safety violation penalties.

4. JOB RULES Business Partner hereby acknowledges it has read, and will comply with Contractor's Code of Safe Practices and has been informed of and will comply with Contractor's policies concerning safety, reasonable restrictions on use and access to the construction site by unauthorized personnel and the rules and policies concerning Contractor's prohibition of solicitation or distribution on the Community, which are as follows:

4.1 Contractor has posted "No Trespassing" signs in conspicuous and appropriate places through the construction site. The structures being built are located on private property. Because Contractor may be held accountable for any injuries to persons or property occurring on the jobsite, access to the construction Community by unauthorized persons, i.e., members of the general public or off-duty employees or family members of Business Partner's employees, is strictly prohibited. Business Partner acknowledges the posting of Contractor's "no trespass", "no solicitation" and "no distribution" signs, and acknowledges that the construction is occurring on private property under exclusive control and care of Contractor. Moreover, Business Partner agrees to abide by these reasonable rules and procedures and contractual language to the contrary contained in agreements between Business Partner and any labor organization. Business Partners who may be working on the Community have no authority, contractual or otherwise, to permit access to the construction site to any unauthorized persons, including solicitors, sales persons, off-duty employees, or officials of any labor organization. In the event unauthorized persons do enter the construction site in contravention of the statement of policies and procedures, Contractor shall regard such entry as an unlawful trespass.

4.2 Hard-hats are required for all employees of Business Partner having an exposure to overhead falling or flying objects or electrical hazards.

4.3 The consumption of alcohol or illegal substances on the jobsite WILL NOT BE TOLERATED, AND IS CAUSE FOR IMMEDIATE TERMINATION OF THIS CONTRACT. No alcoholic beverages or illegal substances are allowed on job site at any time. Anyone found under the influence of alcohol or a controlled substance shall be removed from the job site at once. Continued abuse of this requirement by Business Partner or its employees shall be considered grounds for termination of the Contract.

4.4 No animals shall be allowed on the job site. Business Partner is asked to inform employees of this rule before work commences so as to eliminate any hardship on pets in the event they must be removed from the job site.

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4.6 All traffic laws, ordinances, rules and regulations shall be observed by Business Partners and their employees on the job site, and within the Community. The speed limit within the Community is 8 MPH. Business Partner and its employees shall not speed or otherwise operate their automobiles in a dangerous or offensive manner within the Community.

4.8 Business Partner agrees there shall be no parking of construction vehicles on finished lots, finished driveways, or in garages.

4.7 Contractor will provide portable toilet facilities for the use of Business Partners employees. Use of bathroom facilities in model or production homes is prohibited.

4.8 No eating, drinking or smoking is permitted in any home at any time.

4.9 Business Partner's personnel shall not set tools, machinery, materials, or trash on any countertops, bathtubs, vinyl or ceramic areas.

4.10 Business Partner is prohibited from performing any additional work for any of Contractor's homebuyers or prospective homebuyers at any time without express prior written approval from an officer of Contractor at the office address listed above. Non-approved work will be removed at Business Partner's expense, and continued violation of this rule will result in the termination of this Contract.

4.11 Neither Business Partner nor any partner, director, employee, or agent of Business Partner shall, without specific written authorization of Contractor, give or receive any commission, fee, rebate, gift or item of significant cost or value to any person or entity in connection with or as a result of Business Partner's Work provided hereunder, including without limitation to any officer or employee of any government, department, agency or instrumentality, to influence any decision, or to gain any other advantage for Contractor or Business Partner. Business Partner shall not enter into any business arrangement with any partner or employee of Contractor, or any affiliate of the same other than as a representative of Contractor or such affiliate in accordance with this Contract and with the prior written approval of Contractor or without limitation to engage in any employment or enter into any contract or agreement that conflicts with Business Partner's obligations under this Contract.

5. EQUIPMENT: Should Business Partner or its employees use Contractor's or any other Business Partner's equipment, scaffolding or other facilities, it is understood and agreed such use shall be at Business Partner's sole risk, and by the use thereof, Business Partner hereby waives all claims and liability against Contractor, assumes the full risk of the operation thereof, and assumes full responsibility for any and all loss, cost, expense, damage, or injury, including reasonable attorneys' fees, arising therefrom. Security may, at Contractor's discretion, be utilized at various times during the course of construction. This, however, will not constitute acceptance of or responsibility for the security and safekeeping of Business Partner's equipment or materials by Contractor. Business Partner shall protect materials supplied to it from any source and the work to be performed by it pursuant to this Contract, and shall at all times be responsible for the good condition thereof until final completion of all work to be performed by Contractor and its Business Partners. In no event shall Contractor become responsible for loss or damage to the Work or materials belonging to, supplied by or under the control of Business Partner.

6. CLEAN UP: Business Partner agrees to clean up and remove all its debris, rubbish, hazardous/toxic discharges and surplus materials as the Work progresses, and to keep its own Work protected from damages by the elements and from damage likely to be occasioned in the performance of the Work. Business Partner agrees to place all trash in bins on a daily basis. Business Partner agrees to protect all other parts of the Community from damage likely to be caused by Business Partner's Work. Should any such damage occur, Business Partner agrees to immediately repair the same. Any default of Business Partner in any such cleaning or protection from damage, may be remedied by Contractor, and the cost thereof deducted (at a rate of $60.00 minimum per hour for Contractor's labor) from the Contract Price.

7. INSURANCE: Without in any way limiting Business Partner's obligations under Section 13, Defense and Indemnity, Business Partner agrees to procure and maintain at its own expense the insurance set forth in Exhibit "C" hereto, which requirements are incorporated by this reference as though set forth in full herein.

8. WARRANTY: Neither the final payment nor any provision in the Contract documents shall relieve Business Partner of responsibility for faulty materials or workmanship. In addition to the specific guarantees required by the Scope of Work and the Specifications for the Work, Business Partner guarantees all the work to be performed and all the materials to be furnished under this Contract against defects in material or workmanship, at its own expense and without cost to Contractor, for a period beginning at the date Contractor conveys title of the subject of the work to a purchaser, and continuing from such date until the last of the following to occur: (1) one year, (2) the duration of any limited written warranty given by Contractor to such purchaser, or (3) the duration of any applicable common law, state or federal statutory warranties. It is the policy of Contractor to provide each homebuyer with an Orientation tour of his or her prior to close of escrow, and all items noted during such Orientation as needing correction should be corrected before the homebuyer closes escrow. Accordingly, Business Partner shall complete all Orientation correction items promptly upon receipt of notice from Contractor and in any event within forty-eight (48) hours of receipt of such notice. With regard to non-Orientation warranty items, Business Partner shall complete the corrective work within five (5) workday days from receipt of the original notice. In the event of an emergency, Business Partner agrees to respond and repair or replace any defective work or materials within twenty-four (24) hours from receipt of such notice. In addition, Business Partners providing roofing, plumbing, electrical and HVAC must provide a seven (7) day-a-week and a twenty-four (24) hour on-call emergency service.

8.1 APPOINTMENTS. Business Partner shall be required to give the homeowner notification that the homeowner's warranty service call will be within a four (4) hour period in either the morning or the afternoon. Should Business Partner agree to make warranty repairs to a specific home, and fail to keep its appointment with the homeowner, without giving at least twenty-four (24) hours' notice of cancellation to the homeowner, or does not keep such appointment within the set four (4) hour period, Business Partner acknowledges that its actions will cause damage to the reputation of Contractor, and may damage the relationship of Contractor with its homeowners. Such damages would be extremely difficult and impractical to precisely compute. The parties therefore agree that as liquidated damages, and not as a penalty, Business Partner will pay Contractor the sum of $250.00 for every appointment it misses or is over four (4) hours late in keeping for warranty service calls. Business Partner further agrees that the amount of such liquidated damages may be backcharged against any item upon contract between Contractor and Business Partner.

8.2 FAILURE TO PERFORM WARRANTY SERVICE. In the event Business Partner fails to repair or replace any work or materials after receiving reasonable notice of Contractor's request to repair or replace the same, Contractor may, at its sole option and discretion, elect to repair or replace such work or materials, and hold Business Partner liable for such repair or replacement (including any administrative costs incurred by Contractor), and may backcharge or withhold the cost of such repair or replacement from any account then payable by Contractor to Business Partner. Nothing in the foregoing provisions shall, in any manner, diminish or defeat any legal right Contractor may have to proceed against Business Partner, including, but not limited to the right to recover for latent defects.

9. CHANGES TO THE CONTRACT: Contractor shall have the right at any time, by a written change notice signed by Contractor, to make changes in any one or more of the following parts of this Contract: (a) the Plans and Specifications; (b) the Scope of Work; or (c) the time for performance of all or any portion of the Work. If any such change notice causes an increase or decrease in the cost

of or the time required for the performance of any part of the Work, equitable adjustment will be made in the Contract Price or the time for performance or both, and any modification to the Contract shall be in writing and signed by the parties hereto. Business Partner of notification of change must submit any claim by Business Partner for adjustment under this paragraph to Contractor in writing within ten (10) days from the date of receipt. Nothing contained herein shall excuse Business Partner from proceeding with the Work as changed even though a mutually agreed price or time for performance change has not been reached. No extra allowances will be made to cover any costs in excess of the Contract Price unless initiated by Contractor's Superintendent using the "Extra and Back-Charge Request Form". This form will describe the "Extra" being requested and will be signed by the authorized representative of Contractor. Upon delivery of "Extra", Business Partner will receive the signed copy of the Request. Contractor will initiate payment, provided the request was not part of the Contract, by issuing a Purchase Order or Change Order. If Business Partner is receiving a Back-Charge, Contractor's Superintendent using the "Extra and Back-Charge Request Form" will initiate it. This Back-Charge will indicate the work completed along with any backup documentation, which may apply. All extra work will require submittal of daily "extra work order" time cards to be stamped by Contractor's Superintendent on a daily basis, submitted at the time of invoice, and be separate from Contract Work; referencing Purchase Order and/or Change Order. Any deviation by Business Partner of above procedure may result in delay or forfeiture of payment. Contractor may at any time, in its sole discretion, change the number of any particular elevation without incurring additional costs for said changes, save and except the actual cost of the elevation.

10. PAYMENT: Contractor agrees to pay Business Partner for the full and faithful performance of the Work based on the prices set forth in the Exhibit "A"s (the "Payment Schedules") to the Start Releases to be subsequently issued by Contractor and which are incorporated herein by this reference. The price guarantee period for this Contract is from to and is the price guarantee period only, and is not intended to be nor shall it be construed as being the term of this Contract. The price guarantee period shall continue after the last date set forth in the preceding sentence unless 90 days' written notification is received by Contractor of a price change request. Thereafter, 30 days' prior written notice is required for any subsequent price change request. The plan elevation base pricing is as follows:

Contractor will make payments to Business Partner in accordance with the following procedure:

10.1 Business Partner shall present Contractor with a complete billing package consisted of: (a) an original invoice tied to the sequence sheet and matching Exhibit "A"; (b) a copy of Exhibit "A" highlighted to indicate the items to be included in the billing; (c) lien releases from Business Partner on appropriate Contractor's forms; and (d) lien releases from Business Partner's suppliers on appropriate Contractor's forms, in each case, for all work performed during the previous thirty (30) days. Billing for change orders will require the same billing package plus an Extra and Back-Charge form executed by Contractor's Superintendent.

10.2 Contractor will pay thirty (30) days from receipt of Business Partner's correctly submitted billing package.

10.3 Contractor shall retain percent of the total Contract Price pursuant to Exhibit "A".

10.4 If applicable, the retained percentage shall be paid within thirty-five (35) days after completion and acceptance of the Work by Contractor, the City or County having jurisdiction over the Work, the Federal Housing Administration or Veterans Administration, if applicable, and other inspectors having the duty and obligation to inspect the construction of the Community and Business Partner's full and faithful performance of all other provisions of this Contract, including, but not limited to, Articles Six and Eight.

10.5 Invoiced payments will be made only if Business Partner's progress and workmanship are acceptable to Contractor, which acceptance shall not be unreasonably withheld, and Business Partner, before receiving any payment, shall furnish Contractor releases stating all labor, materials and other items used by Business Partner in the performance of the Work have been paid in full or will be paid in full upon receipt of the payment then being requested. If requested to do so by Contractor, Business Partner shall execute any other documentation reasonably necessary to ensure the lien-free status of the property with respect to the performance of the Work.

10.6 The parties hereto agree that all funds paid Business Partner shall first be used by Business Partner to discharge obligations incurred by Business Partner in performance of the Work and the funds shall not be used for any other purpose. The obligations referred to herein shall be those which, if not satisfied, would or could eventually be an obligation of Contractor or which would or could result in subjecting the Community to a mechanic's lien or other encumbrance on the real property upon which the Community is being constructed.

10.7 If at any time during the progress of the Work there should be evidence of any lien, stop notice or claim for material or equipment furnished or work performed pursuant hereto for which Contractor or its property may become liable, Contractor shall have the right to retain money due Business Partner hereunder or under any other contract with Business Partner; an amount sufficient to make Contractor whole against any such lien or claim and to pay such monies as Contractor reasonably believes to be due to such claimants, either by joint check with Business Partner or by payment directly to such claimant(s).

10.8 Any authorized extra labor shall be paid at the rate of $ per hour. All billing requests for extras will be paid only if the complete billing packages are submitted within sixty (60) days after the completion of the extra work for which payment is being requested. All other requests for payment pursuant to this Contract will be paid only if the complete billing package for such work is submitted within one hundred and eighty (180) days after the completion of the work for which payment is being requested. Payment requests not complying with the invoice submission periods set forth above will not be paid.

10.9 Business Partner shall have no right to receive any further payment after default by it of any term of this Contract until such time as the Work performed by Business Partner is completed and accepted by Contractor, the default is cured, and Contractor's damages have been indemnified by Business Partner.

11. ASSIGNMENT OF THIS CONTRACT BY BUSINESS PARTNER: Business Partner shall not assign this Contract or any part thereof, or assign any monies due or to become due hereunder without first obtaining the prior written consent of Contractor.

12. BUSINESS PARTNER'S FAILURE TO PERFORM: In addition to Contractor's other remedies set forth elsewhere in this Contract for Business Partner's failure to perform its obligations under this Contract, upon the occurrence of any one or more of the following events and the continuation thereof for a period of twenty-four (24) hours following written or oral notice thereof by Contractor to Business Partner:

12.1.1 Business Partner fails to complete the whole or any portion of the Work in a timely manner, or in the opinion of Contractor, Business Partner is not making sufficient progress with the Work, either due to lack of material, personnel or otherwise;

12.1.2 Business Partner or any Business Partner or supplier of Business Partner becomes delinquent in contributions or payments required to be made to any Welfare, Pension, Vacation, Apprenticeship or other employee benefit program or Trust;

Contractor's Initials: _____ Business Partners' Initials: _____

12.1.3 Contractor or any other Business Partner shall be unable to proceed with the Community because of any action by one or more employees of Business Partner or any Business Partner or by any person or labor organization purporting or attempting to represent any employee of Business Partner or any Business Partner, or the presence of Business Partner or its Business Partners on the Community causes any labor relations problems, including but not limited to picketing, strikes, slowdowns or interference with the operations of Contractor;

12.1.4 Business Partner fails to remedy any defect of material or workmanship furnished by it when and as required by Contractor.

12.1.5 Business Partner is unable to pay debts as they mature or makes any assignment for the benefit of creditors or in the event any petition is filed by or against Business Partner under the Bankruptcy Act;

12.1.6 Business Partner fails to comply with Contractor's Codes of Safe Practices or Job Rules;

12.1.7 Business Partner substitutes materials without Contractor's written consent;

12.1.8 Business Partner assigns its obligations, or any part thereof, to another Business Partner or supplier without Contractor's prior written consent; or

12.1.9 Business Partner violates any other provision of this Contract;

12.1.10 Business Partner does not make prompt and proper payments for labor, services, work, materials or equipment furnished by third parties to it.

12.1.11 Another contractor is damaged by an act for which Business Partner is responsible.

12.1.12 Business Partner or any third party furnishing labor, services, work, materials, equipment, tools or other items for the Work files any claim or lien against the property where the Work has been performed and such claim or lien has not been discharged or resolved within twenty-four (24) hours after notice thereof to Business Partner, and Business Partner has not posted a discharge bond within this twenty-four (24) hour period.

12.1.13 Business Partner fails to perform warranty service under this Agreement or any other prior or contemporaneous Business Partner agreement with Contractor.

12.1.14 Contractor is fined by any governmental agency on account of or arising out of Business Partner's (or its Business Partners or agents) violation of any law, ordinance, regulation, administrative ruling and/or court order,

Contractor may then, without further notice to Business Partner, terminate this Contract in whole or in part and; either through its own employees or through any Business Partner of its choice, complete the portion of the Work terminated or remedy such defect of material or workmanship and upon such termination Business Partner shall be liable to Contractor for any and all loss, damage or liquidated damages imposed upon the Contractor and reasonable attorneys' fees incurred or paid by Contractor. The costs incurred by Contractor as a result of the above actions may be deducted from this Contract, or any other contract then extant with Business Partner. Should the amount or balance due on this Contract be insufficient, Contractor may collect the deficiency by legal process. In the event Contractor must use its own labor to complete all or any portion of the Work of this Contract, including but not limited to warranty service work, Contractor's labor shall be charged at the minimum rate of fifty ($50) dollars per hour. If Contractor, through its own employees or through any such Business Partner of its choice, completes the Work pursuant to the provisions of this paragraph, it may use or permit any such Business Partner to use all material and equipment of Business Partner on the site on the date of giving such notice.

12.2 In the event of Business Partner's failure to make satisfactory progress with the Work, Contractor may also, without terminating the Contract, furnish or cause to be furnished the necessary materials or employ or cause to be employed the necessary workmen to remedy the situation at the expense of Business Partner and all material and equipment of Business Partner on the site, may at the option of Contractor, be used by Contractor or its additional Business Partners. The costs incurred by Contractor as a result of the above actions shall be charged against Business Partner and Contractor may deduct it from this Contract, or any other contract then extant with Business Partner. Should the amount or balance due on this Contract be insufficient, Contractor may collect the deficiency by legal process.

12.3 Contractor may also, upon the happening of any of the events listed in paragraphs 12.1.1-12.1.9 above, without terminating the Contract, remove Business Partner from the Community until such time as Business Partner remedies such deficiency. In the event Business Partner's employees are removed for failure to comply with the noted deficiency, Business Partner acknowledges Contractor will suffer damages from the delay in the construction schedule. Such damages would be extremely difficult and impractical to precisely compute. The parties therefore agree that, as liquidated damages, and not as a penalty, Business Partner will pay Contractor the sum of $100.00 per home per day for each day Business Partner is absent from the jobsite by reason of being removed, and such sum may be backcharged against any contract then open between the parties.

13. DEFENSE AND INDEMNITY. Business Partner shall defend Contractor and its officers, directors, agents and employees against any claim of any kind or nature made against Contractor and its officers, directors, agents and employees by anyone (other than Business Partner) as a direct or indirect result of the Work. In addition, to the fullest extent permitted by law, Business Partner shall indemnify Contractor and its officers, directors, agents and employees for and hold Contractor and its officers, directors, agents and employees harmless from any damage, injury, loss, liability or expense (including, but not limited to, attorney and expert fees) incurred by Contractor as a direct or indirect result of the Work. However, Business Partner shall not be obligated to defend Contractor against any claim or indemnify Contractor for or hold Contractor harmless from any damage, injury, loss, liability or expense incurred by Contractor resulting solely from the negligence or willful misconduct of Contractor or others and not in any way resulting from any act or omission of Business Partner. Payment to Business Partner by Contractor of any sums purportedly due under the Contract shall not be a condition precedent to Contractor's right to enforce Business Partner's obligations hereunder to defend, indemnify and/or hold harmless Contractor. Business Partner's obligations to the Contract and shall continue until such time as all actions against Contractor shall survive the expiration and termination of the Contract and shall continue until such time as all actions against Contractor arising directly or indirectly out of the Work are barred by applicable statutes of limitations. Business Partner's obligation hereunder to defend Contractor is entirely separate from and independent of Business Partner's liability that been determined and whether Contractor has Contractor arising directly or indirectly out of the Work. Business Partner agrees that during and hold harmless Contractor and applies whether Business Partner's liability has been determined and whether Contractor has incurred any damage, injury, loss, liability or expense as a direct or indirect result of the Work, Contractor shall be entitled to any stage of any claim, mediation, arbitration or lawsuit relating directly or indirectly to the Work, Contractor further agrees that summary adjudication of Business Partner's obligation hereunder to defend Contractor. Business Partner's obligation expenses incurred in Business Partner shall reimburse Contractor for Contractor's reasonable attorney fees and other litigation enforcing Business Partner's obligations hereunder to defend, indemnify and/or hold harmless Contractor.

In any and all claims against Contractor hereunder by any employee of Business Partner, any Business Partner, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this

Business Partner's Initials: _____

Contractor's Initials: _____

Paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Business Partner or any Business Partner under workers' or workmen's compensation acts, disability acts or other employee benefit acts. In addition, in no event shall Business Partner's obligations hereunder be limited to the extent of any insurance available to or provided by Business Partner.

13.1 Business Partner's duty to defend Contractor is entirely separate from, independent and true- of Business Partner's duty to indemnify Contractor, and includes, without limitation, defense of Contractor against claims for which Contractor may be strictly liable, and applies whether the issue of Business Partner's negligence, breach of contract or other fault or obligation has been determined and whether Contractor has paid any sums, or incurred any detriment, arising out of or resulting directly or indirectly from Business Partner's performance of the Work. It is the parties' intent that Contractor shall be entitled to summary adjudication of Business Partner's duty to defend Contractor during any stage of any claim or suit within the scope of this Section. Contractor shall be entitled to recover from Business Partner the attorneys' fees and costs incurred in enforcing the indemnity provisions herein.

14. ARBITRATION. If a controversy or claim arises out of or related to this Agreement and the parties cannot resolve the matter between themselves within sixty (60) days after Contractor to first provided written notice of the claim or controversy by Business Partner, the parties agree to try in good faith to settle the dispute by mediation under the Construction Industry Mediation Rules of the American Arbitration Association. If not settled by mediation, the dispute shall be resolved by final and binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Should a dispute arise between Contractor and a buyer of a residence regarding materials supplied or work performed by Business Partner, Business Partner agrees to participate in, and be bound by, arbitration proceedings between Contractor and the buyer.

15. CONSTRUCTION LOANS: This Contract may be subject to, and when subject to, shall be contingent upon Contractor obtaining a construction Loan for the Community satisfactory to Contractor. If such construction loan is not, for any reason, obtained and recorded for this Community from time to time as required, Contractor may terminate this Contract, and, at Contractor's option, may designate which portions of the Work covered by this Contract shall be performed by Business Partner.

16. NOTICES: Except as noted above, any notice given under this Contract shall be given in writing and delivered either personally to the Superintendent of the Community for service on Contractor or to the representative of Business Partner in charge of the work at the Community for service on the Business Partner, or sent by United States mail or Federal Express or comparable overnight delivery service, postage prepaid, addressed to the party to be charged at the address as the same appears herein or at such other address as either party may give by written notice to the other. Notices shall be deemed received when delivered personally or twenty-four (24) hours of delivery by such overnight service as aforesaid or within 3 days following deposit in the United States mail. As used herein, the term "days" shall mean and refer to consecutive calendar days.

17. ENTIRE AGREEMENT: This Contract, together with any related documents expressly referred to herein, constitutes the entire Agreement and between the parties, and supersedes any and all other prior agreements or, whether written or oral, regarding the Work or the Community.

18. INDEPENDENT CONTRACTOR STATUS: At all times in the performance of this Contract, Business Partner is acting as an independent contractor solely responsible for the employment, acts, errors, omissions, control and direction of its employees, agents and independent contractors. Nothing contained in this Contract shall authorize or empower Business Partner to assume or create any responsibility whatsoever, express or implied, on behalf of or in the name of Contractor, or to bind Contractor in any manner, or make representation, warranty, or commitment on behalf of Contractor. This Contract does not create a partnership or joint venture between Contractor and Business Partner.

19. BUSINESS PARTNER LICENSING: BUSINESS PARTNERS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE BY THE CONTRACTORS' STATE LICENSE BOARD.

20. SEVERABILITY: If any provision of this Contract is determined to be invalid, illegal or unenforceable, the remaining provisions of this Contract shall remain in full force and effect provided that the economic and legal substance of the transactions contemplated is not affected in any manner materially adverse to any party. In the event of any such determination, the parties agree to negotiate in good faith to modify this Contract to fulfill as closely as possible the original intent and purposes hereof. To the extent permitted by law, the parties hereby to the same extent waive any provisions of law that renders any provision hereof prohibited or unenforceable in any respect.

21. TO THE EXTENT NOT PROHIBITED BY LAW, BUSINESS PARTNER HEREBY WAIVES AND RELINQUISHES ANY AND ALL STATUTORY OR CONTRACTUAL RIGHTS THAT IT MAY HAVE TO OBTAIN STOP NOTICES OR LIENS, MECHANICS' OR OTHERWISE, AGAINST THE PROPERTY OR IMPROVEMENTS THAT ARE THE WORK AND AGREES NOT TO FILE ANY SUCH NOTICE OR LIEN AGAINST SUCH PROPERTY OR IMPROVEMENTS FOR ANY LABOR, SERVICES, WORK, MATERIALS, EQUIPMENT, TOOLS OR OTHER ITEMS FURNISHED TO OR FOR CONTRACTOR. TO THE EXTENT NOT PROHIBITED BY LAW, BUSINESS PARTNER AGREES TO LOOK SOLELY TO ITS CONTRACTUAL RIGHTS FOR RECOVERY

22. This Agreement is entered into in the state where the property is located and shall be interpreted and applied in accordance with the laws of the state where the property is located.

If the foregoing is acceptable to you, please so indicate by signing and returning the original of this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first above written.

Lennar Carolinas, LLC "Contractor"		"Business Partner"	
Name:	Teresa B. Eade	Name:	Knight's Redi-Mix, Inc.
Title:	Director of Purchasing	Title:	President
BY:		BY:	

Contractor's Initials: TE 7 Business Partners' Initials:

ADDENDUM A
CUSTOMER APPRECIATION GIFTS OR EVENTS

This Customer Appreciation Gifts or Events Addendum (this "Addendum") is executed in conjunction with and, by this reference, incorporated into the Business Partner Agreement (the "Agreement") dated as of the 13 day of March, 2011 between Lennar Carolinas, LLC ("Contractor") and Knight's Redi-Mix, Inc. ("Business Partner").

1. Defined Terms. All initially capitalized terms not defined herein shall have the meanings set forth in the Agreement.

2. Conflicts. In the event of any conflict between this Addendum and the Agreement, this Addendum shall control. In all other respects, the Agreement shall remain in full force and effect.

3. Customer Appreciation Gifts or Events. Because Contractor appreciates the efforts of its business partners and their employees, Contractor periodically gives its business partners and business partners' employees customary and nominal tokens of its "appreciation, such as, without limitation, logo and non-logo apparel, tickets of golf, spa days, meals, materials and other "customer appreciation" gifts or outings. Business partner acknowledges and agrees that Contractor's giving such tokens of appreciation to Business partner or Business partner's employees is customary in the industry and does not constitute an attempt to improperly influence Business partner or Business partner's employees and does not and will not give rise to any claims for civil or criminal misconduct. Contractor fully understands that as a consequence of accepting any tokens of appreciation from Contractor, Business partner or Business partner's employees will be under no obligation to Contractor other than those contained in this Subcontract Agreement. In order to ensure that Business partner is aware of this practice, Business partner expressly agrees that Contractor may, at Contractor's sole discretion, without any obligation on the part of Contractor and without further notice to Business partner, provide similar tokens of appreciation to Business partner or Business partner's employees without the need to obtain additional written or verbal consent from Business partner.

Lennar Carolinas, LLC "Contractor"	"Business Partner"
Name: Teresa B Eadi	Name: Knight's Redi-Mix, Inc.
Title: Director of Purchasing	Title President
BY:	BY:

Contractor's Initials: TE

Business Partners' Initials:

ADDENDUM B
STORM WATER COMPLIANCE

This Storm Water Compliance Addendum (this "Addendum") is executed in conjunction with and, by this reference, incorporated into the Subcontract Agreement (the "Agreement") dated as of the 13 day of March, 2007 between Lennar Entity ("Contractor") and Knights Redi-Mix, Inc. ("Business partner").

1. Defined Terms. All initially capitalized terms not defined herein shall have the meanings set forth in the Agreement.

2. Conflicts. In the event of any conflict between this Addendum and the Agreement, this Addendum shall control. In all other respects, the Agreement shall remain in full force and effect.

3. Business partner shall comply with Contractor's Storm Water Pollution Prevention Plan ("SWPPP"), applicable storm water permit ("Permit"), and Contractor's Storm Water Compliance Guidelines ("Guidelines"). Business partner shall implement the Best Management Practices ("BMPs"), set forth in the SWPPP, for any work that it performs on the job site. A copy of the SWPPP, Guidelines and Permit are available at the construction office. Contractor shall be entitled to recover from Business partner all fines, fees, expenses and other penalties assessed by any governmental body due to Business partner's violation of the Permit or its obligations herein. BUSINESS PARTNER HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS CONTRACTOR FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, ATTORNEYS' FEES, EXPENSES, OR LIABILITIES OF ANY TYPE OR NATURE, INCLUDING WITHOUT LIMITATION, ANY AND ALL FINES OR OTHER PENALTIES, CIVIL OR CRIMINAL, ARISING OUT OF ANY VIOLATION OF THE PERMIT OR ANY OF BUSINESS PARTNER'S OBLIGATIONS HEREIN, CAUSED IN WHOLE OR IN PART, BY THE WRONGFUL ACTS OR OMISSIONS OF BUSINESS PARTNER, OR OTHERWISE CAUSED IN WHOLE OR IN PART BY BUSINESS PARTNER'S FAILURE TO COMPLY WITH THE OBLIGATIONS IN THIS PARAGRAPH. Business partner acknowledges that failure to adhere to the requirements of the SWPPP, Guidelines or Permit constitutes a material default of its contractual obligations herein, and Contractor may, without prejudice to any other right or remedy, remove Business partner from the job site, terminate this Contract, and retain a separate business partner to complete Business partner's obligations in this Contract (the "Completion Business partner"). In the event of termination, business partner shall be entitled to receive no further monies unless and until the Business partner's scope of work is completed by the Completion Business partner.

"Contractor"	"Business Partner"
Lennar Carolinas, LLC	
Name: Teresa B. Eagle	Name: Knights Redi-Mix, Inc.
Title: Director of Purchasing	Title: President
BY:	BY:

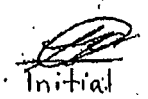
Contractor's Initials: TE

Business Partners' Initials:

SUBCONTRACTOR AGREEMENT

WAIVER OF TRIAL BY JURY/ARBITRATION. TO THE FULL EXTENT ALLOWED BY APPLICABLE LAW, THE SUBCONTRACTOR AND THE CONTRACTOR HEREBY EXPRESSLY COVENANT AND AGREE TO WAIVE THE RIGHT TO TRIAL BY JURY IN CONNECTION WITH ANY LITIGATION OR JUDICIAL PROCEEDING RELATING TO OR CONCERNING, DIRECTLY OR INDIRECTLY, THIS AGREEMENT OR THE CONDUCT, OMISSION, ACTION, OBLIGATION, DUTY, RIGHT, BENEFIT, PRIVILEGE OR LIABILITY OF A PARTY. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN AND IS KNOWINGLY, INTENTIONALLY AND VOLUNTARILY MADE BY THE SUBCONTRACTOR AND THE CONTRACTOR, AND BOTH ACKNOWLEDGE THAT SEPARATE AND GOOD AND VALUABLE CONSIDERATION HAS BEEN PROVIDED BY EACH FOR THIS WAIVER. THE SUBCONTRACTOR AND THE CONTRACTOR HAVE HAD AN OPPORTUNITY TO SEEK LEGAL COUNSEL CONCERING THIS WAIVER. THIS WAIVER IS INTENDED TO AND DOES ENCOMPASS EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A JURY TRIAL WOULD OTHERWISE ACCRUE. THE SUBCONTRACTOR AND THE CONTRACTOR FURTHER CERTIFY AND REPRESENT TO EACH OTHER THAT NO PARTY, REPRESENTATIVE OR AGENT OF THE SUBCONTRACTOR OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THEIR RESPECTIVE COUNSEL) HAS REPRESENTED, EXPRESSLY OR OTHERWISE TO THE SUBCONTRACTOR OR THE CONTRACTOR OR TO ANY AGENT OR REPRESENTATIVE OF THE SUBCONTRACTOR OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THEIR RESPECTIVE COUNSEL) THAT THEY WILL NOT SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL. THIS WAIVER SHALL APPLY TO THIS AGREEMENT AND ANY FUTURE AMENDMENTS, SUPPLEMENTS OR MODIFICATIONS OF THIS AGREEMENT.

NOTWITHSTANDING THE FOREGOING, IN THE EVENT A CLAIM OR CONTROVERSY ARISES BETWEEN CONTRACTOR AND ANY THIRD PARTY REGARDING MATERIALS SUPPLIED AND/OR WORK PERFORMED BY OR THROUGH SUBCONTRACTOR, AND SUCH CLAIM OR CONTROVERSY IS SUBJECT TO BINDING ARBITRATION BETWEEN CONTRACTOR AND THE THIRD PARTY, SUBCONTRACTOR AGREES TO PARTICIPATE AS A PARTY IN ANY MEDIATION OR ARBITRATION, AND TO BE BOUND BY ANY ARBITRATION PROCEEDINGS OR ARBITRATION RULING IN SUCH ARBITRATION.



Initial

INSURANCE REQUIREMENTS – Exhibit C- High

Subcontractor shall procure and maintain, at its sole cost and expense, the following insurance coverages:

1. Workers' Compensation:
Coverage A, Statutory Benefits
Coverage B, Employers' Liability of not less than:

Bodily injury by accident	$1,000,000 each accident
Bodily injury by disease	$1,000,000 policy limit
Bodily injury by disease	$1,000,000 each employee

Coverage must include a waiver of subrogation endorsement in favor of, and naming, Lennar Corporation including its subsidiaries, partners, partnerships, affiliated companies, successors and assigns

2. Commercial Auto Coverage:
Automobile Liability coverage (equivalent in coverage to ISO form CA 00 01) of not less than $1,000,000 combined single limit, each accident, covering all owned, hired and non-owned autos.

3. Commercial General Liability:
Commercial General Liability coverage (equivalent in coverage to ISO form CG 00 01) of not less than:

Each Occurrence Limit	$1,000,000
Personal Advertising Injury Limit	$1,000,000
Products/Completed Operations Aggregate Limit	$2,000,000
General Aggregate Limit (other than Products/Completed Operations)	$2,000,000

The policy must include:
a) Premises and Operations coverage with no explosions, collapse, or underground damage exclusion (XCU).
b) Products and Completed Operations coverage. Subcontractor agrees to maintain this coverage for a minimum of ten (10) years following completion of its work.
c) Standard ISO CG0001 0196 Contractual Liability coverage, or its equivalent, and a Separation of Insureds clause.
d) Broad Form Property Damage coverage, including completed operations, or its equivalent.
e) The work "performed on your behalf by a subcontractor" exception to the "Damage to Your Work" exclusion (Exclusion "l" in Section I of the ISO form CG 00 01 10 01 and earlier versions.) No limitation or restriction of this exception is allowed.
f) An Additional Insured Endorsement (equivalent to ISO form CG 20 10) naming as additional insured: "Lennar Corporation including its subsidiaries, partners, partnerships, affiliated companies, successors and assigns."
g) If the Work to be performed is on an attached community, there shall be no exclusion for attached or condominium projects.
h) There shall be no exclusions for continuing or progressive losses not known by Subcontractor to exist prior to policy inception.
i) Coverage must be on an "occurrence" form. "Claims Made" and "Modified Occurrence" forms are not acceptable.

4. Property Insurance:
Subcontractor shall maintain "Special Form" property insurance (commonly referred to as "all risk" or "special perils" coverage) in an amount equal to the full replacement cost of all Subcontractor's real and personal property (for which it has title and/or risk of loss), as well as real and personal property which becomes a final part of the Project, during its off-Project status, in transit and while stored or worked upon away from, or on, the Project site. All policy proceeds shall be used for the repair or replacement of the property damaged or destroyed.

Property Waiver of Subrogation. Subcontractor hereby waives all rights of recovery against Lennar Corporation including its subsidiaries, partners, partnerships, affiliated companies, successors and assigns, with respect to any loss or damage, including consequential loss or damage, to the Subcontractor's property caused or occasioned by any peril or perils covered under any policy or policies of property insurance carried by the Subcontractor. Subcontractor shall cause its insurance carriers to consent to such waiver of subrogation.

5. Other Requirements:
a) All policies must afford an unqualified thirty (30) days notice of cancellation to the additional insured(s) in the event of cancellation or non-renewal, and ten (10) days notice of cancellation for non-payment of premium.
b) All policies must be written by insurance companies whose rating in the most recent Best's Rating Guide, is not less than A (-); VII. Contractor reserves the right to accept coverages provided via a state fund. All coverage forms must be acceptable to Contractor. Subcontractor agrees to provide a full certified copy of any policy maintained by Subcontractor to Contractor upon Contractor's request therefor.
c) Certificates of Insurance with the required endorsements evidencing the required coverages must be delivered to the Contractor prior to commencement of any work under this Subcontract. Such certificates of insurance shall state "All Operations" of Subcontractor performed on behalf of Contractor shall be covered by such insurance. The wording "Endeavor" and ... "but failure to mail such notice shall impose no obligation or liability of any kind upon the company" must be deleted from the certificate. If your carrier or broker will not remove such language from the certificate, a separate endorsement requiring 30-day notice of cancellation will be required.
d) If the Subcontractor fails to secure and maintain the required insurance, Contractor shall have the right (without any obligation to do so, however) to secure same in the name and for the account of Subcontractor in which event the Subcontractor shall pay the costs thereof and furnish upon demand all information that may be required in connection therewith.

e) Contractor reserves the right, but shall have no obligation, to procure the insurance, or any portion thereof, for which Subcontractor is herein responsible and which is described in this section. Contractor shall notify Subcontractor if Contractor exercises its right, whereupon Subcontractor's responsibility to carry such insurance shall cease and all the premiums and other charges associated with such insurance shall be refunded to the Contractor. Contractor further reserves the right at any time, with thirty (30) days written notice to Subcontractor, to require that Subcontractor resume the procurement and maintenance of any insurance for which Contractor has elected to procure pursuant to this subsection; in such event, the sums paid to Subcontractor by Contractor shall increase to the extent of any previously agreed and implemented reduction (as noted above) attributable to Contractor's prior assumption of the particular insurance coverages. Such refund shall be equitably pro-rated based upon Subcontractor's completed work at the time of such adjustment.

f) Contractor reserves the right, in its sole discretion, to require higher limits of liability coverage if, in Contractor's opinion, operations by or on behalf of Subcontractor create higher than normal hazards, and, to require Subcontractor to name additional parties in interest to be Additional Insureds, and included in any required Waiver of Subrogation, Notice of Cancellation, or other endorsement.

g) In the event that rental of equipment is undertaken to complete and/or perform the work, Subcontractor agrees that it shall be solely responsible for such rental equipment. Such responsibility shall include, but not be limited to, theft, fire, vandalism and use, including use by unauthorized persons.

h) Nothing in this Exhibit shall reduce Subcontractor's obligations under this Contract. Subcontractor's procurement and/or maintenance of insurance shall not be construed as a limitation of liability or as full performance of the indemnification and hold harmless provisions of this Agreement.

i) In the event that materials or any other type of personal property ("personal property") is acquired for the Project or delivered to the Project site, Subcontractor agrees that it shall be solely responsible for such property until it becomes a fixture on the Project, or otherwise is installed and incorporated as a final part of the Project. Such responsibility shall include, but not be limited to, theft, fire, vandalism, and use, including use by unauthorized persons.

6. **Changes and Modifications:**
Any modification or waiver of the insurance requirements to this Agreement, or in any addendum hereto, may only be made with the prior written consent of Contractor.

7. **Notices:**
All Certificates of Insurance and required endorsements must be addressed and forwarded to:

Lennar Corporation
Insurance Compliance
PO Box 12010-LC
Hemet, CA 92546-8010

Phone: (951) 766-2274

EXHIBIT 47

TO EXHIBIT A – AFFIDAVIT OF ROBERT MAUCH

LENNAR

Lennar Carolinas, LLC

MASTER TRADE PARTNER AGREEMENT

CONTRACTOR'S STATE LICENSE No: **G1119111**

DIVISION OFFICE: Coastal Carolinas- **Regional Operations Center**
CONTRACT: **All Coastal Carolina Communities**

THIS MASTER TRADE PARTNER AGREEMENT (hereinafter referred to as the "Agreement"), is made and entered into at 1941 Savage Road, STE 100 C, Charleston, SC 29407 , on 10/08/2012 by and between Lennar Carolinas LLC whose address is 1941 Savage Road, STE 100 C, Charleston, SC 29407 ("Contractor") and LA New_, a [Corporation], whose address is 1881 Paddy Place, Charleston, SC 29407 , telephone number 843-303-4489 ("Subcontractor").

1. **SCOPE OF WORK:** Subcontractor shall provide labor, material, equipment or other services in such location(s) and under such terms and conditions as Contractor shall deem necessary (the "Work") upon receipt of a work agreement from Contractor in substantially the form of the Work Agreement ("Work Agreement") attached hereto as Schedule "A." When issued, each Work Agreement shall become part of the Agreement. The location(s) where the Work is to be performed ("Job Site" or "Project Site"), may be more fully described in the "Price Schedule," attached as Exhibit "A" to the Work Agreement, and the "Work," as defined in the Work Agreement.

1.1 SUB-SUBCONTRACTOR: Unless otherwise provided, the term "Sub-subcontractor" shall include all persons or entities of all tiers, whether contracting directly with Subcontractor, or any person acting by, through or under Subcontractor, that are providing labor, materials, equipment, supplies, and/or supervision to satisfy the requirements of Subcontractor's Work. Subcontractor shall keep its Sub-subcontractors informed of the requirements of this Agreement.

1.2 PERFORMANCE OF THE WORK. Subcontractor shall furnish all labor, materials, equipment, supplies, supervision and all other things necessary to timely and properly perform the Work in a good and workmanlike manner, free from defects in workmanship or materials, acceptable to Contractor, and in strict accordance with (i) the plans and specifications, (ii) any applicable manufacturer's specifications, recommendations or requirements, (iii) applicable industry standards, codes, or other rules or regulations, and (iv) the requirements of Contractor's overall schedule. Subcontractor guarantees the availability of all labor, equipment and materials necessary to complete the Work in strict accordance with Contractor's schedule. Subcontractor shall be solely responsible to pay for all labor, salaries, materials, tools, equipment, supplies, state, federal, local and all other applicable sales, use, income or other taxes of any type or nature, transportation, storage facilities, offices, telephones, other overhead, shop drawings, supervision, temporary or permanent facilities and all other things necessary for the full and complete performance of the Work covered by this Agreement and the Work Agreement(s). Subcontractor shall secure and pay for all permits and governmental fees, licenses and inspections, to the extent necessary, for the proper execution and completion of Subcontractor's Work. No substitutions shall be allowed in the performance of the Work unless expressly approved by Contractor in writing.

1.3 INSPECTION AND INVESTIGATION. Subcontractor shall fully and completely investigate and study (i) the Project Site, (ii) the plans and specifications, (iii) any manufacturer's specifications, and (iv) all other conditions that may affect the Work, and shall be solely responsible for verifying that it possesses the most current set of plans and specifications. By executing the Work Agreement, Subcontractor represents that it has noted no deficiencies or problems with the Project Site, the plans and specifications, the manufacturer's specifications, or any other conditions which would impact its ability to perform the Work in accordance with the requirements of this Agreement or any Work Agreement. If Subcontractor subsequently discovers

any discrepancies between the plans, specifications, manufacturer's specifications, physical conditions, or any errors and omissions in the plans or specifications or in the layout as given that might affect the Work, Subcontractor shall immediately notify Contractor in writing. Any Work performed by Subcontractor relating to such discrepancy, error or omission shall be done at Subcontractor's sole risk. Prior to ordering materials or performing the Work, Subcontractor shall verify (i) that the materials are adequate for the performance of the Work, and (ii) that all measurements or conditions relevant to Subcontractor's Work are acceptable. No extra charge or compensation shall be allowed on account of differences between actual dimensions or conditions, and the measurements and conditions which may be found as indicated in the plans and specifications. The soils and geology reports, investigations or borings available to Subcontractor were prepared by third parties and made only for the purpose of study and design. Contractor does not warrant or guarantee, either expressly or impliedly, (i) the sufficiency or accuracy of the reports or investigations or borings which have been made, or (ii) any conditions that exist throughout the Project. Subcontractor agrees to undertake the Work subject to all site conditions as they now exist or may arise.

1.4 DEFECTIVE WORK. Subcontractor is responsible, at its sole cost, for promptly repairing or replacing any defective Work noted by Contractor or any third-party inspectors. In the event Subcontractor's Work involves construction of a residential dwelling, Subcontractor is also responsible, at its sole cost, for promptly repairing or replacing any defective Work noted by the homebuyer. Subcontractor shall provide Contractor with an itemized construction inspection checklist in a form approved by Contractor that Subcontractor will use to verify completion and workmanship of the Work. The failure of Contractor to identify any defects in the Work during any inspection shall not relieve Subcontractor of its responsibility to perform the Work in accordance with the requirements of this Agreement. Contractor shall be the sole judge of the adequacy of the repairs made to fix defective work. If Subcontractor covers any Work prior to Contractor's inspection of the Work, then Subcontractor shall be responsible for the cost of uncovering or removal and replacement of the Work to allow Contractor's inspection. Subcontractor shall correct all items noted as needing correction within forty-eight (48) hours of receipt of Contractor's notice. In the event Subcontractor's Work involves construction of a residential dwelling, Subcontractor shall correct all items noted as needing correction, including any items noted during homebuyer's orientation before the earlier of (i) close of homeowner's escrow, or (ii) forty-eight (48) hours of receipt of Contractor's notice.

1.5 PROGRESS. Subcontractor shall comply with the deadlines and schedules established in the Work Agreement and by Contractor, and shall prosecute the Work with diligence and with adequate labor, equipment and materials to satisfy Subcontractor's progress requirements and so as to not delay the work of other subcontractors. Subcontractor shall cooperate and coordinate its Work with all other subcontractors so as to avoid any delay or interferences. Subcontractor acknowledges and agrees that Contractor utilizes the Supply Pro® scheduling system for issuing start orders and scheduling Work for each homesite. Subcontractor agrees to subscribe to and utilize the Supply Pro® scheduling system to receive and respond to Work start orders, scheduling changes, and other modifications to the Work, and agrees to utilize Supply Pro® to notify the Contractor of Subcontractor's completion of assigned Work and to initiate requests for payment. All costs of subscribing to, utilizing, and maintaining Supply Pro for the Subcontractor shall be borne by Subcontractor. Subcontractor acknowledges that timely submission of requests for payment is a critical aspect of payment under the terms of this Agreement and is material consideration on Contractor's part in entering into this Agreement. Requests for payment submitted more than one hundred twenty (120) days after performance of the Work or delivery of materials would result in additional administrative costs for Contractor and substantial increased project costs.

1.5.1 As a result, Contractor and Subcontractor agree that payment for any and all invoices submitted more than one hundred twenty (120) days from the date of performance of the Work or delivery of materials shall, to the fullest extent permitted by

applicable law, be waived and Contractor shall have no obligation to make payment to Subcontractor therefor, and Subcontractor shall have no lien rights for the Work or materials for which payment was waived under this 120-day provision. Further, Subcontractor expressly agrees to indemnify and defend Contractor should a lien be filed on any property in connection with labor or materials, for which payment was waived under this 120-day provision, to the fullest extent permitted by applicable law.

1.5.2 This provision does not affect Subcontractor's rights, or the rights of any subcontractor providing labor or materials to timely seek full payment; restrict or limit the constitutional or statutory right to file and record liens or stop notices for non-payment; or take all steps reasonably necessary to preserve its lien and bond rights as permitted by law.

1.5.3 Subcontractor shall include notice of this requirement in each contract with its Sub-subcontractors and suppliers relating to the Work.

1.6 WORK OF OTHERS. Subcontractor shall be responsible for protecting its Work, and the work of other subcontractors or Contractor until final acceptance by Contractor. Subcontractor shall, without limitation, be fully responsible for the protection of all existing structures, materials, equipment, curbs, landscaping, flora, fauna and adjacent property. Subcontractor shall be responsible for inspecting the work of other subcontractors that may affect its own Work and shall immediately report to Contractor, in writing, any defects, discrepancies or problems which could adversely affect Subcontractor's work.

1.7 MATERIALS. Unless otherwise specifically stated in this Agreement or any Work Agreement, all goods or materials (i) are to be shipped F.O.B. Job Site and paid for by Subcontractor, and (ii) shall be used within seven (7) days of their receipt. Deliveries to and storage at the Project or Job Site are the sole risk and responsibility of the Subcontractor. Subcontractor shall be responsible for damage or loss to all material and equipment until final payment by Contractor. No materials will be paid for until properly installed. Title to the Work shall vest in Contractor upon performance; provided, however, the vesting of such title shall not impose any obligations on Contractor or relieve Subcontractor of any of its obligations hereunder. To the extent not prohibited by law, Subcontractor hereby waives any security interest or removeables rights it may have in goods or material to be supplied hereunder and waives its right to the remedies available for a buyer's breach as provided in the Uniform Commercial Code. On-site storage for materials is not provided unless otherwise set forth in a Work Agreement.

1.8 DELAYS AND DISRUPTIONS/WAIVER OF CONSEQUENTIAL DAMAGES. IN THE EVENT OF ANY DELAY, DISRUPTION, INTERFERENCE, STOPPAGE OR HINDRANCE IN COMMENCEMENT OR PROSECUTION OF THE WORK CAUSED BY ANY REASON WHATSOEVER ("WORK INTERRUPTIONS"), INCLUDING ANY WORK INTERRUPTIONS CAUSED IN WHOLE OR IN PART, OR ALLEGED TO HAVE BEEN CAUSED IN WHOLE OR IN PART, BY CONTRACTOR OR OTHER SUBCONTRACTORS, SUBCONTRACTOR, TO THE FULLEST EXTENT PERMITTED BY LAW, HEREBY WAIVES ANY DAMAGES CAUSED BY SUCH WORK INTERRUPTIONS. SUBCONTRACTOR'S SOLE AND EXCLUSIVE REMEDY FOR ANY WORK INTERRUPTIONS SHALL BE AN EXTENSION OF TIME TO PERFORM ITS WORK. TO THE FULLEST EXTENT PERMITTED BY LAW SUBCONTRACTOR SPECIFICALLY WAIVES ANY RIGHT TO RECOVER DIRECT, INDIRECT, CONSEQUENTIAL, IMPACT, OR OTHER COSTS, EXPENSES, OR DAMAGES, INCLUDING BUT NOT LIMITED TO DELAY DAMAGES, COSTS OF ACCELERATION, INEFFICIENCY, LOSS OF ORGANIZATION, LOSS OF PROFITS, JOB SITE OR HOME OFFICE OVERHEAD, LABOR OR MATERIAL ESCALATION, OR DETERIORATION OF MATERIALS, CAUSED BY ANY WORK INTERRUPTION. TO THE FULLEST EXTENT PERMITTED BY LAW SUBCONTRACTOR ALSO SPECIFICALLY WAIVES ANY RIGHT TO RECOVER INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY TYPE AND NO MATTER THE CAUSE OF SUCH DAMAGES OR FAULT

ON THE PART OF CONTRACTOR OR ANY OTHER PERSON. NOTWITHSTANDING THE FOREGOING, THESE WAIVERS SHALL NOT PRECLUDE RECOVERY OF DAMAGES BY SUBCONTRACTOR FOR WORK INTERRUPTIONS CAUSED SOLELY BY FRAUD, BAD FAITH, OR ACTIVE INTERFERENCE ON THE PART OF CONTRACTOR.

2. **LABOR AND SUPERVISION:** Subcontractor shall maintain competent and sufficient supervision and employees on site during all times that Subcontractor is performing its Work. Subcontractor's superintendent shall be experienced, fully able to communicate with Contractor, trained, knowledgeable as to the Work, and shall have full authority to act for and bind Subcontractor. Subcontractor's superintendent shall be satisfactory to Contractor, and shall not be changed without Contractor's written consent. All communications or directions given to the Subcontractor's superintendent shall be as binding as if given to Subcontractor. Subcontractor shall enforce strict discipline and good order among its employees and Sub-subcontractors, and shall not employ any unfit or unskilled person. Subcontractor shall immediately remove and replace any person deemed unfit or unskilled by Contractor. Subcontractor shall maintain a list of all persons performing its Work on the Job Site and shall produce such list to Contractor upon request. Subcontractor shall perform criminal background checks of any person that will perform any portion of its Work, and Subcontractor shall not allow any registered sex offender or any person convicted of a felony or a misdemeanor involving theft, larceny, violence, sexual assault or any other crime of moral turpitude to work at the Project Site or Job Site. In performing such background checks, Subcontractor shall comply with all requirements of the Fair Credit Reporting Act and any other applicable laws and regulations.

3. **LEGAL COMPLIANCE:** Subcontractor and its Sub-subcontractors shall, at all times, comply with all applicable local, state, or federal statutes, ordinances, rules and regulations, and any amendments thereto, as well as those of any other public body having authority concerning the Work, including *without limitation*, the local and state building codes, FHA Minimum Property requirements, VA building code requirements, the Occupational Safety and Health Act of 1970, 29 U.S.C. §§ 651 et seq; the Immigration Reform and Control Act of 1986 ("IRCA"), the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRAIRA"), the Immigration and Nationality Act ("INA"), all applicable equal employment opportunity laws and requirements promulgated by any governmental authority, including, without limitation, the requirements of Title VII of the 1964 Civil Rights Act, 42 United States Code, Section 1981, Executive Orders 11246, 11375 and 11478, the Age Discrimination in Employment Act, the Americans with Disabilities Act, and the Fair Labor Standards Act; all applicable local, state, or federal environmental laws and regulations including, without limitation, the Clean Air Act, 42 USC §§ 7401-7671; the Clean Water Act, 33 USC §§ 1251-1387; the Comprehensive Environmental Response Compensation and Liability Act (CERCLA), 42 USC §§ 9601-9675; the Solid Waste Disposal Act, 42 USC §§ 6901-6992, the Toxic Substances Control Act, 15 USC §§ 2601-2692; and the Endangered Species Act of 1973, 16 USC §§ 1531-544. Subcontractor is solely responsible, for itself and others acting by, through or under Subcontractor, for compliance with the requirements of this paragraph and the other obligations of this Agreement.

3.1 IMMIGRATION. With respect to its obligations herein or in any Work Agreement, Subcontractor specifically warrants and agrees it (i) shall not knowingly hire or continue to employ aliens not authorized to work in the United States, (ii) has and shall continue to verify the employment documentation specified in the Immigration Act, and (iii) has and shall properly complete and retain the U.S. Citizenship and Immigration Services' Form I-9 for all its employees covered by the Immigration Act. Accordingly and pursuant to the indemnity requirements of this Agreement, Subcontractor agrees to defend, indemnify and hold Contractor free and harmless from and against any claims or charges asserted or filed against and any judgments, fines, penalties and assessments entered against Contractor arising from or as the result of the employment or engagement of any person inconsistent with the foregoing promises or the laws of the United States. In addition, should Subcontractor fail to comply with this section, Contractor shall have the right to rescind this Agreement and/or declare Subcontractor in default under this Agreement and as a result Contractor will be entitled to all direct, indirect, consequential, impact, or other costs, expenses, or damages, including but not limited to costs, loss of organization, lost profits, or

attorneys' fees and/or paraprofessional fees arising out of or as a result of Subcontractor's breach of this section. Furthermore, at Contractor's sole discretion and as a monetary remedy for such breach, Contractor may, as liquidated damages and not as a penalty, withhold all or any portion of payments owed to Subcontractor for any work completed but unpaid prior to Subcontractor's breach.

3.2 PATENT AND COPYRIGHTS. Subcontractor shall assume all liability for all royalties, licenses, patent fees, and any other charges made in connection with the use of patented or copyrighted processes in connection with its Work.

3.3 ENVIRONMENTAL. Contractor has developed the Lennar Environmental Management System ("LEMS") as a company-wide environmental management system to provide guidance to Contractor's employees, Subcontractors, and Sub-subcontractors on how to comply with applicable environmental requirements at Contractor's job sites. By signing this Agreement, Subcontractor acknowledges that it is responsible for understanding and complying with the specific environmental requirements applicable to the Work as well as ensuring that the Work does not interfere with efforts by Contractor employees or other Subcontractors and/or Sub-subcontractors to comply with environmental requirements. If requested by Contractor, Subcontractor will attend a pre-construction meeting where Contractor will further explain the LEMS and the environmental requirements applicable to the Job Site; however Subcontractor remains independently responsible for understanding and complying with all applicable environmental requirements regardless of whether a pre-construction meeting is held.

Further, it is acknowledged and understood that prior to the initiation of the Work at each Job Site, Subcontractor will inspect the Job Site, observe the environmental conditions of the Job Site, and review Contractor's environmental plans and specifications, including Contractor's Stormwater Pollution Prevention Plan or equivalent ("SWPPP"), wetlands or endangered species limitations, and dust control plan, and any Spill Prevention and Control Countermeasure Plan, or its equivalent, if applicable, and that Subcontractor has notice and knowledge of the environmental conditions of the Job Site. If, during the course of its performance of the Work, Subcontractor discovers a previously unidentified environmental condition, Subcontractor shall immediately notify Contractor and shall not proceed with any Work that would disturb such environmental condition without Contractor's approval.

Subcontractor shall take care not to damage any Best Management Practices ("BMPs") or Control Measures, as defined below, by the Work, and in the event Subcontractor causes such damage it shall immediately report such damage to Contractor and take appropriate measures to remedy such damage. Without limiting any of its other rights or remedies provided elsewhere in this Agreement (including its right to defense and indemnification by Subcontractor), Contractor may offset from any payments due Subcontractor, or otherwise recoverable from Subcontractor: (i) the costs to repair or replace any BMPs or Control Measures damaged by Subcontractor; and (ii) the costs of all fines, fees, expenses and other penalties sought against or incurred by Contractor due to, in whole or in part, (a) Subcontractor's violation of the obligations herein, (b) Subcontractor's violation of the Water Quality Requirements or Air Quality Requirements, as defined below, including violations arising from damage to BMPs or Control Measures caused by Subcontractor, (c) Subcontractor's interference with the implementation of the Water Quality and Dust Control Requirements by Contractor or by any other party responsible for implementing the Water Quality or Dust Control Requirements, (d) spills, releases, or discharges of hazardous, toxic, or other substances caused by Subcontractor, (e) Subcontractor's failure to comply with the requirements of Section 3.3.1 of this Agreement regarding hazardous and toxic substances or (f) Subcontractor's failure to comply with the requirements of Section 3.3.2.1 of this Agreement regarding Spill Prevention, Control and Countermeasures for the Job Site or Project Site. Failure to satisfy the obligations in this paragraph shall be deemed a material default of this Agreement, and Contractor may, without prejudice to any other right or remedy, (i) withhold any payments to Subcontractor under this Agreement or otherwise until Subcontractor has remedied its failure,

and/or (ii) terminate this Agreement, withhold payments otherwise due Subcontractor under this Agreement or otherwise, and retain a separate Subcontractor to complete Subcontractor's obligations at Subcontractor's expense.

3.3.1 HAZARDOUS AND TOXIC SUBSTANCES. Prior to commencing the Work at a particular Job Site, Subcontractor shall identify in writing all hazardous or toxic substances, as those substances are defined in the applicable environmental laws, to be used in performing the Work by Subcontractor, and shall provide Material Safety Data Sheets ("MSDS") to Contractor for those substances. Contractor may hold any payments otherwise due Subcontractor until such documentation is supplied. Subcontractor shall immediately notify Contractor in writing of all hazardous or toxic substances discovered during the performance of the Work or otherwise brought to the job site which were omitted from any previous notification(s) and promptly provide the MSDS on those substances to Contractor. Subcontractor shall not allow any hazardous or toxic substances on the job site unless (i) necessarily required for the performance of its Work, and (ii) Subcontractor has previously provided Contractor with MSDS sheets for those substances.

Subcontractor shall immediately notify Contractor of any spill, release or discharge of any hazardous or toxic substance by itself or any other person. As to any spill, release or discharge of any hazardous or toxic substance which is caused by Subcontractor or any of its employees, agents, Sub-subcontractors, customers, or invitees, Subcontractor shall, at its sole expense, immediately take all reasonable, necessary and legally required actions to (i) prevent the further spread of any spill, release or discharge, and (ii) take immediate action to properly clean up the spill, release or discharge (including without limitation any soil or water contaminated by such spill, release or discharge) in full compliance with all applicable laws and regulations and any directions from Contractor.

3.3.2 WATER QUALITY COMPLIANCE. Subcontractor shall comply, and shall ensure compliance by those acting by, through or under Subcontractor, with all applicable requirements regarding discharges to surface water or groundwater ("Water Quality Requirements") at Contractor's Job Sites. Water Quality Requirements include, but are not limited to, Contractor's SWPPPs; stormwater permits, including the state construction general permit or federal construction general permit, whichever is applicable, and local stormwater permits; federal, state, and local stormwater rules, regulations, and ordinances, including requirements imposed by Municipal Separate Storm Sewer System entities; Clean Water Act Section 404 wetlands permits, regulations, and mitigation agreements; and streambed alteration agreements. Before beginning any Work at a particular Job Site, Subcontractor shall review applicable Water Quality Requirements, copies of which will be available at the Job Site or will be made available upon Subcontractor's request; however Subcontractor remains independently responsible for understanding and complying with Water Quality Requirements. If required by the Water Quality Requirements or requested by Contractor, Subcontractor shall sign and/or certify the SWPPP before beginning the Work. To the extent applicable to the Work, Subcontractor shall fully comply with and implement the SWPPP, including the BMPs described by the SWPPP. Subcontractor will ensure its workforce, including superintendent, leadspersons, and tradespersons, are trained in stormwater management practices and BMPs that apply to the Work. Subcontractor agrees to provide documentation of employee stormwater management training to Contractor upon request or if required in the SWPPP and to participate in Contractor's stormwater "tailgate" meetings and to document attendance on forms provided by Contractor. Subcontractor shall immediately notify Contractor of a regulatory inspection and any corrective action, notice of correction, notice of violation or any other type of regulatory enforcement action or notice whether written or verbal regardless of the nature or severity related to Water Quality compliance for the Job Site or Project Site.

3.3.2.1 SPILL PREVENTION CONTROL AND COUNTERMEASURES. Subcontractor shall comply with all federal, state, and local spill prevention control & countermeasure ("SPCC") statutes, ordinances, rules and regulations, and any amendments thereto, including, but not limited to, the SPCC regulations contained in 40 CFR Part 112 ("SPCC Regulations"), and all amendments thereto; federal, state and local fire codes; federal and state Occupational Health and Safety Acts (O.S.H.A.); the current LEMS SPCC Policy and Guidance Module; applicable Job Site and facility specific SPCC Plans (as defined below); and, SPCC Best Management Practices (BMPs) contained in the Job Site SWPPP, while Subcontractor is mobilized on the Job site or performing Work. Contractor shall make the LEMS SPCC Policy and Guidance Module available for Subcontractors review upon request. In the event there is a conflict between SPCC requirements contained in documents that apply to Subcontractor's Work, e.g. Fire Code, SPCC Plan or SWPPP, Subcontractor shall comply with the most stringent requirements that apply to Subcontractors Work.

Oil, for the purpose of this Section is defined by the SPCC Regulations, and includes, but is not limited to, petroleum, synthetic oils, gasoline, diesel, motor oil, hydraulic oil, waste oil, or grease. Subcontractor shall not mobilize any individual oil storage container with the oil storage capacity of 55 gallons or more onto the Job Site without an express written approval from Contractor. If Contractor has a SPCC Plan in effect for the Job Site, Subcontractor shall comply with Contractor's SPCC Plan in it's entirety. Contractor may request information from Subcontractor to include in a Contractor SPCC Plan, and Subcontractor agrees to provide the requested information to Contractor by the end of the fifth (5^{th}) day following Contractor's written request which may include, but is not limited to, any and all information concerning Subcontractors anticipated or actual oil storage capacity, the nature of the oil to be stored, the locations where the oil will be stored; an estimated inventory and oil storage capacity of containers with an oil storage capacity of 55 gallons or more; secondary containment practices for all oil storage containers, spill response and clean up procedures to be implemented by Subcontractor in the event of a spill, and, documentation of training of Subcontractor's workmen with SPCC responsibility. However, Subcontractor remains independently responsible for understanding and complying with the SPCC Regulations. At all times, Subcontractor shall supply workmen trained with the knowledge, expertise and experience to operate Subcontractor's oil storage facility, regardless of size or storage capacity, in accordance with all federal, state, and local regulations; the SWPPP; and, the SPCC Plan if applicable.

Subcontractor shall immediately notify Contractor of a regulatory inspection and any corrective action, notice of correction, notice of violation or any other type of regulatory enforcement action or notice whether written or verbal regardless of the nature or severity related to SPCC compliance for the Job Site and/or Subcontractor's Work.

3.3.3 AIR QUALITY COMPLIANCE. Subcontractor shall comply, and shall ensure compliance by those acting by, through or under Subcontractor, with federal, state, and local air quality and dust control rules, regulations, and ordinances and Contractor's site-specific dust control plans and/or permits, if applicable (collectively "Dust Control Requirements"). Before beginning any Work at a particular Job Site, Subcontractor shall review the applicable Dust Control Requirements, copies of which will be available at the Job Site or will be made available upon Subcontractor's request; however, Subcontractor remains independently responsible for understanding and complying with Dust Control Requirements. To the extent applicable to its work, Subcontractor shall fully comply with

and implement the control measures described by the Dust Control Requirements ("Control Measures"), including work practices such as controlling off-site vehicle track-out and using only designated points of ingress and egress at the Job Site. Subcontractor shall immediately notify Contractor if a regulatory inspection and any corrective action, notice of correction, notice of violation or any other type of regulatory enforcement action or notice whether written or verbal regardless of the nature or severity related to SPCC compliance for the Job Site or Project Site.

3.3.4 OTHER ENVIRONMENTAL REQUIREMENTS. The requirements in Sections 3.3.1, 3.3.2, 3.3.2.1 and 3.3.3 of this Agreement are not all-inclusive, and Contractor reserves the right to specify other environmental requirements with which Subcontractor shall comply.

3.4 SAFETY. Subcontractor is an independent contractor and shall be **solely responsible** for ensuring that its Work is performed in a safe manner. Nothing herein shall be deemed to be an exercise of control by Contractor of Subcontractor's safety obligations. Subcontractor shall take all reasonable and necessary safety precautions with regard to the Work, shall coordinate its safety precautions with other Subcontractors, Sub-subcontractors, and suppliers, shall comply with all safety requirements, laws, regulations, rules or ordinances of any authority (governmental or otherwise) responsible for the safety of persons or property. Subcontractor shall notify Contractor, both verbally and in writing, of all injuries to Subcontractor's employees within eight (8) hours of the injury. Failure to adhere to Contractor's safety policies, the safety requirements of this Agreement, or the job rules shall be deemed a material default of Subcontractor's obligations. Subcontractor agrees to comply with all health and safety programs, as well as any rules promulgated by Contractor, in furtherance of Subcontractor duties under the Occupational Safety and Health Act. If in the opinion of Contractor the health and safety of any person or persons is endangered or appropriate safety measures are not being implemented, Contractor may (but is not required to) take such action as it deems necessary and appropriate, including without limitation, the following: (i) stop Subcontractor's Work or require Subcontractor to immediately remedy any unsafe condition caused by the Subcontractor at its own expense; (ii) shut the Project Site or Job Site down, in whole or in part, until any unsafe condition is remedied; (iii) remedy any unsafe condition caused by Subcontractor at Subcontractor's sole expense; (iv) terminate this Agreement and hold Subcontractor fully liable for any losses incurred by Contractor as a result of the Subcontractor-caused unsafe condition and such termination; (v) recover against Subcontractor all fines or penalties assessed by any authority (governmental or otherwise) and caused by or alleged to have been caused by Subcontractor and/or (vi) Assess safety violation penalties of up to $200 for each violation of jobsite safety rules or governmental safety laws, regulations, rules or ordinances. Contractor may backcharge or separately invoice the Subcontractor for such safety violation penalties.

4. JOB RULES: Subcontractor is solely responsible for complying with and ensuring compliance by its employees and its Sub-subcontractors with (i) Contractor's Code of Safe Practices, (ii) other Contractor policies concerning safety, reasonable restrictions on use and access to the Job Site by unauthorized personnel, and (iii) the other rules and policies concerning Subcontractor's work and as set forth in the "Job Rules" (attached hereto as Schedule "C"). Upon failure to so comply, Contractor may, in addition to the other remedies herein, stop Subcontractor's Work and/or terminate this Agreement.

5. LIENS AND BOND CLAIMS: Subcontractor shall keep the Work and the real property being improved by Subcontractor free and clear of any liens, stop notices, fund trapping notices, or bond claims of any kind whatsoever (collectively "Lien or Bond Claims"), to the extent such Lien or Bond Claims (a) relate to Subcontractor's Work, or (b) are for any monies due or allegedly due (i) Subcontractor or any Sub-subcontractor, (ii) any factoring company, lender (secured or unsecured), or (iii) any other entity claiming by, through, or under Subcontractor or any Sub-subcontractor (collectively the "Lien Claimants"). In the event a Lien or Bond Claim is filed or threatened to be filed by any Lien Claimant, Subcontractor shall, at Contractor's sole election, immediately (i) settle and resolve such claim and obtain a full waiver

and release of the Lien or Bond Claim from the Lien Claimant, or (ii) provide a statutory bond acceptable to Contractor that will bond around or discharge such Lien or Bond Claim. Should Subcontractor fail to do so, Contractor may, without additional notice to Subcontractor, (i) settle, bond or discharge the lien or bond claim in any manner Contractor deems appropriate, and charge the costs thereof (including payment of the lien, stop notice or fund trapping notice, or bond claim amount, premiums for bonds, overhead, costs, and reasonable attorneys' fees and paraprofessional fees) to Subcontractor, and/or (ii) withhold further payments to Subcontractor under this Agreement or otherwise until Subcontractor has complied with its obligations herein. Contractor's obligation to pay such costs is not limited to any monies, if any, then due or to become due Subcontractor under any contract between Contractor and Subcontractor. Subcontractor has not and shall not assign any right or claim for payment from Contractor or any right to perfect a lien against the Work or real property to any third person. Any assignment or attempted assignment shall be unenforceable against Contractor, and shall be deemed a material default of this Agreement. Subcontractor shall include substantially identical language to this Section 5 in all subcontracts of any Sub-subcontractor, and shall also require that all Sub-subcontractors shall waive and release all liens and claims to liens as a condition to their receiving payment.

5.1 At Contractor's request, Subcontractor shall provide the following to Contractor: (i) proof of payment for labor, equipment or material or equipment supplied for the Work or any other obligation for payment arising from the Work; and (ii) an affidavit stating that every Sub-subcontractor has been paid in full up to and including the date of any payment application, along with the names of any such person or entity who has not been paid in full and the amount due each. If Contractor believes that Subcontractor's financial circumstances will affect Subcontractor's performance of its obligations herein, Contractor may take any other precautionary action it deems reasonably necessary to protect its interests including, without limitation, (i) the right to request additional financial assurances from Subcontractor, (ii) the right to require Subcontractor to post, at Subcontractor's cost, a payment bond, (iii) the right to withhold all or any portion of payments due Subcontractor, or (iv) the right to make payments jointly to Subcontractor and any person claiming monies from Subcontractor or any Sub-subcontractor.

5.2 CONDITIONAL/UNCONDITIONAL LIEN WAIVERS. As a condition precedent to receiving each and any payment for Work as described in Section 12 hereof, Subcontractor and, if applicable, each of its Sub-Subcontractors and suppliers shall execute and furnish to Contractor a Conditional Lien Waiver and Release in substantially the form of "Conditional Waiver and Release Upon Final Payment" (attached hereto as Schedule "B-1") acknowledging receipt of such payment to the extent payment is actually received. Subsequent to receiving payment, Subcontractor and if applicable, each of its Sub-subcontractors and suppliers shall execute and provide to Contractor an Unconditional Lien Waiver and Release in substantially the form of "Unconditional Waiver and Release Upon Final Payment" (attached hereto as Schedule "B-2") acknowledging receipt of all payments due with respect to such Work. Subcontractor agrees that, in lieu of preparing or providing lien waivers for each property for which Work was provided and/or materials were supplied, one lien waiver referencing payment for multiple addresses shall have the same force and effect as multiple lien waivers. Subcontractor shall include this one-waiver-for-multiple-addresses agreement in each contract with its Sub-subcontractors and suppliers relating to the Work. The lien waivers required to be delivered to Contractor by Subcontractor under this Agreement may be photocopies or facsimile copies, and Subcontractor hereby acknowledges that should it provide a photocopy or facsimile of a lien waiver on behalf of itself or one of its Sub-subcontractors or suppliers, such photocopy or facsimile shall have the same legal force and effect as an original lien waiver. Subcontractor shall also comply with all procedural requirements of laws of the state that govern this Agreement with respect to the enforceability of such lien waivers. Regardless of this section, Subcontractor agrees to provide Contractor with labor, materials and supplies that are free and clear of any debt or lien against the labor, materials or supplies and, in addition to any other indemnification obligations under this Agreement, Subcontractor shall indemnify, defend, and hold Contractor harmless from and

against any claim, loss, cost or expense relating to any debts or liens against the Property relating to the Work. Subcontractor shall include such requirements in each contract with its Sub-subcontractors and suppliers relating to the Work.

6. **CONTRACTOR'S EQUIPMENT:** Should Subcontractor or any Sub-subcontractor use equipment, scaffolding or other facilities of Contractor or another subcontractor, it is understood and agreed that (i) Subcontractor and Sub-subcontractor shall fully inspect and become familiar with the proper and safe use of such equipment, scaffolding or facilities, (ii) Subcontractor and Sub-subcontractor shall properly train and supervise their employees, Sub-subcontractors and suppliers in the proper and safe use of such equipment, scaffolding and facilities, and (iii) Subcontractor's or Sub-subcontractor's use of such equipment, scaffolding or facilities shall be at their sole risk. Subcontractor and Sub-subcontractor waive all claims and liability of any type or nature against Contractor and the owners or lessors of such equipment, scaffolding or other facilities, assumes the full risk of the operation thereof, and assumes full responsibility for any and all loss, cost, expense (including all attorneys' fees and paraprofessional fees), damage, or injury arising therefrom.

7. **SECURITY:** Subcontractor shall be solely responsible for providing security for the Work, tools, equipment, materials or other property. Regardless of whether Contractor provides security at the Project Site, Contractor shall not be responsible for theft, vandalism or loss to any of Subcontractor's or Sub-subcontractor's work, tools, equipment, materials or other property.

8. **CLEAN UP:** Subcontractor shall maintain a tidy Job Site and Community and clean up and haul away all debris, rubbish, hazardous or toxic discharges and surplus materials ("Construction Debris") on a daily basis and properly dispose of such Construction Debris in an authorized trash bin or at a licensed or certified landfill. In addition, Subcontractor will leave the Job Site, subject property and, if applicable, the building premise(s) clean and in good order. These obligations are in addition to Subcontractor's obligations under any other section of this Agreement. If, after twenty-four (24) hours' notice by Contractor's representative to Subcontractor's representative, Subcontractor has not diligently proceeded with the clean-up as outlined in this Section 8, then Contractor shall have the right to proceed with the clean-up at Subcontractor's expense.

9. **INSURANCE:** Before starting the Work, Subcontractor shall procure and maintain at its own expense the insurance set forth in the "Insurance Requirements" attached hereto as Schedule "F", which requirements are incorporated by this reference as though set forth in full herein, including, without limitation and if applicable, the "OCIP Addendum", if attached hereto. To the extent that the "Insurance Requirements" are added to or amended by any Work Agreement, such requirements are incorporated by this reference as though set forth in full herein.

10. **EXPRESS WARRANTIES:** Subcontractor expressly warrants to Contractor, Contractor's customers, or any subsequent owner of a structure constructed by Contractor (collectively "Warranty Beneficiaries"), that its Work shall be performed in a good and workmanlike manner, free from defects in workmanship or materials, and in strict accordance with (i) the plans and specifications, (ii) any applicable manufacturer's specifications, recommendations or requirements, and (iii) all applicable industry standards, codes, or other rules or regulations applicable to the performance of the Work. This warranty section is in addition to warranties provided by law. Any portion of Subcontractor's Work not complying with the foregoing shall be considered defective. Subcontractor shall also require each of its Sub-subcontractors to give to Contractor the same warranty regarding the Sub-subcontractor's work. Subcontractor shall, within two (2) working days of notification by Contractor, repair or replace any defective Work unless the warranty work could not reasonably be performed within such time period, in which event the warranty work shall be performed as quickly as reasonably possible. In the event of an emergency (as determined by Contractor), the Subcontractor shall perform its warranty work within eight (8) hours. In addition, a seven (7) day-a-week and a twenty-four (24) hour on-call emergency service must be provided by Subcontractor and any Sub-subcontractor providing roofing, plumbing, electrical and/or HVAC work.

10.1. Extended Warranties. In addition to the foregoing warranties, Subcontractor shall also, (a) for a period of twelve (12) months from (i) the *date of close of escrow* between Contractor and its homebuyers for Work associated with a structure or associated site work intended to be used primarily for residential purposes, or (ii) final completion of the Work for all other types of Work, repair or replace any defective Work, and perform Contractor's obligations under any applicable warranty insurance programs (the "One Year Warranty"); (b) for a period of twenty-four (24) months from the (i) the date of close of escrow between Contractor and its homebuyers for Work associated with a structure or associated site work intended to be used primarily for residential purposes, or (ii) final completion of the Work for all other types of Work, repair or replace any defective Work associated with any heating, cooling, mechanical and electrical systems (the "Systems") installed by Subcontractor, and perform Contractor's Systems obligations under any applicable warranty insurance programs (the "Two Year Warranty"); and (c) for a period of one - hundred twenty (120) months from (i) the date of close of escrow between Contractor and its homebuyers for Work associated with a structure or associated site work intended to be used primarily for residential purposes, or (ii) final completion of the Work for all other types of Work, repair or replace any defective Work, associated with structural damage, and perform Contractor's obligations under any applicable warranty insurance programs (the "Ten Year Warranty"). The foregoing obligations exist so long as the defect(s) arose or existed during the relevant extended warranty periods, and even if such defects were not observed until after the expiration of the extended warranty period. Should Contractor perform any of Subcontractor's warranty work (extended or otherwise), Subcontractor shall reimburse Contractor for the cost of repairing or replacing such defective Work. Notwithstanding anything to the contrary herein, should any state or federal law impose a warranty, express or implied, or any other obligation to repair, replace or pay for defective work arising from Subcontractor's Work that is longer than the time period set forth in this paragraph, Subcontractor's warranty obligation period shall be deemed to extend for the duration of the applicable state or federal law.

10.2 Manufacturer's Warranties. Prior to the earlier of completion of Work or upon the termination of this Agreement, Subcontractor shall provide Contractor with any and all applicable manufacturer's warranties on equipment, materials or appliances furnished pursuant to this Agreement. Subcontractor shall fully cooperate with Contractor in making any claim on any manufacturer's warranty.

11. EXTRA WORK/CHANGES: NO EXTRA WORK OR CHANGES TO THE WORK SHALL BE PERFORMED BY SUBCONTRACTOR OR PAID FOR BY CONTRACTOR UNLESS SUCH EXTRA WORK OR CHANGE TO THE WORK HAS BEEN AUTHORIZED IN WRITING BY CONTRACTOR AND AGREED TO BY SUBCONTRACTOR PRIOR TO PERFORMANCE THEREOF. ALL EXTRA WORK OR CHANGE TO THE WORK (EACH, A "CHANGE ORDER") MAY BE REQUESTED AND SCHEDULED BY CONTRACTOR UTILIZING THE SUPPLY PRO® SCHEDULING SYSTEM. ANY CHANGE ORDER ISSUED BY CONTRACTOR UTILIZING THE SUPPLY PRO® SYSTEM SHALL BE CONSIDERED APPROVED IN WRITING BY CONTRACTOR. THE SUBCONTRACTOR'S ACKNOWLEDGEMENT OF THE CHANGE ORDER IN SUPPLY PRO® SHALL CONSTITUTE SUBCONTRACTOR'S AGREEMENT TO THE TERMS (INCLUDING, WITHOUT LIMITATION, THE SCHEDULE FOR PERFORMANCE AND COMPENSATION) SET FORTH IN SUCH CHANGE ORDER.

IN ADDITION TO ISSUING CHANGE ORDERS VIA THE SUPPLY PRO® SCHEDULING SYSTEM, THE CONTRACTOR MAY ISSUE WRITTEN CHANGE ORDERS EXECUTED BY AN OFFICER OF CONTRACTOR TO THE SUBCONTRACTOR VIA FACSIMILE, EMAIL, MAIL, OR BY HAND. SUCH CHANGE ORDERS SHALL NOT BE EFFECTIVE UNTIL EXECUTED BY THE SUBCONTRACTOR AND RETURNED TO CONTRACTOR. UPON EXECUTION OF SUCH CHANGE ORDERS BY CONTRACTOR AND SUBCONTRACTOR, CONTRACTOR SHALL ISSUE A START ORDER FOR THE WORK INCLUDED WITHIN SUCH CHANGE ORDER. FAILURE OF SUBCONTRACTOR TO EXECUTE AND RETURN TO CONTRACTOR ANY SUCH CHANGE ORDER WITHIN TWENTY-FOUR (24) HOURS AFTER RECEIPT THEREOF SHALL CONSTITUTE SUBCONTRACTOR'S DISAPPROVAL OF SUCH CHANGE ORDER, AND, IN SUCH EVENT, WITHOUT FURTHER WRITTEN NOTICE FROM

CONTRACTOR, SUBCONTRACTOR SHALL NOT COMMENCE THE WORK SET FORTH IN THE CHANGE ORDER.

12. PAYMENT: The price for the Work and additional terms for payment shall be set forth in the Work Agreement. Contractor has no obligation to pay Subcontractor for any Work performed prior to execution of a written Work Agreement which specifically covers such Work. No payment shall be due unless Subcontractor has otherwise satisfied all obligations set forth in this Agreement.

12.1 Payment shall be made in accordance with Contractor's standard practices. Payment will only be considered for Work properly performed, and inspected and accepted by Contractor through Supply Pro® as of the date of the payment request. As a condition precedent to any payment, Subcontractor shall (i) submit a notice of completion and request for payment to the Contractor using Supply Pro®, and (ii) deliver executed lien waivers and releases in accordance with Section 5.2, and (iii) submit all other documentation reasonably required by Contractor to establish Subcontractor's entitlement to funds. No payment shall be deemed to constitute acceptance by Contractor of any defective or unacceptable Work.

12.2 All payments to Subcontractor are trust funds and shall first be used for the full payment of all Sub-subcontractors and suppliers. Subcontractor shall ensure that all Sub-subcontractors and suppliers are at all times fully and timely paid all amounts due in connection with the Work. Subcontractor shall immediately notify Contractor of any claims or disputes involving any Sub-subcontractor or supplier. When Contractor learns of any claim or dispute, Contractor may (i) withhold payments otherwise due Subcontractor until the claim or dispute is resolved to Contractor's satisfaction, (ii) issue joint checks to Subcontractor and any claimant, or (iii) deposit any disputed funds into the registry of a court of law. Subcontractor shall reimburse Contractor for any costs incurred by Contractor as a result of such claims or disputes. Should any dispute arise after payment by Contractor, Subcontractor shall immediately deposit any payments made relating to such labor or material into an interest-bearing account and shall only use this money to resolve such claims or disputes.

12.3 Contractor may, but is not required to, withhold retainage from each payment as provided by applicable law, and shall release such retainage when (i) Subcontractor has fully performed its obligations herein (save and except future extended warranty obligations), (ii) Subcontractor has provided final lien releases and waivers (conditioned only upon receipt of the retainage) from itself and all Sub-subcontractors and suppliers, and (iii) the legal time period for holding such retainage has expired. In the absence of any legally required amount, the maximum retainage shall equal ten (10%) percent of each payment.

12.4 Contractor may, at its option, issue, file, and/or record with the appropriate regulating agency, a Notice of Completion. By issuing, filing, and/or recording the notice of completion, Contractor does not release the Subcontractor from any of Subcontractor's obligations under this Agreement and/or any Work Agreement issued hereunder. Without limiting the generality of the foregoing, in no event shall the issuance, filing, and/or recordation of a notice of completion be deemed to commence any warranty obligations with respect to the Work performed by Subcontractor, as such warranty obligations are set forth in this Agreement.

13. REMEDIES AND TERMINATION: In addition to and without limiting Contractor's other remedies set forth herein or as otherwise provided by law, Contractor shall have the following rights:

13.1 If Subcontractor shall file for or be adjudged bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if Subcontractor should persistently or repeatedly refuse or should fail, in the reasonable opinion of Contractor, to supply enough properly skilled workmen or proper materials or make delivery of materials as required, or if such materialmen or laborers for material supplied or Work performed disregard laws, ordinances, job rules, or instructions, or if Subcontractor fails

to make prompt and proper payment for labor, materials, equipment or services provided by, through or under Subcontractor, or if Subcontractor fails to remedy defective Work or fails to perform warranty services or repairs within the time periods set forth in this Agreement, or should Subcontractor cause damage to the work of another subcontractor and/or Sub-subcontractor, or if Contractor is fined by any governmental agency on account of or arising out of the violation by Subcontractor or any Sub-subcontractor of any law, or should Subcontractor fail in Contractor's sole judgment to prosecute its Work diligently and promptly, or if Subcontractor otherwise breaches any of its obligations in this Agreement or any of its other agreements with the Contractor division for which Subcontractor is performing the Work herein, or if Contractor has a reasonable basis to believe that Subcontractor will not be able to properly perform all of its obligations in this Agreement or under any Work Agreement, Contractor may, without prejudice to any other right or remedy in this Agreement or any law and after giving Subcontractor forty-eight (48) hours' written notice, (i) terminate this Agreement and take possession of Subcontractor's materials, tools, equipment and appliances thereon and finish the Work by whatever method it may deem expedient in its sole discretion, (ii) withhold payment otherwise due Subcontractor until the Work is completed and accepted, or until defective Work is remedied, or until warranty services are properly performed, or until such breach has been remedied, (iii) stop the Work until such breach has been cured to Contractor's satisfaction, and/or (iv) furnish or cause to be furnished additional labor or materials at Subcontractor's expense. If the costs of completing the Work, furnishing additional labor or materials, or remedying Subcontractor's breach do not exceed the unpaid balance under the applicable Work Agreement(s), and if Subcontractor is otherwise entitled to receive payment, Contractor shall pay the difference (less a reasonable sum to ensure Subcontractor's performance of any remaining warranty obligations) to Subcontractor upon completion of the Work. If such expenses of completing the Work or remedying Subcontractor's breach exceed the unpaid balance under the applicable Work Agreement(s), Contractor may offset the difference against any amounts due Subcontractor under this Agreement or other Work Agreement, contract, or other agreement. Upon demand, Subcontractor shall pay the difference to Contractor plus any and all costs, expenses and attorneys' fees and paraprofessional fees incurred by Contractor in enforcing or performing any of Subcontractor's obligations under this Agreement.

13.2 Contractor shall also have the right to terminate this Agreement or any Work Agreements or portions thereof issued to Subcontractor without cause and for Contractor's convenience. In such event, Subcontractor shall be paid only for that Work actually performed as of the date of termination, and Subcontractor waives recovery for any other costs or damages, direct or consequential including without limitation prospective profits, on Work not performed.

13.3 Should Subcontractor breach any of its obligations in this Agreement, Contractor shall be entitled to recover against Subcontractor any reasonable and necessary attorneys' fees and paraprofessional fees, costs and expenses incurred by Contractor in pursuing claims against Subcontractor.

14. <u>DEFENSE AND INDEMNITY:</u> TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AND IN CONSIDERATION OF THE SUM OF ONE HUNDRED DOLLARS ($100.00), WHICH SUM IS INCLUDED IN THE PRICE(S) ESTABLISHED UNDER THE WORK AGREEMENT(S), THE ADEQUACY AND RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, SUBCONTRACTOR HEREBY AGREES TO UNCONDITIONALLY DEFEND, INDEMNIFY AND HOLD HARMLESS CONTRACTOR, ITS PARENT, AFFILIATES, SUBSIDIARIES, PARTNERS, JOINT VENTURERS, OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS, EMPLOYEES, INSURERS, SURETIES, ANY OWNER OF REAL PROPERTY IMPROVED OR ALLEGED TO HAVE BEEN IMPROVED BY THE SUBCONTRACTOR, OR ANY OF THEM (COLLECTIVELY "INDEMNITEES") AGAINST ANY AND ALL CIVIL OR CRIMINAL LIABILITIES, COSTS, EXPENSES, CLAIMS, DEMANDS, CAUSES OF ACTION, LIEN CLAIMS, THREATS OF LIENS, STOP NOTICES, FUND TRAPPING NOTICES, BOND CLAIMS, PENALTIES, FINES, CITATIONS, LOSSES, AND DAMAGES (INCLUDING COURT COSTS, ATTORNEYS' FEES AND PARAPROFESSIONAL FEES, AND COSTS OF INVESTIGATION), OF ANY

NATURE, KIND, OR DESCRIPTION, ARISING OUT OF, IN CONNECTION WITH, CAUSED BY, ALLEGED TO HAVE BEEN CAUSED BY, OR RESULTING FROM, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, (1) THE WORK, LABOR, MATERIALS, EQUIPMENT OR SERVICES PERFORMED OR SUPPLIED OR ALLEGED TO HAVE BEEN PERFORMED OR SUPPLIED BY SUBCONTRACTOR OR ANY OF ITS SUB-SUBCONTRACTORS, (2) ANY ACT OR OMISSION OF SUBCONTRACTOR OR ANY OF ITS SUB-SUBCONTRACTORS, OR (3) ANY ACT OR OMISSION OF CONTRACTOR OR CONTRACTOR'S OTHER SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR SUPPLIERS OR ANY OF THEIR EMPLOYEES, AGENTS, INVITEES OR ANY PERSON ACTING BY, THROUGH OR UNDER CONTRACTOR OR CONTRACTOR'S OTHER SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR SUPPLIERS (COLLECTIVELY "LIABILITIES"). THE OBLIGATIONS OF SUBCONTRACTOR UNDER THIS INDEMNIFICATION SHALL APPLY TO LIABILITIES EVEN IF SUCH LIABILITIES ARISE FROM OR ARE ATTRIBUTED TO THE CONCURRENT NEGLIGENCE OF ANY INDEMNITEE. NOTWITHSTANDING THE FOREGOING, SUBCONTRACTOR SHALL NOT BE OBLIGATED UNDER THIS AGREEMENT TO INDEMNIFY THE INDEMNITEES TO THE EXTENT SUCH LIABILITIES RESULT FROM THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE. SUBCONTRACTOR SHALL, AT ITS EXPENSE, ASSUME THE DEFENSE OF THE INDEMNITEES, OR ANY OF THEM, AND SHALL CONDUCT SUCH DEFENSE WITH DUE DILIGENCE AND IN GOOD FAITH WITH COUNSEL SATISFACTORY TO CONTRACTOR. SHOULD SUBCONTRACTOR BREACH ITS DEFENSE AND INDEMNITY OBLIGATIONS, CONTRACTOR MAY, AND WITHOUT RELIEVING SUBCONTRACTOR OF ITS INDEMNITY OBLIGATIONS, ASSUME ANY DEFENSE OBLIGATION AND TRY OR SETTLE SUCH CLAIM, AND SUBCONTRACTOR (1) SHALL REIMBURSE CONTRACTOR FOR ALL COSTS AND EXPENSES INCURRED OR PAID BY ANY INDEMNITEE IN THE DEFENSE, SETTLEMENT, TRIAL, MEDIATION OR ARBITRATION, AND (2) PAY ANY JUDGMENT OR AWARD OBTAINED AGAINST THE INDEMNITEES OR ANY OF THEM. NEITHER THE INDEMNITY OBLIGATIONS UNDER THIS SECTION, NOR ANY COMMON LAW AND/OR STATUTORY CONTRIBUTION RIGHTS OR OTHER RIGHTS OF CONTRACTOR OR ANY INDEMNITEE, SHALL BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGE, COMPENSATION, OR BENEFITS PAYABLE BY OR FOR THE SUBCONTRACTOR OR CONTRACTOR UNDER INSURANCE POLICIES, WORKERS' COMPENSATION ACTS, DISABILITY BENEFIT ACTS, OR OTHER EMPLOYEE BENEFIT ACTS. THIS PROVISION IS SEPARATE AND DISTINCT FROM, AND IN ADDITION TO, ANY OTHER PROVISION OR SECTION IN THIS AGREEMENT, INCLUDING ANY PROVISION OR SECTION CONCERNING INDEMNIFICATION AND PROCUREMENT OF INSURANCE. IT IS SPECIFICALLY AGREED WITH RESPECT TO ANY LEGAL LIMITATIONS NOW OR HEREAFTER IN EFFECT AND AFFECTING THE VALIDITY OR ENFORCEABILITY OF THE INDEMNIFICATION OBLIGATION UNDER THIS SECTION, THAT SUCH LEGAL LIMITATIONS ARE MADE A PART OF THE INDEMNIFICATION OBLIGATION AND SHALL OPERATE TO AMEND THE INDEMNIFICATION OBLIGATION TO THE MINIMUM EXTENT NECESSARY TO BRING THE PROVISION INTO CONFORMITY WITH THE REQUIREMENTS OF SUCH LIMITATIONS, AND AS SO MODIFIED, THE INDEMNIFICATION OBLIGATION SHALL CONTINUE IN FULL FORCE AND EFFECT, EVEN AFTER COMPLETION OF THE WORK OR TERMINATION OF THIS AGREEMENT. EXCEPT AS EXPRESSLY PROVIDED OTHERWISE, IT IS THE SPECIFIC INTENT OF THIS INDEMNITY THAT THE SUBCONTRACTOR IS INDEMNIFYING THE INDEMNITEES FROM ACTS OF NEGLIGENCE OF INDEMNITEES.

In any and all claims against Contractor hereunder by any employee of Subcontractor or any employee of any other person or entity acting by, through or under Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Subcontractor or any Sub-subcontractor or supplier under workers' or workmen's compensation acts, disability acts or other employee benefit acts, and Subcontractor expressly waives any right it may have to assert such limitation. Subcontractor expressly waives any right of subrogation that it or its insurers may have against the Indemnitees or any of them. In addition, in no event shall Subcontractor's obligations hereunder be limited to the extent of any insurance available to or provided by Subcontractor. The indemnity obligations in this Agreement shall not be

limited by the insurance required to be provided by Subcontractor pursuant to this Agreement; nor shall the insurance requirements of this Agreement be limited by the indemnity obligations of this Agreement.

15. **ARBITRATION: IF ANY CLAIM OR CONTROVERSY THAT ARISES OUT OF OR RELATES TO, DIRECTLY OR INDIRECTLY, THIS AGREEMENT OR ANY DEALINGS BETWEEN THE PARTIES CANNOT BE SETTLED BY THE PARTIES WITHIN SIXTY (60) DAYS AFTER CONTRACTOR IS FIRST PROVIDED WRITTEN NOTICE OF THE CLAIM OR CONTROVERSY BY SUBCONTRACTOR, THE PARTIES AGREE TO FIRST TRY IN GOOD FAITH TO SETTLE THE DISPUTE BY MEDIATION PURSUANT TO THE CONSTRUCTION INDUSTRY MEDIATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION. IF THE CLAIM OR CONTROVERSY IS NOT SETTLED BY MEDIATION, THE CLAIM OR CONTROVERSY SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION PURSUANT TO THE CONSTRUCTION INDUSTRY ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION, AND JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. SHOULD A CLAIM OR CONTROVERSY ARISE BETWEEN CONTRACTOR AND A BUYER OF A RESIDENCE REGARDING MATERIALS SUPPLIED OR WORK PERFORMED BY OR THROUGH SUBCONTRACTOR, SUBCONTRACTOR AGREES TO PARTICIPATE AS A PARTY IN, AND BE BOUND BY, ANY MEDIATION AND ARBITRATION PROCEEDINGS BETWEEN CONTRACTOR AND THE BUYER. SUBCONTRACTOR SHALL INCORPORATE PROVISIONS IN ALL AGREEMENTS WITH ITS LOWER TIER SUBCONTRACTORS EXECUTED BY SUBCONTRACTOR WITH RESPECT TO THE WORK REQUIRING ANY AFFECTED LOWER TIER SUBCONTRACTOR TO PARTICIPATE IN, AND BE BOUND BY, SUCH ARBITRATION. NOTWITHSTANDING THE FOREGOING, IN THE EVENT CONTRACTOR IS NAMED IN A LAWSUIT OR OTHER ACTION BROUGHT BY ANY THIRD PARTY (INCLUDING ANY INDIVIDUAL CLAIMING TO BE AN EMPLOYEE OF SUBCONTRACTOR) AND CONTRACTOR IS UNABLE TO COMPEL BINDING ARBITRATION OF SUCH LAWSUIT OR ACTION, THEN CONTRACTOR SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO BRING A THIRD PARTY ACTION AGAINST SUBCONTRACTOR IN WHATEVER FORUM THE UNDERLYING LAWSUIT OR ACTION IS PENDING.**

16. **INDEPENDENT CONTRACTOR/AUTHORITY:** Subcontractor is acting as an independent contractor and not a partner or joint venture of Contractor. Contractor is solely responsible for the employment, acts, errors, omissions, control and direction of its employees, agents, and Sub-subcontractors. Nothing contained in this Agreement shall authorize or empower Subcontractor to assume or create any responsibility whatsoever, express or implied, on behalf of or in the name of Contractor, or to bind Contractor in any manner, or make representation, warranty, or commitment on behalf of Contractor, or purchase materials or otherwise incur debts in Contractor's name.

17. **CONTRACTOR REGULATION:** To the extent required by law, Subcontractor warrants that it is licensed to perform the Work under the applicable Work Agreement(s). Subcontractor shall maintain all required permits and licenses in good standing at all times.

18. **CUSTOMER APPRECIATION GIFTS OR EVENTS:** Contractor periodically gives its Subcontractors and Subcontractors' employees customary and nominal tokens of its appreciation, such as logo and non-logo apparel, rounds of golf, spa days, meals, materials and other "customer appreciation" gifts or outings. Subcontractor acknowledges and agrees that this is customary in the industry and does not constitute an attempt to improperly influence Subcontractor or Subcontractor's employees and does not and will not give rise to any claims for civil or criminal misconduct. Contractor fully understands that as a consequence of accepting any tokens of appreciation from Contractor, Subcontractor or Subcontractor's employees will be under no obligation to Contractor other than those contained in this Agreement. In order to ensure that Subcontractor is aware of this practice, Subcontractor expressly agrees that Contractor may, *at Contractor's sole discretion, without any obligation on the part of Contractor and without further notice to Subcontractor*, provide similar tokens of appreciation to Subcontractor or Subcontractor's employees without the need to obtain additional written or verbal consent from Subcontractor.

19. NO GIFTS: Neither Subcontractor nor any partner, director, employee, or agent of Subcontractor shall, without specific written authorization of Contractor, give to or receive from any person or entity, including without limitation, any officer or employee of any governmental or quasi-governmental agency, department, or instrumentality, any commission, fee, rebate, gift or loan of significant cost or value in connection with or as a result of Subcontractor's Work provided hereunder (excluding Gifts from Contractor pursuant to Section 18), to influence any decision, or to gain any other advantage for Contractor or Subcontractor. Subcontractor shall not (a) enter into any business arrangement with any partner or employee of Contractor, or any affiliate of same other than one acting in a capacity as a representative of Contractor or such affiliate in accordance with this Agreement and with the prior written approval of Contractor or (b) engage in any employment or enter into any contract or agreement that conflicts with Subcontractor's obligations under this Agreement. In the event of a violation of this Section, Subcontractor shall pay to Contractor any and all amounts received by Subcontractor or any other individual or entity described above, however, such payment shall not limit, or operate as a waiver of, any other legal or equitable rights which Contractor may have against Subcontractor at law, in equity, or under this Agreement. Due to the nature of this transaction and the potential exposure to various forms of fines, penalties, sanctions and other damages to Contractor's business and reputation, all of which are, at the date of executing this Agreement, impractical and extremely difficult to ascertain in advance, Contractor and Subcontractor agree that if Contractor terminates this Agreement due to the breach of this Section, then, as the monetary remedy for such breach and at Contractor's election and, as liquidated damages and not as a penalty, Subcontractor agrees that Subcontractor shall not be paid any amounts billed but unpaid for Subcontractor's compensation for Work completed prior to the termination date, as provided in Section 13. This provision shall not be construed as a waiver of Contractor's right to obtain temporary or permanent injunctive relief for any breach or threatened breach by Subcontractor of this Section. In addition to the remedies available under this Section, and at Contractor's election, Contractor shall also be entitled to injunctive remedies for breach of this Section, including without limitation, rescission.

20. STANDARDS OF BUSINESS ETHICS: Subcontractor represents that it has not and will not receive or give gifts or gratuities, nor participate in any other conduct in connection with this Agreement or any Work Agreement that violates the Standards of Business Ethics and Conduct of Contractor ("Contractor's Business Ethics") (*see* www.Lennar.com). Should any employee of Contractor or any of its Trade Partners engage in any conduct which Subcontractor believes is in violation of Contractor's Business Ethics, Subcontractor shall immediately notify Contractor's representatives in writing at the address provided herein. Violation of Contractor's Business Ethics by Subcontractor shall be deemed a material breach of this Agreement by Subcontractor.

21. MISCELLANEOUS:

21.1. Contractor and Subcontractor acknowledge that they have read, understand, and have had the opportunity to be advised by legal counsel of their own choosing as to each and every one of the terms, conditions, and restrictions and the effect of all the provisions of this Agreement. Contractor and Subcontractor agree that the provisions shall not be construed more strictly against the party who prepared the document.

21.2 Neither this Agreement nor any Work to be performed under any Work Agreement nor the right to payment under this Agreement shall be assigned by Subcontractor without the written consent of Contractor, which consent may be withheld at Contractor's sole discretion.

21.3 This Agreement may be assigned by Contractor to any mortgagee or subsequent owner of the Project who assumes Contractor's obligations under this Agreement. Subcontractor shall perform the Work and fulfill its obligations hereunder for the benefit of such assignee, so long as the assignee is making proper payment to Subcontractor. In the event of such assignment, Contractor shall be relieved of all liability accruing after such assignment. This Agreement shall be binding on the successors, heirs and permitted assigns of the parties.

21.4 This Agreement, the attached Schedules and the Work Agreement(s) issued by Contractor to Subcontractor embody the entire agreement between Contractor and Subcontractor and supersede any prior understandings or oral or written agreements between the parties. This Agreement, including this provision, cannot be amended except by written instrument executed by Contractor and Subcontractor. Invalidation of any term or condition of this Agreement by judgment, arbitration award or court order or otherwise shall not affect the validity or enforceability of the remaining terms and conditions.

21.5 All notices given under this Agreement shall be in writing personally delivered or mailed certified or registered return receipt requested postage prepaid. Notices to Contractor and Subcontractor will be sent to the addresses noted in this Agreement. Either party may change the address at which it will receive notice by giving written notice in accordance with this provision.

21.6 If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect provided that the economic and legal substance of the transactions contemplated is not affected in any manner materially adverse to any party. In the event of any such determination, the parties agree to negotiate in good faith to modify this Agreement to fulfill as closely as possible the original intent and purposes hereof. To the extent permitted by law, the parties hereby to the same extent waive any provisions of law that renders any provision hereof prohibited or unenforceable in any respect.

21.7 In no event shall either party be entitled to any interest on any sum due hereunder in excess of that permitted by applicable law. Notwithstanding anything to the contrary herein, any reference herein to interest accruing on any sum due hereunder shall be deemed to be the lower of: the interest rate stated herein or the maximum rate allowed by law.

21.8 TIME IS OF THE ESSENCE OF THIS AGREEMENT. Any covenants, terms and conditions of a continuing nature shall survive final payment, completion, and acceptance of the Work under this Agreement and any applicable Work Agreement and any termination or conclusion of this Agreement and Subcontractor has taken into consideration and made allowances for all the hindrances and delays incident to its Work.

21.9 This Agreement shall be deemed entered into in the state where the Project Site or Job Site is located and shall be interpreted and applied in accordance with the laws of the state where the Project Site or Job Site is located.

21.10 Subcontractor agrees to perform all of its obligations in strict accordance with the terms of this Agreement and in strict accordance with any contract and/or agreement between Contractor and any owner of the property being improved, and in complete satisfaction of such contract and/or agreement between Contractor and such owner. Such contract and/or agreement, to the extent applicable to Subcontractor's Work, shall be deemed to be a part of this Agreement.

21.11 The venue for any disputes between Contractor and Subcontractor shall be as follows: (i) Third Party Actions – If Contractor is involved in litigation or arbitration with a third party and Contractor or any other party joins Subcontractor as a party to the litigation or arbitration, Subcontractor consents to be joined in that same venue; and (ii) Other Actions or Disputes – In all other situations, venue shall be in the state court located in the state and county where the Project is located.

21.12 Upon reasonable notice, at reasonable times, and at Contractor's cost, Contractor or a third-party retained by Contractor shall have the right to access and audit Subcontractor's books, records and documentation for the purpose of auditing Subcontractor's performance of its

obligations under this Agreement or Work Agreement. Subcontractor shall cooperate by identifying and gathering documentation relating to Subcontractor's performance of its obligations.

21.13 Subcontractor shall, upon Contractor's request and at Subcontractor's cost, provide training to Contractor and its Trade Partners as to any product or service provided by Subcontractor. Subcontractor and Contractor shall reasonably cooperate in choosing the time, place and frequency of such training.

21.14 To the extent of any conflict or inconsistency between the terms and conditions of the documents set forth below, whether existing or entered into at a later date, the documents shall prevail and take precedence in the order listed below:

a. This Agreement;
b. Any Work Agreement;
c. Any other agreements between Subcontractor and Contractor.

21.15 By signing below, the undersigned certifies that he or she is authorized to execute this Agreement and is taking this action with full authority from the principal.

21.16 This Agreement may be executed in any number of counterparts, a complete set of which shall be deemed to be an original and all of which together shall comprise but a single instrument. Signatures may be given via facsimile transmission and shall be deemed given as of the date of the transmission of this Agreement by facsimile to the other party.

21.17 Subcontractor acknowledges and understands that all information relating in any way to Contractor or its business or affairs, whether written or oral, obtained by Subcontractor in connection with the Work provided as part of this Agreement or otherwise and any information regarding the nature and extent of this Agreement ("Confidential Information"), shall, unless otherwise specified by Contractor in writing be deemed confidential. Subcontractor acknowledges and understands that Subcontractor's unauthorized disclosure of any Confidential Information would be extremely prejudicial to Contractor.

IN WITNESS WHEREOF, the parties hereto have executed this Work Agreement as of the day and year first above written.

Lennar Carolinas, LLC

"Contractor"

By:

Name: Sam Sparks

Title: Vice President

By:

Name:

Title:

LA New

"Subcontractor"

By:

Print Name: Christopher Lanoue

Title: Owner

By:

Print Name:

Title:

Fed I.D. No 46-0643705

License No.

LENNAR

SCHEDULE "A"

Lennar Carolinas LLC

WORK AGREEMENT _____1_____

TO MASTER TRADE PARTNER AGREEMENT

CONTRACTOR'S STATE LICENSE G111911

DIVISION OFFICE: Coastal Carolinas – Regional Operations Center
PROJECT: All Coastal Carolinas Communities

This Work Agreement to Master Trade Partner Agreement (the "Work Agreement") is entered into this 8th day of October, 2012, by and between Lennar Carolinas LLC ("Contractor") and ** *** *** LA New*** *** *** a Corporation, ("Subcontractor") whose address is 1881 Paddy Place, Charleston, SC 29407 telephone number (843_) 303-4489 .

RECITALS

A. Contractor and Subcontractor entered into that certain Master Trade Partner Agreement on or about October 8th, 2012, Contract No. 1 (the "Agreement"). As used herein, and except as hereby expressly provided, all capitalized words and phrases shall have the same meanings as defined in the Agreement.

B. Contractor desires to have Subcontractor perform work within the Project referenced above (the "Project") as set forth in Subcontractor's bid package for the Project, which was submitted to Contractor via Buzzsaw and is hereby approved by Contractor and incorporated herein by reference (the "Work").

C. Contractor and Subcontractor desire to amend the Agreement as more particularly set forth herein.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the foregoing recitals, and the covenants and conditions contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, Contractor and Subcontractor hereby agree to amend the Agreement as follows:

1. Pricing as approved for construction, is set forth in the "Pricing Schedule," attached hereto as Exhibit "A."

2. Work approved for construction is set forth in Subcontractor's bid package for the Project described above as submitted to Buzzsaw by Subcontractor.

3. Prior to commencing the Work, Subcontractor shall comply with all insurance requirements set forth in Schedule "F" to the Master Trade Partner Agreement which requirements are incorporated herein by this reference as though set forth herein, including, without limitation and if applicable, the "OCIP Addendum" if attached thereto. If the "Insurance Requirements" are added to or amended by this Work Agreement, they are set forth in the "Insurance Requirements" attached hereto as Exhibit "B".

4. The Price Schedule attached hereto shall be effective on the date set forth thereon. Any changes following such price guaranty period, and any changes to the Work, or the Price Schedule, shall become effective only upon execution by all parties hereto of an amendment to the Work Agreement (the "Amendment"), in substantially the form attached hereto as Exhibit "C."

5. Contractor will, from time to time, issue written Start Orders identifying specific homesites on which the Work is to be performed. Contractor shall have no obligation to issue any Start Orders during the term of this Work Agreement. **THIS WORK AGREEMENT IS NOT AN AUTHORIZATION TO PROCEED WITH WORK, AND SHALL NOT BECOME EFFECTIVE WITH RESPECT TO THE WORK OF SUBCONTRACTOR UNLESS AND UNTIL CONTRACTOR ISSUES START ORDER(S) TO SUBCONTRACTOR AUTHORIZING THE SPECIFIC WORK OF SUBCONTRACTOR TO BE PERFORMED, AND THIS WORK AGREEMENT SHALL BE BINDING ONLY AS TO THE WORK AUTHORIZED BY CONTRACTOR. SUBCONTRACTOR SHALL PERFORM NO WORK WITHOUT RECEIVING CONTRACTOR'S WRITTEN START ORDER FOR SUCH WORK. SUBCONTRACTOR AGREES TO COMMENCE SUCH WORK AS MAY BE AUTHORIZED BY CONTRACTOR BY MEANS OF EACH START ORDER OR AS DIRECTED BY CONTRACTOR'S CONSTRUCTION MANAGER OR FIELD SUPERINTENDENT, AND SUCH START ORDER SHALL BE EFFECTIVE IMMEDIATELY UPON ITS ISSUANCE BY CONTRACTOR WITHOUT NEED FOR FURTHER ACCEPTANCE THEREOF BY SUBCONTRACTOR.** If the Work authorized by a Start Order is not commenced on the date specified in the Start Order, Contractor may, in its sole discretion, declare such Start Order null and void. Contractor may, but shall not be obligated to, furnish Subcontractor with a progress schedule for all or any portion of the Work which, if furnished, may be amended from time to time by Contractor and shall be considered a part of this Work Agreement. Subcontractor acknowledges that neither this Work Agreement nor the issuance by Contractor of a progress schedule constitute any representation by Contractor that a minimum or specified number of Start Orders will be issued. As to that portion of the Work covered thereby, such schedule shall control over any other provision of this Work Agreement regarding time for performance.

Except to the extent the Agreement is supplemented by this Work Agreement or such other Work Agreements that may have been entered into by the parties hereto, the terms and conditions of the Agreement shall remain unmodified and in full force and effect. In the event of conflict between the terms and conditions of the Agreement and the terms and conditions of this Work Agreement, the terms and conditions of the Agreement shall prevail and control. The Agreement, together with this Work Agreement, embodies the entire understanding between Contractor and Subcontractor with respect to the Project and can be changed only by an instrument in writing signed by Contractor and Subcontractor.

IN WITNESS WHEREOF, the parties hereto have executed this Work Agreement as of the day and year first above written.

Lennar Carolinas LLC
"Contractor"
By:
Name: Sam Sparks
Title: Vice President
By:
Name:
Title:

LA New
"Subcontractor"
By:
Print Name: Christopher Lanoue
Title: Owner
By:
Print Name:
Title:

Fed I.D. No 46-0643705
License No.

Exhibit A – Price Schedule
Exhibit B – Insurance Requirements
Exhibit C – (Sample) Amendment to Work Agreement
Schedule A – Price Schedule (Amended)

EXHIBIT "C"
AMENDMENT

LENNAR

Lennar Carolinas LLC

AMENDMENT NUMBER _____1___

TO WORK AGREEMENT _____1____

CONTRACTOR'S STATE LICENSE: G111911

DIVISION OFFICE: **Coastal Carolinas**
PROJECT: **All Coastal Carolinas Communities**

This Amendment Number [# _1_] to Work Agreement is entered into this _8th_ day of _October, 2012_, by and between ___Lennar Carolinas LLC_ ("Contractor") and ** *** **LA New*** *** *** *** a Corporation, whose address is **1881 Paddy Place, Charleston, SC 29407,** telephone number **(843) 303-4489**_ (herein called "Subcontractor").

RECITALS

Contractor and Subcontractor entered into that certain Work Agreement on or about ***October 8th, 2012*** for the Project (as referenced above), pursuant to which Subcontractor was to perform certain Work in connection with the Project. As used herein, and except as hereby expressly provided, all capitalized words and phrases shall have the same meanings as defined in the Work Agreement, or the Agreement (as defined in the Work Agreement).

Contractor and Subcontractor desire to amend the Work Agreement as more particularly set forth herein.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the foregoing recitals, and the covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor and Subcontractor hereby agree to amend the Work Agreement in the following respects:

1. The Price Schedule is amended as set forth in Schedule "A" attached hereto.

WITH RESPECT TO ALL WORK, THIS AMENDMENT IS NOT AN AUTHORIZATION TO PROCEED WITH WORK, AND SHALL NOT BECOME EFFECTIVE UNLESS AND UNTIL CONTRACTOR ISSUES START ORDER(S) TO SUBCONTRACTOR AUTHORIZING THE SPECIFIC WORK OF SUBCONTRACTOR TO BE PERFORMED AND THE CONTRACT SHALL BE BINDING ONLY AS TO THE WORK AUTHORIZED BY CONTRACTOR.

2. (Additional space provided for explanation of Amendment.) _____

The Agreement remains in full force and effect, and the Work Agreement remains in full force and effect as amended hereby. Hereinafter, all references to the Work Agreement shall be deemed to refer to the Work Agreement as amended to date, and as further amended by this Amendment.

EXHIBIT "C"
AMENDMENT

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Lennar Carolinas LLC
"Contractor"
By: _____
Name: Sam Sparks
Title: Vice President
By: _____
Name: _____
Title: _____

LA New
"Subcontractor"
By: Christopher Lanoue
Print Name: Owner
Title: _____
By: _____
Print Name: _____
Title: _____

Fed I.D. No 46-0643705
License No.

SCHEDULE "B-1"
CONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

Reference Check No.: _____
Reference Payee No.: _____

Property Name: _____
Property Location: _____
Undersigned's Customer: _____
Invoice/Payment Application Number: _____
Payment Amount: _____
Payment Period: _____
Amount of Disputed Claims: _____

Upon receipt by the undersigned of a check in the above-referenced Payment Amount payable to the undersigned, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release and the undersigned shall be deemed to waive any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above-described Property to the following extent:

This release covers the final payment to the undersigned for all work, materials or equipment furnished by the undersigned to the Property or to the Undersigned's Customer and does not cover payment for Disputed Claims, if any. Before any recipient of this document relies on it, he should verify evidence of payment to the undersigned. The undersigned warrants that he either has already paid or will use the money he receives from the final payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials or equipment that are the subject of this waiver and release.

DATED: 10/8/12

LA New
(Company Name)

By: Christopher Lanoue

Its: _____

Please review, sign and return IMMEDIATELY via fax at (___) _____ for payment.

LENNAR

ATTACHMENT A
Check Number: 7-2512

Payee: Accurate Title, Inc.

ACCOUNT	HOME SITE #	COMMUNITY	SUBDIVISION	ACTIVITY	CONTRACT NUMBER	AMOUNT
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
TOTAL LABOR AND MATERIAL (INCLUDED ESTIMATED TO COMPLETE)						[illegible]

Accurate Title, Inc. Representative Initials (If signature on TO TAB Page) _____

1

29

LENNAR

ALL STATES- HB UNIV MTPA Agmt (v.11-28-11)-Final (4)

SCHEDULE "B-2"
UNCONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

Reference: Work Agreement No. _____

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.

Property Name: _____
Property Location: _____
Undersigned's Customer: _____
Invoice/Payment Application Number: _____
Payment Amount: _____
Amount of Disputed Claims: _____

The undersigned has been paid in full for all work, materials and equipment furnished to his Customer for the above-described Property and does hereby waive and release any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above-described Property, except for the payment of Disputed Claims, if any, noted above. The undersigned warrants that he either has already paid or will use the money he receives from this final payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

DATED: 10/8/12

LA New
(Company Name)

By: Christopher Lanoue

Its: _____

SCHEDULE "C"
JOB RULES

1. Notwithstanding any contrary language in any agreement between Subcontractor and any third person, including any labor organization, neither Subcontractor nor any Sub-subcontractor shall allow any person access to the Job Site unless they are directly and actively engaged in the performance of the Work. No unauthorized persons (e.g., members of the general public, off-duty employees, family members, solicitors, visitors, vendors, sales persons, officials of labor organizations, prospective homeowners, etc.) shall be allowed on the Project Site or Job Site without Contractor's written consent. Access by any unauthorized person shall be considered unlawful trespass and a material breach of this Agreement.

2. Hard-hats, eye and hearing protection, proper scaffolding, equipment safety devices, and all other appropriate clothing and safety devices are required at all times and in all locations at the Project Site or Job Site for Subcontractor and any Sub-subcontractor. If Subcontractor observes any other Subcontractor violating this requirement, Subcontractor shall immediately report such violation to Contractor.

3. **CONSUMPTION OF ALCOHOL OR ILLEGAL SUBSTANCES EITHER BEFORE OR DURING PERFORMANCE OF THE WORK IS CAUSE FOR IMMEDIATE SUSPENSION OF WORK AND TERMINATION OF THIS AGREEMENT.** Subcontractor shall not allow any person acting by, through or under Subcontractor to be on the construction site or perform any part of the Work (a) while under the influence of alcohol or any drugs or controlled substances, or (b) if there is (i) any suspicion of alcohol or drug use, possession, or impairment involving such employees, agents, or Sub-subcontractors, or (ii) an incident where drug or alcohol use could have been a contributing factor. Contractor may require Subcontractor to remove any person that Contractor reasonably suspects is in any way impaired and, in such case, such person may only be considered for return to work after Subcontractor certifies as a result of a for-cause test, conducted immediately following removal, that person was in compliance with this Agreement. Subcontractor shall not allow on the Job Site any person that either refuses to take, or tests positive in, any alcohol or drug test. Contractor may, without prior notice, search or require Subcontractor to search the person, possessions, and vehicles of any person acting by, through or under Subcontractor that are on the Job Site or any premises owned, controlled, or managed by Contractor. Any person who refuses to cooperate with such search will be immediately removed from the premises and not allowed to return. Subcontractor will comply with all applicable federal, state, and local drug and alcohol related laws and regulations (e.g., Department of Transportation regulations, Department of Defense Drug-Free Workforce Policy, Drug-Free Workplace Act of 1988). Contractor may perform unannounced audits of Subcontractor's alcohol and drug program to verify that Subcontractor's policy and its enforcement are acceptable to Contractor. In addition, possession of alcohol, drugs, illicit or unprescribed controlled substances, firearms, explosives, weapons, and hazardous substances or articles is not permitted on the Job Site or other premises owned, controlled, or managed by Contractor. Contractor does not warrant or represent that Subcontractor's policy meets the requirements of any applicable law, code, rule or regulation, nor does Contractor warrant that the proper enforcement of Subcontractor's policy will ensure that no accidents or injuries will occur. In addition, any action taken or not taken by Contractor under this Paragraph shall not diminish or affect (i) any of Subcontractor's obligations under applicable law or this Agreement, or (ii) Subcontractor's status as an independent Subcontractor.

4. Subcontractor and its employees, agents, Sub-subcontractors and suppliers shall not speed or otherwise operate their automobiles in a dangerous or offensive manner within the Job Site, and shall otherwise comply with all traffic laws, ordinances, rules or regulations. The speed limit within the Job Site is 5 MPH.

5. No vehicles may be parked on finished lots, finished driveways, or in garages. No vehicles may be left on the Job Site overnight.

6. Contractor will provide portable toilet facilities for the use of Subcontractor's employees. Use of bathroom facilities in model or production homes is prohibited.

7. No eating, drinking or smoking is permitted at any Job Site at any time. Shoes must be removed prior to entering any carpeted home.

8. Subcontractor's personnel shall not set tools, machinery, materials, or trash on any countertops, bathtubs, vinyl or ceramic areas.

9. Subcontractor shall not perform any additional work for any of Contractor's homebuyers or prospective homebuyers without prior written approval from an officer of Contractor at the office address listed in this Agreement. Non-approved work will be removed or replaced at Subcontractor's expense. Continued violation of this rule may result in the termination of this Agreement.

Neither Subcontractor nor any Sub-subcontractor shall, without specific prior written authorization of Contractor's Regional President, give or receive any commission, fee, rebate, gift, loan or anything else of value to (a) any person or entity, including without limitation any agent or employee of a governmental authority, in connection with or as a result of Subcontractor's Work provided hereunder, to influence any decision or gain any other advantage for Contractor or Subcontractor, or (b) any agent or employee of Contractor. Neither Subcontractor nor any Sub-subcontractor shall, without prior written authorization of Contractor's Regional President, enter into any business arrangement with any agent or employee of Contractor, or any affiliate of any agent or employee of Contractor. No agent or employee of Contractor is authorized to engage in any employment or enter into any contract or agreement that conflicts with Subcontractor's obligations under this Agreement. Subcontractor shall immediately notify the Contractor Legal Department in Miami, Florida, if any agent or employee of Contractor requests or suggests that Subcontractor provide anything of value in violation of this Paragraph, or should Subcontractor believe or have reason to believe that an agent or employee of Contractor expects to receive, directly or indirectly, anything of value.

SCHEDULE "D"
COST PLUS A FEE WITH GUARANTEED MAXIMUM PRICE

The following terms and conditions shall apply only if Contractor and Subcontractor have agreed that Subcontractor's Work will be done as a Cost Plus a Fee with a Guaranteed Maximum Price. In such event, Contractor and Subcontractor agree as follows:

1. The sum of the Cost of the Work (see Section 2 below) plus the Subcontractor's Fee (see Schedule A) is guaranteed by Subcontractor to not exceed the Guaranteed Maximum Price ("GMP") set forth in Schedule A, subject to additions or deletions by Change Order executed between Contractor and Subcontractor. Subcontractor remains obligated to complete its Work, even if the costs in doing so would be greater than the GMP.

2. The term "Cost of the Work" shall mean costs necessarily incurred by Subcontractor in the proper performance of the Work, and shall not be higher than the standard paid at the place of the Project. The Cost of the Work shall only include the items set forth in this paragraph 2.

   a. Labor Costs:
      i. Wages of Subcontractor's workers directly employed at the Project site.
      ii. Wages or salaries of Subcontractor's supervisory personnel (a) working at the Project site and with Contractor's approval; and (b) when engaged elsewhere in expediting the production of transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.
      iii. Costs paid or incurred by the Subcontractor for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Section 2.a.i and 2.a.ii above.

   b. Subcontract Cost: Payments made by Subcontractor to its Sub-subcontractors in accordance with the requirements of the subcontracts.

   c. Costs of Materials/Equipment Incorporated Into The Work: Costs, including transportation and storage, of (a) materials or equipment incorporated or to be incorporated into the completion construction, and (b) reasonable waste and spoilage of such materials or equipment. All salvage value shall inure to Contractor's benefit and shall be a deduction from the Cost of the Work.

   d. Costs of Other Materials/Equipment/Temporary Facilities/Related Items:
      i. Costs, including transportation and storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers. All salvage value shall inure to Contractor's benefit and shall be a deduction from the Cost of the Work.
      ii. Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers. Rental rates shall be reasonable and subject to Contractor's prior approval.
      iii. Costs of debris removal from site.
      iv. Costs of copying, facsimiles, long-distance telephone calls, postage, and telephone service at the Project site.
      v. Reasonable expenses of Subcontractor's personnel when traveling in discharge of Subcontractor's duties under this Agreement.
      vi. Costs of materials or equipment stored offsite and subject to Contractor's prior approval.

   e. Miscellaneous:
      i. The portion of insurance and bonds directly attributable to the Work.
      ii. Sales, use or similar taxes imposed by a governmental authority and directly attributable to

the Work.

iii. Fees and assessments for all required building permits, licenses (excluding any Subcontractor's License) and inspections.
iv. Laboratory tests (excluding any tests of defective or nonconforming Work).
v. Royalties and license fees paid for using a design, process or patent that was required by Contractor; the cost of defending suits or claims for patent infringement for such designs, processes or patents; and costs of any settlement or judgment arising from such suit or claim.
vi. Data processing costs directly related to the Work.
vii. Other costs incurred in the performance of the Work if approved in writing by Contractor prior to the cost being incurred.
viii. Costs due to emergencies incurred by Subcontractor in preventing damage, injury or loss to the Project or persons working at the Project site.

3. The term "Cost of the Work" shall not include the following costs and shall not be reimbursed by Contractor:
   a. Unless otherwise provided in Section 2.a.ii, salaries or other compensation of any personnel stationed at offices other than the Project site.
   b. Costs associated with Subcontractor's principal office or other offices other than the Project site.
   c. Overhead and general expenses, except as specifically included in Section 2.
   d. Rental costs of machinery or equipment, except as specifically included in Section 2.
   e. Any costs incurred because of the negligence or failure of either Subcontractor or anyone acting by, through or under Subcontractor to perform any obligation in this Agreement or as otherwise required by law.
   f. Any costs of any type or nature which would cause the GMP to be exceeded.

4. Applications for Payment:
   a. In addition to other requirements and conditions of payment set forth in this Agreement, Subcontractor submit with each application for payment documentation which establishes the Cost of the Work incurred by Subcontractor for the payment period, including without limitation, payroll records, invoices, receipts, checks, vouchers, payment applications from Subcontractor's Sub-subcontractors or suppliers, purchase orders, and other records or documentation.
   b. Each application for payment shall be based on the most recent schedule of values (or such other measurement as is mutually agreed to by Contractor and Subcontractor) submitted by Subcontractor pursuant to this Agreement. The schedule of values shall allocate the entire GMP among the various portions of the Work, with Subcontractor's Fee shown as a separate line item. The schedule of values may be rejected by Contractor if Subcontractor fails to provide data to substantiate its accuracy. The schedule of values shall be utilized as the basis for payments to Subcontractor.
   c. Each application for payment shall show the percentage completion of each portion of the Work. Should Contractor reject Subcontractor's proposed percentage completion, Subcontractor shall revise its application for payment and resubmit in accordance with Contractor's requirements.
   d. Subject to the other provisions of this Agreement, the amount of each progress payment shall be calculated as follows:
      i. Take that portion of the GMP properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the GMP allocated to that portion of the Work in the approved schedule of values;
      ii. Add that portion of the GMP properly allocable to materials and equipment delivered and properly stored at the Project site for ultimate incorporation into the Work;
      iii. If approved in writing by Contractor, add that portion of the GMP allocable to materials and equipment properly stored off the Project site;
      iv. Add the Subcontractor's Fee earned to date (based on a percentage of the Cost of the Work incurred to date bears to the GMAX);
      v. Subtract the retainage amount, if any;
      vi. Subtract the total of all previous payments made to Subcontractor; and
      vii. Subtract amounts for (i) erroneous or unsubstantiated costs identified from early applications for payment, or (ii) other previous payments or portions of payments that should not have been made under the terms of this Agreement.

5. Accounting Records: Subcontractor shall keep complete and detailed records and documentation to account for all Costs of the Work. Subcontractor's accounting and control systems shall be to Contractor's satisfaction. Contractor and Contractor's accountants may, at any time, inspect or audit the Subcontractor's records and documentation, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to Subcontractor's Work. Subcontractor shall keep all of the foregoing and make same available for inspection at no cost to Contractor for a period of three (3) years after final payment or such other longer period as is required by law.

LENNAR

LENNAR CAROLINAS LLC

CHANGE ORDER

AMENDMENT NUMBER 2

TO MASTER TRADE PARTNER AGREEMENT 1

CONTRACTOR'S STATE LICENSE **G1119111**

DIVISION OFFICE: **Coastal Carolinas**
PROJECT: **All Coastal Carolinas Communities**

This Amendment Number [# _2_] to Master Trade Partner Agreement is entered into this **8th** day of **October 2012,** by and between **A Lennar Family of Builders Company** ("Contractor") and ** *** *** **LA New** *** *** *** a Corporation whose address is **1881 Paddy Place, Charleston, SC,** 29407, telephone number **(843) 303-4489** (herein called "Subcontractor").

RECITALS

A. Contractor and Subcontractor entered into that certain Master Trade Partner Agreement on or about **10-08-2012**, Master Trade Partner Agreement No. [# _1] ("MTPA"), pursuant to which Subcontractor was to do certain Work in connection with the Project or Job Site. As used herein, and except as hereby expressly provided, all capitalized words and phrases shall have the same meanings as defined in the MTPA and the Agreement as defined therein.

B. Contractor and Subcontractor desire to amend the MTPA as more particularly set forth herein.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the foregoing recitals, and the covenants and conditions contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, Contractor and Subcontractor hereby agree to amend the MTPA in the following respects:

1. Section 3.3.2 is supplemented to add the following thereafter:

   3.3.2.1 SPILL PREVENTION CONTROL AND COUNTERMEASURES. Subcontractor shall comply with all federal, state, and local spill prevention control & countermeasure ("SPCC") statutes, ordinances, rules and regulations, and any amendments thereto, including, but not limited to, the SPCC regulations contained in 40 CFR Part 112 ("SPCC Regulations"), and all amendments thereto; federal, state and local fire codes; federal and state Occupational Health and Safety Acts (O.S.H.A.); if applicable, the current LEMS SPCC Policy and Guidance Module; applicable Job Site and facility specific SPCC Plans (as

defined below); and, SPCC Best Management Practices (BMPs) contained in the Job Site SWPPP, while Subcontractor is mobilized on the Job site or performing Work. Contractor shall make the LEMS SPCC Policy and Guidance Module available for Subcontractors review upon request. In the event there is a conflict between SPCC requirements contained in documents that apply to Subcontractor's Work, e.g. Fire Code, SPCC Plan or SWPPP, Subcontractor shall comply with the most stringent requirements that apply to Subcontractors Work.

Oil, for the purpose of this Section is defined by the SPCC Regulations, and includes, but is not limited to, petroleum, synthetic oils, gasoline, diesel, motor oil, hydraulic oil, waste oil, or grease. Subcontractor shall not mobilize any individual oil storage container with the oil storage capacity of 55 gallons or more onto the Job Site without an express written approval from Contractor. If Contractor has a SPCC Plan in effect for the Job Site, Subcontractor shall comply with Contractor's SPCC Plan in it's entirety. Contractor may request information from Subcontractor to include in a Contractor SPCC Plan, and Subcontractor agrees to provide the requested information to Contractor by the end of the fifth (5th) day following Contractor's written request which may include, but is not limited to, any and all information concerning Subcontractors anticipated or actual oil storage capacity, the nature of the oil to be stored, the locations where the oil will be stored; an estimated inventory and oil storage capacity of containers with an oil storage capacity of 55 gallons or more; secondary containment practices for all oil storage containers, spill response and clean up procedures to be implemented by Subcontractor in the event of a spill, and, documentation of training of Subcontractor's workmen with SPCC responsibility. However, Subcontractor remains independently responsible for understanding and complying with the SPCC Regulations. At all times, Subcontractor shall supply workmen trained with the knowledge, expertise and experience to operate Subcontractor's oil storage facility, regardless of size or storage capacity, in accordance with all federal, state, and local regulations; the SWPPP; and, the SPCC Plan if applicable.

Subcontractor shall immediately notify Contractor of a regulatory inspection and any corrective action, notice of correction, notice of violation or any other type of regulatory enforcement action or notice whether written or verbal regardless of the nature or severity related to SPCC compliance for the Job Site and/or Subcontractor's Work.

The MTPA shall remain in full force and effect, as amended hereby. Hereinafter, all references to the MTPA shall be deemed to refer to the MTPA as amended to date, and as further amended by this Amendment No. [# 2].

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Agreement as of the day and year first above written.

LENNAR CAROLINAS LLC

"Contractor"

By: _____

Name: Sam Sparks

Title: Vice President

By: _____

Name: _____

Title: _____

LA New

"Subcontractor"

By: Christopher Lanoue

Print Name: Owner

Title: _____

By: _____

Print Name: _____

Title: _____

Fed I.D. No 46-0643705

License No.

LENNAR

LENNAR CAROLINAS LLC

CHANGE ORDER

AMENDMENT NUMBER 3

TO MASTER TRADE PARTNER AGREEMENT 1

CONTRACTOR'S STATE LICENSE G111911

DIVISION OFFICE: **Coastal Carolinas**
PROJECT: **All Coastal Carolinas Communities**

This Amendment Number [# 3] to Master Trade Partner Agreement is entered into this **8th** day of **October 2012**, by and between **A Lennar Family of Builders Company** ("Contractor") and ** *** *** **LA New** *** *** *** a Corporation whose address is **1881 Paddy Place, Charleston, SC**, 29407, telephone number **(843) 303-4489** (herein called "Subcontractor").

RECITALS

A. Contractor and Subcontractor entered into that certain Master Trade Partner Agreement on or about **10-08-2012**, Master Trade Partner Agreement No. [# 1_] ("MTPA"), pursuant to which Subcontractor was to do certain Work in connection with the Project or Job Site. As used herein, and except as hereby expressly provided, all capitalized words and phrases shall have the same meanings as defined in the MTPA and the Agreement as defined therein.

B. Contractor and Subcontractor desire to amend the MTPA as more particularly set forth herein.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the foregoing recitals, and the covenants and conditions contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, Contractor and Subcontractor hereby agree to amend the MTPA in the following respects:

1. Section 15 of the Agreement is deleted in its entirety and is replaced with the following:

   15. ARBITRATION: If any claim or controversy that arises out of or relates to, directly or indirectly, this Agreement or any dealings between the parties cannot be settled by the parties within sixty (60) days after Contractor is first provided written notice of the claim or controversy by Subcontractor, the parties agree to first try in good faith to settle the dispute by mediation pursuant to the Construction Industry Mediation Rules of the American Arbitration Association. If the claim or controversy

is not settled by mediation, the claim or controversy shall be resolved by final and binding arbitration pursuant to the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Should a claim or controversy arise between Contractor and a buyer of a residence regarding materials supplied or work performed by or through Subcontractor, Subcontractor agrees to participate as a party in, and be bound by, any mediation and arbitration proceedings between Contractor and the buyer. Subcontractor shall incorporate provisions in all agreements with its lower tier subcontractors executed by Subcontractor with respect to the Work requiring any affected lower tier subcontractor to participate in, and be bound by, such arbitration. Notwithstanding the foregoing, in the event Contractor is named in a lawsuit or other action brought by any third party (including any individual claiming to be an employee of Subcontractor) and Contractor is unable to compel binding arbitration of such lawsuit or action, then Contractor shall have the right, but not the obligation, to bring a third party action against Subcontractor in whatever forum the underlying lawsuit or action is pending.

The MTPA shall remain in full force and effect, as amended hereby. Hereinafter, all references to the MTPA shall be deemed to refer to the MTPA as amended to date, and as further amended by this Amendment No. [# 3].

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Agreement as of the day and year first above written.

LENNAR CAROLINAS LLC

"Contractor"

By: _____

Name: Sam Sparks

Title: Vice President

By: _____

Name: _____

Title: _____

LA New

"Subcontractor"

By: _____

Print Name: Christoper Lanoue

Title: Owner

By: _____

Print Name: _____

Title: _____

Fed I.D. No 46-0643705

License No.

LENNAR

LENNAR CAROLINAS LLC

CHANGE ORDER

AMENDMENT NUMBER 4

TO MASTER TRADE PARTNER AGREEMENT 1

CONTRACTOR'S STATE LICENSE G111911

DIVISION OFFICE: **Coastal Carolinas**
PROJECT: **All Coastal Carolinas Communities**

This Amendment Number [# 4] to Master Trade Partner Agreement is entered into this **8th** day of **October 2012,** by and between **A Lennar Family of Builders Company** ("Contractor") and ** *** *** **LA New** *** *** *** a Corporation whose address is **1881 Paddy Place, Charleston, SC,** 29407, telephone number **(843) 303-4489** (herein called "Subcontractor").

RECITALS

A. Contractor and Subcontractor entered into that certain Master Trade Partner Agreement on or about **10-08-2012,** Master Trade Partner Agreement No. [# 1_] ("MTPA"), pursuant to which Subcontractor was to do certain Work in connection with the Project or Job Site. As used herein, and except as hereby expressly provided, all capitalized words and phrases shall have the same meanings as defined in the MTPA and the Agreement as defined therein.

B. Contractor and Subcontractor desire to amend the MTPA as more particularly set forth herein.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the foregoing recitals, and the covenants and conditions contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, Contractor and Subcontractor hereby agree to amend the MTPA in the following respects:

1. Section 5.2 of the Agreement is deleted in its entirety and is replaced with the following:

   5.2 CONDITIONAL/UNCONDITIONAL LIEN WAIVERS. As a condition precedent to receiving each and any payment for Work as described in Section 12 hereof, Subcontractor and, if applicable, each of its Sub-Subcontractors and suppliers shall execute and furnish to Contractor a Conditional Lien Waiver and Release in substantially the form of "Conditional Waiver and Release Upon Final Payment" (attached hereto as Schedule "B-1") acknowledging receipt of such payment to the extent payment is actually received. Subsequent to receiving

payment, Subcontractor and if applicable, each of its Sub-subcontractors and suppliers shall execute and provide to Contractor an Unconditional Lien Waiver and Release in substantially the form of "Unconditional Waiver and Release Upon Final Payment" (attached hereto as Schedule "B-2") acknowledging receipt of all payments due with respect to such Work. Subcontractor agrees that, in lieu of preparing or providing lien waivers for each property for which Work was provided and/or materials were supplied, one lien waiver referencing payment for multiple addresses shall have the same force and effect as multiple lien waivers. Subcontractor shall include this one-waiver-for-multiple-addresses agreement in each contract with its Sub-subcontractors and suppliers relating to the Work. The lien waivers required to be delivered to Contractor by Subcontractor under this Agreement may be photocopies or facsimile copies, and Subcontractor hereby acknowledges that should it provide a photocopy or facsimile of a lien waiver on behalf of itself or one of its Sub-subcontractors or suppliers, such photocopy or facsimile shall have the same legal force and effect as an original lien waiver. Subcontractor shall also comply with all procedural requirements of laws of the state that govern this Agreement with respect to the enforceability of such lien waivers. Regardless of this section, Subcontractor agrees to provide Contractor with labor, materials and supplies that are free and clear of any debt or lien against the labor, materials or supplies and, in addition to any other indemnification obligations under this Agreement, Subcontractor shall indemnify, defend, and hold Contractor harmless from and against any claim, loss, cost or expense relating to any debts or liens against the Property relating to the Work. Subcontractor shall include such requirements in each contract with its Sub-subcontractors and suppliers relating to the Work.

The MTPA shall remain in full force and effect, as amended hereby. Hereinafter, all references to the MTPA shall be deemed to refer to the MTPA as amended to date, and as further amended by this Amendment No. [# 4_].

[Continued on following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Agreement as of the day and year first above written.

LENNAR CAROLINAS LLC

"Contractor"

By: _____

Name: Sam Sparks

Title: Vice President

By: _____

Name: _____

Title: _____

LA New

"Subcontractor"

By: Christopher Lanoue

Print Name: Owner

Title: _____

By: _____

Print Name: _____

Title: _____

Fed I.D. No 46-0643705

License No.

Schedule F, Schedule 10 or Exhibit C

INSURANCE REQUIREMENTS – High Risk Level

Subcontractor shall procure and maintain, at its sole cost and expense, the following insurance coverages:

1. Workers' Compensation:
Coverage A. Statutory Benefits

Coverage B. Employers' Liability limits of not less than:

Bodily Injury by accident	$1,000,000 each accident
Bodily Injury by disease	$1,000,000 policy limit
Bodily Injury by disease	$1,000,000 each employee

With the exception of the state of New Jersey and monopolistic states, coverage must include a waiver of subrogation endorsement in favor of, and naming, Lennar Corporation including its subsidiaries, partners, partnerships, affiliated companies, successors and assigns.

2. Commercial Auto Coverage:
Automobile Liability coverage (equivalent in coverage to ISO form CA 00 01) of not less than $1,000,000 combined single limit, each accident, covering all owned, hired and non-owned autos. If Subcontractor does not have any company owned vehicles, a copy of the declaration page from the personal auto liability policy of the principal(s) of the company entering into this agreement will be acceptable. Hired and non-owned auto coverage for the Subcontractor must be evidenced through a general liability policy or auto policy.

3. Commercial General Liability:
Commercial General Liability coverage (equivalent in coverage to ISO form CG 00 01) of not less than:

Each Occurrence Limit	$1,000,000
Personal Advertising Injury Limit	$1,000,000
Products/Completed Operations Aggregate Limit	$2,000,000
General Aggregate Limit (other than Products/Completed Operations)	$2,000,000

The policy must include:

a) Premises and Operations coverage with no explosions, collapse, or underground damage exclusion (XCU).
b) Products and Completed Operations coverage. Subcontractor agrees to maintain this coverage for a minimum of ten (10) years following completion of its work.
c) Standard ISO CG0001 0196 Contractual Liability coverage, or its equivalent, and a Separation of Insureds clause.
d) Broad Form Property Damage coverage, including completed operations, or its equivalent.
e) The work "performed on your behalf by a subcontractor" exception to the "Damage to Your Work" exclusion (Exclusion "l" in Section I of the ISO form CG 00 01 10 01 and earlier versions.) No limitation or restriction of this exception is allowed.
f) An Additional Insured Endorsement (equivalent to ISO form CG 20 10 11 85) naming as additional insured:
"Lennar Corporation including its subsidiaries, partners, partnerships, affiliated companies, successors and assigns."
g) If the Work to be performed is on an attached community, there shall be no exclusion for attached or condominium projects.
h) There shall be no exclusions for continuing or progressive losses not known by Subcontractor to exist prior to policy inception.
i) Coverage must be on an "occurrence" form. "Claims Made" and "Modified Occurrence" forms are not acceptable.
j) Such coverage as is afforded by this policy for the benefit of the additional insured(s) is primary and any other coverage maintained by such additional insured(s) shall be non-contributing with the coverage provided under this policy
k) There shall be no "pollution" exclusions, residential exclusions, nor any of their equivalents.
l) The CGL policy may not be subject to a self-insured retention (SIR) or deductible that exceeds $10,000. Any and all SIRs must be susceptible of being satisfied under the CGL policy through payments made by additional insureds, co-insurers, and/or insureds other than the First Named Insured.

4. Property Insurance:
Subcontractor shall maintain "Special Form" property insurance (commonly referred to as "all risk" or

premium.

b) All policies must be written by insurance companies whose rating in the most recent Best's Rating Guide, is not less than A (-): VII. Pursuant to Section 627.442 Florida Statues, the insurance company rating requirement does not apply to a self-insurance fund that is subject to part V of Chapter 631. This exception is only applicable to self-insurance funds providing Workers' Compensation coverage in the State of Florida. Contractor reserves the right to accept coverages provided via a state fund. All coverage forms must be acceptable to Contractor. Subcontractor agrees to provide a full certified copy of any policy maintained by Subcontractor to Contractor upon Contractor's request therefor.

c) Certificates of Insurance with the required endorsements evidencing the required coverages must be delivered to the Contractor prior to commencement of any work under this Subcontract. Such certificates of insurance shall state "All Operations" of Subcontractor performed on behalf of Contractor shall be covered by such insurance. A 30-day notice of cancellation must be issued per the terms/provisions under the Subcontractor's policy(ies).

d) If the Subcontractor fails to secure and maintain the required insurance, Contractor shall have the right (without any obligation to do so, however) to secure same in the name and for the account of Subcontractor in which event the Subcontractor shall pay the costs thereof and furnish upon demand all information that may be required in connection therewith.

e) Contractor reserves the right, but shall have no obligation, to procure the insurance, or any portion thereof, for which Subcontractor is herein responsible and which is described in this section. Contractor shall notify Subcontractor if Contractor exercises its right, whereupon Subcontractor's responsibility to carry such insurance shall cease and all the premiums and other charges associated with such insurance shall be refunded to the Contractor. Contractor further reserves the right at any time, with thirty (30) days written notice to Subcontractor, to require that Subcontractor resume the procurement and maintenance of any insurance for which Contractor has elected to procure pursuant to this subsection; in such event, the sums paid to Subcontractor by Contractor shall increase to the extent of any previously agreed and implemented reduction (as noted above) attributable to Contractor's prior assumption of the particular insurance coverages. Such refund shall be equitably pro-rated based upon Subcontractor's completed work at the time of such adjustment.

f) Contractor reserves the right, in its sole discretion, to require higher limits of liability coverage if, in Contractor's opinion, operations by or on behalf of Subcontractor create higher than normal hazards, and, to require Subcontractor to name additional parties in interest to be Additional Insureds, and included in any required Waiver of Subrogation, Notice of Cancellation, or other endorsement.

g) In the event that rental of equipment is undertaken to complete and/or perform the work, Subcontractor agrees that it shall be solely responsible for such rental equipment. Such responsibility shall include, but not be limited to, theft, fire, vandalism and use, including use by unauthorized persons.

h) Nothing in this Exhibit shall reduce Subcontractor's obligations under this Contract. Subcontractor's procurement and/or maintenance of insurance shall not be construed as a limitation of liability or as full performance of the indemnification and hold harmless provisions of this Agreement.

i) In the event that materials or any other type of personal property ("personal property") is acquired for the Project or delivered to the Project site, Subcontractor agrees that it shall be solely responsible for such property until it becomes a fixture on the Project, or otherwise is installed and incorporated as a final part of the Project. Such responsibility shall include, but not be limited to, theft, fire, vandalism, and use, including use by unauthorized persons.

6. **Changes and Modifications:**
Any modification or waiver of the insurance requirements to this Agreement, or in any addendum hereto, may only be made with the prior written consent of Contractor.

7. **Notices:**
All Certificates of Insurance and required endorsements must be addressed and forwarded to:

Lennar Corporation
Insurance Compliance
PO Box 12010-LC
Hemet, CA 92546-8010

Phone: (951) 766-2274

LENNAR

ADDENDUM TO CONTRACTOR BASE AGREEMENT

SAFETY SURVEY GUIDELINES FOR CONTRACTORS

THE CONTRACTORS AGREES TO COMPLY WITH THE REQUIREMENTS OF THE OCCUPATION SAFETY AND HEALTH ACT, TO INCLUDE BUT NOT LIMITED TO THE FOLLOWING CRITERIA:

OSHA STANDARD	GENERAL GUIDELINES
PERSONAL PROTECTIVE EQUIPMENT	
HARD HAT	♦ SHALL BE WORN ON ALL CONSTRUCTION SITES (CURB TO CURB)
EYE PROTECTION	♦ IS REQUIRED WHENEVER THERE ARE FLYING PARTICLES THAT COULD STRIKE THE EYES. SUCH AS PNEUMATIC TOOLS, SAWING, JACK HAMMERING, DRILLING, SANDING, ETC.
PROPER FOOTWEAR/CLOTHING	♦ APPROPRIATE FOR THE JOB BEING DONE SUCH AS CARPENTERS WEARING A SHOE WITH A SOLE THAT WILL RESIST NAIL PENETRATION AND WEARING GLOVES, LONG SLEEVES SHIRTS AND LONG PANTS WHEN APPROPRIATE
DUST, MISTS, PAINT, FIBROUS MATERIALS	♦ DUST MASKS OR APPROPRIATE RESPIRATORY EQUIPMENT WILL BE USED
EXTERIOR FALL PROTECTION IN USE	
ROOFS	♦ A SLIDE GUARD SHALL BE USED ON ROOFS WITH A PITCH UP TO 8:12 AND EAVE IS 25 FEET OR LESS. OVER 9:12 PITCH CONVENTIONAL FALL PROTECTION SHALL BE USED.
LANDINGS	♦ IF THE LANDING IS OVER 6 FEET ABOVE THE ADJACENT SURFACE THERE MUST BE A STANDARD GUARDRAIL
DECKS	♦ IF THE DECK IS 3 FEET OR OVER ABOVE THE ADJACENT SURFACE THERE MUST BE A STANDARD GUARDRIAL
STEPS	♦ NO POINT OF ACCESS CAN HAVE A STEP GREATER THAN 19 INCHES
OPEN SIDED PLATFORMS	♦ IF THERE ARE 4 OR MORE RISERS OR 30 INCHES OF RISE, (WHICH EVER IS LESS) THEN THERE MUST BE A HANDRAIL ♦ ALL PLATFORMS 3 FEET OR MORE ABOVE THE ADJACENT SURFACE MUST BE GUARDED WITH A STANDARD GUARDRAIL
SCAFFOLDING	♦ SET UP ON FIRM SOLID GROUND ♦ NO BRICKS, BLOCKS OR SCRAP LUMBER USED TO LEVEL THE SCAFFOLD, ONLY USE PROPER LEVELING APPARATUS ♦ SCAFFOLDING OVER 10 FEET HIGH MUST HAVE GUARDRAIL, MID-RAIL AND TOE BOARD ON ALL OPEN SIDES.

Subcontractors Initials CL

LENNAR

ADDENDUM TO CONTRACTOR BASE AGREEMENT

SAFETY SURVEY GUIDELINES FOR CONTRACTORS

THE CONTRACTORS AGREES TO COMPLY WITH THE REQUIREMENTS OF THE OCCUPATION SAFETY AND HEALTH ACT, TO INCLUDE BUT NOT LIMITED TO THE FOLLOWING CRITERIA:

OSHA STANDARD	GENERAL GUIDELINES
INTERIOR FALL PROTECTION IN USE	
HAND RAILS	♦ STAIRS WITH MORE THAN 3 RISERS MUST BE EQUIPPED WITH A HANDRAIL LOCATED BETWEEN 30" AND 37" ABOVE THE STAIR TREAD IN-LINE WITH THE RISER ♦ HANDRAIL MUST BE CONTINUOUS AND BE LOCATED A MINIMUM OF 3" OUT FROM THE WALL STAIR RAILS
STAIR RAILS	♦ ANY STAIRS WITH AN OPEN SIDE OF 4 OR MORE RISERS MUST BE EQUIPPED WITH A STAIR RAIL ON THE OPEN SIDE ♦ STAIR RAIL SHALL BE NOT LESS THAN 36" FROM THE TOP OF THE STAIR RAIL TO THE SURFACE OF THE TREND, IN LINE WITH THE FACE OF THE RISER AT THE FORWARD EDGE OF THE TREAD
OPEN SIDED PLATFORMS	♦ ALL PLATFORMS 6 FEET OR MORE ABOVE THE ADJACENT SURFACE MUST BE GUARDED OR COVERED.
FLOOR OPENING	♦ ANY OPENING IN THE FLOOR GREATER THEN 12"x12" MUST BE PROPERLY GUARDED OR COVERED
WALL OPENINGS	♦ ANY OPENING IN THE WALL THAT IS GREATER THAN 18"x30" IS CONSIDERED TO BE A "WALL OPENING" AND MUST BE GUARDED IF THERE IS GREATER THAN A 4-FOOT FALL TO THE ADJACENT SURFACE
WINDOWS	♦ WHEN THE WINDOW HAS NOT BEEN INSTALLED AND THE DISTANCE FROM THE WINDOW SILL TO THE GROUND IS GREATER THAN 4 FEET, THE WINDOW MUST BE GUARDED AS FOLLOWS: o IF THE SILL HEIGHT IS BETWEEN 12" AND 39" ABOVE THE FLOOR THERE MUST BE A STANDARD GUARDRAIL LOCATED AT 42" HIGH o IF THE SILL HEIGHT IS BETWEEN 4" AND 12" ABOVE THE FLOOR THERE MUST BE A STANDARD GUARDRAIL AT 42" AND A MID-RAIL HALFWAY BETWEEN THE SILL AND THE GUARDRAIL o IF THE SILL HEIGHT IS LESS THEN 4" ABOVE THE FLOOR THERE MUST BE A STANDARD GUARDRAIL, MID-RAIL AND A 4" TOE BOARD
SCAFFOLDING	♦ SET UP ON FIRM SOLID GROUND ♦ NO BRICKS, BLOCKS OR SCRAP LUMBER USED TO LEVEL THE SCAFFOLD, ONLY USE PROPER LEVELING APPARATUS

Subcontractors Initials _____

LENNAR

ADDENDUM TO CONTRACTOR BASE AGREEMENT

SAFETY SURVEY GUIDELINES FOR CONTRACTORS

THE CONTRACTORS AGREES TO COMPLY WITH THE REQUIREMENTS OF THE OCCUPATION SAFETY AND HEALTH ACT, TO INCLUDE BUT NOT LIMITED TO THE FOLLOWING CRITERIA:

OSHA STANDARD	GENERAL GUIDELINES
EXTENSION CORDS	
CONDITION	♦ NO BREAKS IN THE INSULATION
	♦ NO SPLICES IN THE CORD
	♦ NO SPLICES IN THE CORD
PROPER GROUND	♦ EQUIPPED WITH GROUND PRONGS
GFI PROTECTED	♦ ALL EXTENSION CORDS MUST BE PROVIDED WITH A GFCI AS CLOSE TO THE POWER SOURCE AS POSSIBLE, OR BE COVERED BY WRITTEN "ASSURED EQUIPMENT GROUNDING" PROGRAM
	♦ MUST HAVE STRAIN RELIEF; ALL CORDS MUST BE PROPERLY TIED OFF TO TEMPORARY POLE OR GENERATOR TO PREVENT PARTIAL DISCONNECTION
TANKS	
STORED & SECURED	♦ ALL TANKS MUST BE: o STORED ON A FIRM LEVEL SURFACE o SECURED FROM FALLING OVER o AREA DESIGNATED "NO SMOKING" WITHIN 100 FEET o IN AN AREA THAT PROTECTS THEM FROM BEING STRUCK BY EQUIPMENT AND VEHICLES o IF THERE IS OVER 500 POUNDS IN TOTAL QUANTITY THE STORAGE AREA, CAN NOT BE WITHIN 25 FEET OF ANY BUILDING OR STRUCTURE
OUT OF THE HOMES	♦ NO LP TANKS ARE TO BE STORED IN A HOME
GROUND FAULT PROTECTION	
GFCI TEMP. POLES	♦ ALL TEMPORARY POWER POLES MUST PROVIDE GFCI PROTECTION ♦ GFCI BREAKERS MUST BE CHECKED BEFORE USING TO INSURE THEY ARE WORKING

Subcontractors Initials _____

LENNAR

ADDENDUM TO CONTRACTOR BASE AGREEMENT

SAFETY SURVEY GUIDELINES FOR CONTRACTORS

THE CONTRACTORS AGREES TO COMPLY WITH THE REQUIREMENTS OF THE OCCUPATION SAFETY AND HEALTH ACT, TO INCLUDE BUT NOT LIMITED TO THE FOLLOWING CRITERIA:

OSHA STANDARD	GENERAL GUIDELINES
GENERATOR GFCI PROTECTED	♦ IF THE GENERATOR IS OVER 5 KW IT MUST BE GROUNDED
	♦ ALL TEMPORARY POWER MUST BE EQUIPPED WITH GFCI PROTECTION
GENERATORS, COMPRESSORS AND MIXERS	
CONDITIONS	♦ MUST BE IN GOOD WORKING ORDER
GUARDS	♦ NO BROKEN, MISSING OR MODIFIED COMPONENTS
	♦ ALL MOVING PARTS, ROLLERS BLADED GEARS, PULLEYS, AND PINCH POINTS ARE TO BE GUARDED
CORDS & HOSES	♦ ARE TO BE IN GOOD CONDITION WITH NO BREAKS OR HOMEMADE REPAIRS
	♦ ALL CORDS AND HOSES ARE TO BE OF THE TYPE AND SIZE SPECIFIED BY THE MANUFACTURER
HOUSEKEEPING	
MATERIAL STORED PROPERLY	♦ MATERIAL STORED IN A MANNER THAT WOULD NOT POSE A HAZARD ♦ DRYWALL, PLYWOOD, OSB AND FLOORING STACKED FLAT
	♦ STACKED IN A MANNER THAT WOULD RESIST FALLING
WORK AREAS /PASSAGEWAYS	♦ CLEARS OF DEBRIS, FORM AND SCRAP LUMBER, LUMBER WITH NAILS
COMBUSTIBLES STORAGE	♦ COMBUSTIBLES AND FLAMMABLES STORED IN AN APPROPRIATE AREA THAT IS IDENTIFIED
	♦ FLAMMABLE AND COMBUSTIBLE LIQUIDS STORED IN AN APPROVED METAL SYSTEM CAN

LENNAR AND US HOME CORPORATION:

BY: _____

Print Name: Sam Sparks

Title: Vice President

SUBCONTRACTOR:

Company Name: LA Nave

Print Name: Christopher Lanoue

Signature: _____

Subcontractors Initials CL

EXHIBIT 48

TO EXHIBIT A – AFFIDAVIT OF ROBERT MAUCH

The Abbey - Bldg Pad
Lots 30, 35, 37
#2100 / Lot
= $6,300.—

MASTER TRADE PARTNER AGREEMENT (LAND)

Contract No. _____

Project Name: Spring Grove - The Abbey

BETWEEN

"CONTRACTOR"

Lennar Carolinas, LLC
1941 Savage Road - Ste 100C
Charleston, SC 29407
Main Telephone: 843-388-8989
Facsimile: 843-266-9182

AND

"SUBCONTRACTOR"

Land Site Services, Inc.
[Contractor's State License No.: _____]
1280 Porchers Bluff Road
Mt. Pleasant, SC 29466
Main Telephone: 843-884-5110
Facsimile: _____

MASTER TRADE PARTNER AGREEMENT (LAND)

SECTION REFERENCES

Section	Title
1.	SCOPE OF WORK
2.	LABOR AND SUPERVISION
3.	LEGAL COMPLIANCE
4.	JOB RULES
5.	LIENS AND BOND CLAIMS
6.	CONTRACTOR'S EQUIPMENT
7.	SECURITY
8.	CLEAN UP
9.	INSURANCE
10.	EXPRESS WARRANTIES
11.	EXTRA WORK/CHANGES
12.	PAYMENT
13.	REMEDIES AND TERMINATION
14.	DEFENSE AND INDEMNITY
15.	ARBITRATION
16.	INDEPENDENT CONTRACTOR/AUTHORITY
17.	CONTRACTOR REGULATION
18.	CUSTOMER APPRECIATION GIFTS OR EVENTS
19.	NO GIFTS
20.	STANDARDS OF BUSINESS ETHICS
21.	MISCELLANEOUS

LIST OF SCHEDULES

Schedule	Title
"1"	SCOPE OF WORK
"2"	PROJECT LOCATION/JOB SITE/LEGAL DESCRIPTION
"3"	LIST OF SUB-SUBCONTRACTORS
"4"	PLANS AND SPECIFICATIONS
"5"	NOTICE TO PROCEED
"5-A"	CONSTRUCTION SCHEDULE
"6"	MSDS ADDENDUM
"6-A"	LIST OF HAZARDOUS MATERIALS
"7"	OSHA ADDENDUM
"8"	JOB RULES
"9-A"	CONDITIONAL LIEN WAIVER AND RELEASE UPON PROGRESS PAYMENT
"9-B"	UNCONDITIONAL LIEN WAIVER AND RELEASE UPON PROGRESS PAYMENT
"9-C"	CONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT
"9-D"	UNCONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT
"10"	INSURANCE
"11"	CHANGE ORDER
"12"	BASIS OF CONTRACT AND PROGRESS BILLING SHEET
"13"	SUBCONTRACTOR RATES AND RENTAL RATES

LENNAR **LENNAR CAROLINAS, LLC**

MASTER TRADE PARTNER AGREEMENT (LAND)

No. _____

CONTRACTOR'S STATE LICENSE No: _____

DIVISION OFFICE: CHARLESTON, SC
CONTRACT: _____

THIS MASTER TRADE PARTNER AGREEMENT (LAND) (hereinafter referred to as the "Agreement"), is made and entered into at Charleston, SC on **4/5/2013** by and between **Lennar Carolinas, LLC**, whose address is 1941 Savage Road, Suite 100C, Charleston, SC 29407, telephone number (843) 388-8989 ("Contractor") and Landsite Services, Inc., a Corporation, whose address is 1280 Prochers Bluff Road, Mt. Pleasant, SC 29466, telephone number (**843-884-5110**) and facsimile number (____) _____ ("Subcontractor").

1. SCOPE OF WORK: Subcontractor shall provide labor, materials, equipment, tools, machinery equipment, transportation, fuel, power, light, heat, telephone, water, sanitary facilities, permits, certificates, bonds, supplies, facilities, incidentals and other materials and services as required for the prompt and efficient execution of the duties under such terms and conditions as Contractor shall deem necessary and as provided herein and as more particularly described in the "Scope of Work" attached hereto as Schedule "1" (collectively, the "Work").

1.1 PROJECT NAME. ("Project") Spring Grove – The Abbey Lots 30, 35, 37

1.2 PROJECT LOCATION. ("Spring Grove – The Abbey") [Summerville, SC], and as more particularly described on Schedule "2" attached hereto.

1.3 PROJECT OWNER. The Owner of the Project is Lennar Carolinas, LLC ("Owner").

1.4 SUB-SUBCONTRACTOR. Unless otherwise provided, the term "Sub-subcontractor" shall include all persons or entities of all tiers, whether contracting directly with Subcontractor, or any person acting by, through or under Subcontractor, that are providing labor, materials, equipment, supplies, and/or supervision to satisfy the requirements of Subcontractor's Work. Subcontractor shall keep its Sub-subcontractors informed of the requirements of this Agreement. Subcontractor shall not employ any lower tier subcontractor or other party that is to furnish any principal item of material or equipment, whether initially or as a substitute, against whom Contractor has any reasonable objection. If Contractor does not object in writing to any subcontractor or other party listed in Subcontractor's bid for the Work prior to the giving of the notice of award, each Sub-subcontractor and other party so listed shall be deemed to be acceptable to Contractor. Attached hereto as Schedule "3" is a list of Subcontractor's proposed Sub-subcontractors. Acceptance of any Sub-subcontractor or other party by Contractor shall not constitute a waiver of any right of Contractor to reject defective or nonconforming Work or constitute a warranty or representation of any nature with respect to such party. Without the prior written consent of Contractor, Subcontractor shall make no substitution for any Sub-subcontractor or other party that has been accepted by Contractor as provided above. If Subcontractor requests Contractor's permission to substitute a Sub-subcontractor previously approved by Contractor, Subcontractor acknowledges and agrees that the Contractor may, prior to its approval of any requested substitution, investigate the reasons for the substitution (including but not limited to, contacting the Sub-subcontractor who Subcontractor desires to terminate).

1.5 PERFORMANCE OF THE WORK. Subcontractor shall furnish all labor, materials, equipment, supplies, supervision and all other things necessary to timely and properly perform the Work in a good and workmanlike manner, free from defects in workmanship or materials, acceptable to Contractor, and in strict accordance with (i) the plans and specifications, as more particularly described in Schedule "4", (ii) any applicable manufacturer's specifications, recommendations or requirements, (iii) applicable industry standards, codes, or other rules or regulations, and (iv) the requirements of Contractor's overall Construction Schedule. Subcontractor guarantees the availability of all labor, equipment and materials necessary to complete the Work in strict accordance with Contractor's Construction Schedule and shall diligently and continuously perform the Work until final acceptance by the applicable governmental authority. Subcontractor shall be solely responsible to pay for all labor, salaries, materials, tools, equipment, supplies, state, federal, local and all other applicable sales, use, income or other taxes of any type or nature, transportation, storage facilities, offices, telephones, other overhead, shop drawings, supervision, temporary or permanent facilities and all other things necessary for the full and complete performance of the Work addressed in this Agreement and, if applicable, any amendments thereto. Subcontractor shall secure and pay for all permits and governmental fees, licenses and inspections, to the extent necessary, for the proper execution and completion of Subcontractor's Work. Subcontractor shall perform the Work in a manner which maintains free access to all fire hydrants, unless and until Subcontractor receives written permission from the applicable fire protection districts or fire departments to obstruct such access. Subcontractor shall cooperate with Contactor in obtaining final approval of the Work by the requisite governmental or quasi governmental authority, including public utility companies. No substitutions shall be allowed in the performance of the Work unless expressly approved by Contractor in writing. Subcontractor shall provide Contractor with an approved set of as built plans within (10) days of acceptance of the Work by the applicable governmental authority.

1.6 INSPECTION AND INVESTIGATION. Subcontractor shall fully and completely investigate and study (i) the Project/Job Site, (ii) the plans and specifications, (iii) any manufacturer's specifications, and (iv) all other conditions that may affect the Work. By executing this Agreement, Subcontractor represents that it has noted no deficiencies or problems with the Project/Job Site, the plans and specifications, the manufacturer's specifications, or any other conditions which would impact its ability to perform the Work in accordance with the requirements of this Agreement. If Subcontractor subsequently discovers any discrepancies between the plans, specifications, manufacturer's specifications, physical conditions, or any errors and omissions in the plans or specifications or in the layout as given that might affect the Work, Subcontractor shall immediately notify Contractor in writing. Any Work performed by Subcontractor relating to such discrepancy, error or omission shall be done at Subcontractor's sole risk. Prior to ordering materials or performing the Work, Subcontractor shall verify (i) that the materials are adequate for the performance of the Work, and (ii) that all measurements or conditions relevant to Subcontractor's Work are acceptable. No extra charge or compensation shall be allowed on account of differences between actual dimensions or conditions, and the measurements and conditions which may be found as indicated in the plans and specifications. The soils and geology reports, investigations or borings available to Subcontractor were prepared by third parties and made only for the purpose of study and design. Contractor does not warrant or guarantee, either expressly or impliedly, (i) the sufficiency or accuracy of the reports or investigations or borings which have been made, or (ii) any conditions that exist throughout the Project/Job Site. Subcontractor agrees to undertake the Work subject to all site conditions as they now exist or may arise.

1.7 DEFECTIVE WORK. Subcontractor is responsible, at its sole cost, for promptly repairing or replacing any defective Work noted by Contractor or any third-party inspectors. Subcontractor shall provide Contractor with an itemized construction inspection checklist in a form approved by Contractor that Subcontractor will use to verify completion and workmanship of the Work. The failure of Contractor, a third party inspector and/or the applicable governmental inspecting authority to identify any defects in the Work during any inspection shall not relieve Subcontractor of its responsibility to perform the Work in accordance with the requirements of this Agreement.

Contractor, the third party inspector and/or the applicable governmental inspecting authority shall be the sole judge of the adequacy of the repairs made to fix defective work. If Subcontractor covers any Work prior to Contractor's, the third party inspector and/or the applicable governmental inspecting authority's inspection of the Work, then Subcontractor shall be responsible for the cost of uncovering or removal and replacement of the Work to allow Contractor's inspection. Subcontractor shall correct all items noted as needing correction within forty-eight (48) hours of receipt of Contractor's notice.

1.8 CONSTRUCTION SCHEDULE/CONTRACT COMPLETION DATE. The Work to be performed pursuant to this Agreement shall commence on the date specified in the fully executed Notice to Proceed attached hereto as Schedule "5". Subcontractor shall attend preconstruction meetings with Contractor and shall prepare a construction schedule ("Construction Schedule") which depicts in detail the sequence and timing of all significant aspects of the Work, including, without limitation, starting and completion dates of all portions of the Work, for review and approval by Contractor. The approved Construction Schedule is as described in Schedule "5-A" attached hereto. Subcontractor shall diligently and continuously perform the Work without delay and/or interruption to its completion within the time allotted in the Construction Schedule ("Contract Completion Time"), on or before the date set forth in the Construction Schedule for final completion of the Work ("Contract Completion Date"). Subcontractor shall require at least one authorized representative to attend regular team meetings with Contractor and other appropriate consultants to review proposed Work, coordinate work schedules and resolve any conflicts or remaining design issues associated with the Work. Subcontractor shall deliver to Contractor the Construction Schedule within five (5) working days after delivery of an executed original of this Agreement by Contractor to Subcontractor. Subcontractor shall comply with the deadlines and schedules established in the Agreement and by Contractor, and shall prosecute the Work with diligence and with adequate labor, equipment and materials to satisfy Subcontractor's progress requirements and so as to not delay the work of other subcontractors. Subcontractor shall cooperate and coordinate its Work with all other subcontractors so as to avoid any delay or interferences. Subcontractor shall provide written weekly updates to Contractor which specifically detail the actual sequence and timing of the Work compared to the Construction Schedule. Subcontractor's failure to provide written weekly updates to Contractor shall be considered a material breach of this Agreement.

1.8.1 WORKING DAY DEFINED. A "working day" is defined hereunder as any day other than (i) Saturday or Sunday; (ii) a federal holiday; (iii) any day Subcontractor is prevented from working at the beginning of the workday for cause as defined in Subsection 6-6.1 of the Standard Specifications for Public Works Construction; and (iv) any day Subcontractor is prevented from working during the first five (5) hours of the workday with at least sixty percent (60%) of the normal work force for cause as defined in Subsection 6-6.1 of the Standard Specifications for Public Works Construction.

1.8.2 WORK DELAYS. If Subcontractor is delayed in the performance of the Work by any act or neglect of Contractor, or by an employee, agent or representative of Contractor, or by changes ordered in the Work not caused by or resulting from the default, negligence or collusion on the part of Subcontractor, or if Subcontractor is delayed by separate contractors, or by unusually severe weather conditions not reasonably anticipated for the locale, or by fire, unavoidable casualty, acts of God, any industry-wide dispute which prevents Subcontractor from obtaining labor or materials necessary for performance of the Work (provided, however, that suitable substitute materials or labor are not reasonably obtainable), or any industry-wide labor dispute or other delay not within the reasonable control of Subcontractor which prevents the transportation of necessary materials to the Project/Job Site (provided, however, that suitable substitute transportation of such materials is not reasonably available), or national emergency (collectively, "Permitted Delays"), then the Contract Completion Time shall be extended by Change Order for a period equal to the length of the Permitted Delay, if, within five (5) days after the commencement of any Permitted Delay,

Subcontractor delivers to Contractor a written notice of the Permitted Delay stating the nature thereof, and within ten (10) days following the expiration of the Permitted Delay, provides a written request for extension of the Contract Completion Time by reason of the Permitted Delay and such extension is approved by Contractor, which approval shall not be unreasonably withheld, provided, however, that no such extension shall be given unless the delay for which a request for extension is made is included in those items for which an extension of the Contract Completion Time is appropriate pursuant to the provisions of this Section 1.8.2. If Subcontractor fails to deliver to Contractor the written notices required by this Section 1.8.2 within the required periods, then the extension of the Contract Completion Time attributable to such Permitted Delay shall be decreased by one (1) day for each day beyond the applicable five (5) day period Subcontractor fails to deliver any required notice to Contractor. No extension of the Contract Completion Time (or right on the part of Subcontractor to secure any such extension) pursuant to this Section 1.8.2 shall prejudice any right Contractor may have, under this Agreement, or otherwise, to terminate this Agreement. If Subcontractor fails to so notify Contractor of a Permitted Delay, the Contract Completion Time shall not be extended.

1.8.3 LIQUIDATED DAMAGES. Contractor and Subcontractor acknowledge and agree that time is of the essence with respect to this Agreement. Subcontractor and Contractor further acknowledge and agree that if the Work is not completed by Subcontractor within the Contract Completion Time, subject to Permitted Delays, Contractor will suffer substantial damages which are, at the date of execution of this Agreement, extremely difficult and impracticable to ascertain. Therefore, Contractor and Subcontractor agree that in addition to all other damages to which Contractor may be entitled, if Subcontractor shall fail to complete the Work within the Contract Completion Time, Subcontractor shall pay Contractor as liquidated damages, and not as a penalty but as a reasonable estimate as of the date of execution of this Agreement of the amount of damages Contractor will suffer, the daily amount determined by multiplying the Daily Contract Price (as defined herein) by five percent (5%), per day for each calendar day beyond the Contract Completion Date that the Work has not been completed, rounded up to the next $100 increment. For purposes of this Section 1.8.3, the "Daily Contract Price" is the Contract Price divided by the number of days in which the Work is to be completed, as set forth in the Construction Schedule. As an example of the calculation of the daily liquidated damages amount to be paid under this Section 1.8.3, if the Contract Price is $1,000,000, and the time in which the Work is to be completed under the Construction Schedule is 162 days, the Daily Contract Price is $6,173 ($1,000,000 divided by 162 days), and the daily liquidated damage amount is $308.64 ($6,173 times 0.05), which is rounded up to $400 per day. Notwithstanding anything in the foregoing to the contrary, Contractor and Subcontractor acknowledge and agree that this liquidated damages provision shall only apply to damages caused by Subcontractor's failure to complete the Project within the Contract Completion Time. The parties further acknowledge and agree that Contractor is entitled to any and all legal and equitable remedies Contractor may have where Contractor's damages are caused by any reason other than Subcontractor's failure to complete the Project within the Contract Completion Time.

1.8.4 FAILURE TO COMPLY WITH CONSTRUCTION SCHEDULE. If Contractor determines that the progress of the Work is not in substantial conformance to the Construction Schedule and Work will not be completed within the Contract Completion Time, Contractor may require Subcontractor to take such actions as Contractor deems necessary to expedite progress of the Work to be in conformance with the Construction Schedule. Such actions may include, without limitation, increasing the number of workers performing the Work, utilizing overtime work and requiring additional work shifts. Such action by Contractor to require Subcontractor to conform with the Construction Schedule shall not entitle Subcontractor to receive any additional compensation for any such required activities.

1.9 WORK OF OTHERS. Subcontractor shall be responsible for protecting its Work, and the work of other subcontractors or Contractor until final acceptance by the requisite governmental authority. Subcontractor shall, without limitation, be fully responsible for the protection of all existing structures, materials, equipment, curbs, landscaping, flora, fauna and adjacent property, if any. Subcontractor shall be responsible for inspecting the work of other subcontractors that may affect its own Work and shall immediately report to Contractor, in writing, any defects, discrepancies or problems which could adversely affect Subcontractor's work.

1.10 MATERIALS. Unless otherwise specifically stated in this Agreement, all materials must be new and (i) are to be shipped F.O.B. Job Site and paid for by Subcontractor, and (ii) shall be used within seven (7) days of their receipt or longer, as agreed to in writing between Contractor and Subcontractor, but in no event shall ownership, responsibility or risk of loss shift to Contractor. Deliveries to and storage at the Project or Job Site are the sole risk and responsibility of the Subcontractor. Subcontractor shall be responsible for damage or loss to all material and equipment until final payment by Contractor. No materials will be paid for until properly installed. Title to the Work shall vest in Contractor upon performance; provided, however, the vesting of such title shall not impose any obligations on Contractor or relieve Subcontractor of any of its obligations hereunder. To the extent not prohibited by law, Subcontractor hereby waives any security interest or removeables rights it may have in goods or material to be supplied hereunder and waives its right to the remedies available for a buyer's breach as provided in the Uniform Commercial Code. On-site storage for materials is not provided unless otherwise set forth in herein.

1.11 DELAYS AND DISRUPTIONS/WAIVER OF CONSEQUENTIAL DAMAGES. IN THE EVENT OF ANY DELAY, DISRUPTION, INTERFERENCE, STOPPAGE OR HINDRANCE IN COMMENCEMENT OR PROSECUTION OF THE WORK CAUSED BY ANY REASON WHATSOEVER ("WORK INTERRUPTIONS"), INCLUDING ANY WORK INTERRUPTIONS CAUSED IN WHOLE OR IN PART, OR ALLEGED TO HAVE BEEN CAUSED IN WHOLE OR IN PART, BY CONTRACTOR OR OTHER SUBCONTRACTORS, SUBCONTRACTOR, TO THE FULLEST EXTENT PERMITTED BY LAW, HEREBY WAIVES ANY DAMAGES CAUSED BY SUCH WORK INTERRUPTIONS, SUBCONTRACTOR'S SOLE AND EXCLUSIVE REMEDY FOR ANY WORK INTERRUPTIONS SHALL BE AN EXTENSION OF TIME TO PERFORM ITS WORK. TO THE FULLEST EXTENT PERMITTED BY LAW SUBCONTRACTOR SPECIFICALLY WAIVES ANY RIGHT TO RECOVER DIRECT, INDIRECT, CONSEQUENTIAL, IMPACT, OR OTHER COSTS, EXPENSES, OR DAMAGES, INCLUDING BUT NOT LIMITED TO DELAY DAMAGES, COSTS OF ACCELERATION, INEFFICIENCY, LOSS OF ORGANIZATION, LOSS OF PROFITS, JOB SITE OR HOME OFFICE OVERHEAD, LABOR OR MATERIAL ESCALATION, OR DETERIORATION OF MATERIALS, CAUSED BY ANY WORK INTERRUPTION. TO THE FULLEST EXTENT PERMITTED BY LAW SUBCONTRACTOR ALSO SPECIFICALLY WAIVES ANY RIGHT TO RECOVER INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY TYPE AND NO MATTER THE CAUSE OF SUCH DAMAGES OR FAULT ON THE PART OF CONTRACTOR OR ANY OTHER PERSON. NOTWITHSTANDING THE FOREGOING, THESE WAIVERS SHALL NOT PRECLUDE RECOVERY OF DAMAGES BY SUBCONTRACTOR FOR WORK INTERRUPTIONS CAUSED SOLELY BY FRAUD, BAD FAITH, OR ACTIVE INTERFERENCE ON THE PART OF CONTRACTOR.

1.12 BONDS. If applicable, Subcontractor shall provide within five (5) days after Contractor's request, both a performance and a payment bond as security for performance and payment of all of its obligations under this Agreement. Such bonds shall be in (a) amounts at least equal to the Contract Price, (b) in a form acceptable to Contractor, (c) provide that Subcontractor and Surety agree to perform on all terms, covenants and conditions of the Work, and (d) issued by sureties qualified to do business in the state where the Project or Job Site is located and named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds," as published in the Federal Register as Department Circular 570 by the Financial Management Services of the U.S. Department of Treasury.

Upon the incremental completion of the Work, Contractor may, but is under no obligation to do so, permit Subcontractor to reduce the amount of the performance bond to a lower level specified by Contractor for the duration of the warranty period, or Contractor may allow Subcontractor to replace the performance bond with a one year maintenance bond in an amount less than the face amount of the performance bond. In any event, Contractor shall release all bonds upon the expiration of the warranty period.

2. **LABOR AND SUPERVISION:** Subcontractor shall maintain competent and sufficient supervision and employees on site during all times that Subcontractor is performing its Work. Subcontractor's superintendent shall be experienced, fully able to communicate with Contractor, trained, knowledgeable as to the Work, and shall have full authority to act for and bind Subcontractor. Subcontractor's superintendent shall be satisfactory to Contractor, and shall not be changed without Contractor's written consent. All communications or directions given to the Subcontractor's superintendent shall be as binding as if given to Subcontractor. Subcontractor shall enforce strict discipline and good order among its employees and Sub-subcontractors, and shall not employ any unfit or unskilled person. Subcontractor shall immediately remove and replace any person deemed unfit or unskilled by Contractor. Subcontractor shall maintain a list of all persons performing its Work on the Job Site, including the list of Sub-subcontractors as provided in Section 1.4, and shall produce such list to Contractor upon request. Subcontractor shall perform criminal background checks of any person that will perform any portion of its Work, and Subcontractor shall not allow any registered sex offender or any person convicted of a felony or a misdemeanor involving theft, larceny, violence, sexual assault or any other crime of moral turpitude to work at the Project or Job Site. In performing such background checks, Subcontractor shall comply with all requirements of the Fair Credit Reporting Act and any other applicable laws and regulations.

3. **LEGAL COMPLIANCE:** Subcontractor and its Sub-subcontractors shall, at all times, comply with all applicable local, state, or federal statutes, ordinances, rules and regulations, and any amendments thereto, as well as those of any other public body having authority concerning the Work, including *without limitation*, the Occupational Safety and Health Act of 1970, 29 U.S.C. §§ 651 et seq., the Immigration Reform and Control Act of 1986 ("IRCA"), the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRAIRA"), the Immigration and Nationality Act ("INA"), all applicable equal employment opportunity laws and requirements promulgated by any governmental authority, including, without limitation, the requirements of Title VII of the 1964 Civil Rights Act, 42 United States Code, Section 1981, Executive Orders 11246, 11375 and 11478, the Age Discrimination in Employment Act, the Americans with Disabilities Act, and the Fair Labor Standards Act; all applicable local, state, or federal environmental laws and regulations including, without limitation, the Clean Air Act, 42 USC §§ 7401-7671; the Clean Water Act, 33 USC §§ 1251-1387; the Comprehensive Environmental Response Compensation and Liability Act (CERCLA), 42 USC §§ 9601-9675; the Solid Waste Disposal Act, 42 USC §§ 6901-6992, the Toxic Substances Control Act, 15 USC §§ 2601-2692; and the Endangered Species Act of 1973, 16 USC §§ 1531-544. Subcontractor is solely responsible, for itself and others acting by, through or under Subcontractor, for compliance with the requirements of this paragraph and the other obligations of this Agreement.

3.1 IMMIGRATION. With respect to its obligations herein or in any Amendment hereto, Subcontractor specifically warrants and agrees it (i) shall not knowingly hire or continue to employ aliens not authorized to work in the United States, (ii) has and shall continue to verify the employment documentation specified in the Immigration Act, and (iii) has and shall properly complete and retain the U.S., Citizenship and Immigration Services' Form I-9 for all its employees covered by the Immigration Act. Accordingly and pursuant to the indemnity requirements of this Agreement, Subcontractor agrees to defend, indemnify and hold Contractor free and harmless from and against any claims or charges asserted or filed against and any judgments, fines, penalties and assessments entered against Contractor arising from or as the result of the employment or engagement of any person inconsistent with the foregoing promises or the laws of the United States. In addition, should Subcontractor fail to comply with this section, Contractor shall have the right to rescind this Agreement and/or declare Subcontractor in default under this Agreement and as a result Contractor will be entitled to all direct, indirect, consequential, impact, or other costs, expenses, or damages, including but not limited to costs, loss of organization, lost profits, or

attorneys' fees and/or paraprofessional fees arising out of or as a result of Subcontractor's breach of this section. Furthermore, at Contractor's sole discretion and as a monetary remedy for such breach, Contractor may, as liquidated damages and not as a penalty, withhold all or any portion of payments owed to Subcontractor for any work completed but unpaid prior to Subcontractor's breach.

3.2 PATENT AND COPYRIGHTS. Subcontractor shall assume all liability for all royalties, licenses, patent fees, and any other charges made in connection with the use of patented or copyrighted processes in connection with its Work.

3.3 ENVIRONMENTAL. Contractor has developed the Lennar Environmental Management System ("LEMS") as a company-wide environmental management system to provide guidance to Contractor's employees, Subcontractors, and Sub-subcontractors on how to comply with applicable environmental requirements at Contractor's job sites. By signing this Agreement, Subcontractor acknowledges that it is responsible for understanding and complying with the specific environmental requirements applicable to the Work as well as ensuring that the Work does not interfere with efforts by Contractor employees or other Subcontractors and/or Sub-subcontractors to comply with environmental requirements. If requested by Contractor, Subcontractor will attend a pre-construction meeting where Contractor will further explain the LEMS and the environmental requirements applicable to the Job Site; however Subcontractor remains independently responsible for understanding and complying with all applicable environmental requirements regardless of whether a pre-construction meeting is held.

Further, it is acknowledged and understood that prior to the initiation of the Work at each Job Site, Subcontractor will inspect the Job Site, observe the environmental conditions of the Job Site, and review Contractor's environmental plans and specifications, including Contractor's Stormwater Pollution Prevention Plan or equivalent ("SWPPP"), wetlands or endangered species limitations, and dust control plan, and any Spill Prevention and Control Countermeasure Plan, or its equivalent, if applicable, and that Subcontractor has notice and knowledge of the environmental conditions of the Job Site. If, during the course of its performance of the Work, Subcontractor discovers a previously unidentified environmental condition, Subcontractor shall immediately notify Contractor and shall not proceed with any Work that would disturb such environmental condition without Contractor's approval.

Subcontractor shall take care not to damage any Best Management Practices ("BMPs") or Control Measures, as defined below, by the Work, and in the event Subcontractor causes such damage it shall immediately report such damage to Contractor and take appropriate measures to remedy such damage. Without limiting any of its other rights or remedies provided elsewhere in this Agreement (including its right to defense and indemnification by Subcontractor), Contractor may offset from any payments due Subcontractor, or otherwise recoverable from Subcontractor: (i) the costs to repair or replace any BMPs or Control Measures damaged by Subcontractor; and (ii) the costs of all fines, fees, expenses and other penalties sought against or incurred by Contractor due to, in whole or in part, (a) Subcontractor's violation of the obligations herein, (b) Subcontractor's violation of the Water Quality Requirements or Air Quality Requirements, as defined below, including violations arising from damage to BMPs or Control Measures caused by Subcontractor, (c) Subcontractor's interference with the implementation of the Water Quality and Dust Control Requirements by Contractor or by any other party responsible for implementing the Water Quality or Dust Control Requirements, (d) spills, releases, or discharges of hazardous, toxic, or other substances caused by Subcontractor; (e) Subcontractor's failure to comply with the requirements of Section 3.3.1 of this Agreement regarding hazardous and toxic substances; or (f) Subcontractor's failure to comply with the requirements of Section 3.3.2.1 of this Agreement regarding Spill Prevention, Control and Countermeasures for the Project/Job Site. Failure to satisfy the obligations in this paragraph shall be deemed a material default of this Agreement, and Contractor may, without prejudice to any other right or remedy, (i) withhold any payments to Subcontractor under this Agreement or otherwise until Subcontractor has remedied its failure, and/or (ii) terminate this Agreement, withhold payments otherwise due Subcontractor under this

Agreement or otherwise, and retain a separate Subcontractor to complete Subcontractor's obligations at Subcontractor's expense.

3.3.1 HAZARDOUS AND TOXIC SUBSTANCES. Prior to commencing the Work at a particular Job Site, Subcontractor shall complete the Material Safety Data Sheets ("MSDS") Addendum attached hereto as Schedule "6" wherein Subcontractor shall identify in writing all hazardous or toxic substances, as those substances are defined in the applicable environmental laws, to be used in performing the Work by Subcontractor, and shall provide MSDS to Contractor for those substances. Contractor may hold any payments otherwise due Subcontractor until such documentation is supplied. Subcontractor shall immediately notify Contractor in writing of all hazardous or toxic substances discovered during the performance of the Work or otherwise brought to the job site which were omitted from any previous notification(s) and promptly provide the MSDS on those substances to Contractor. Subcontractor shall not allow any hazardous or toxic substances on the job site unless (i) necessarily required for the performance of its Work, and (ii) Subcontractor has previously provided Contractor with MSDS sheets for those substances.

Subcontractor shall immediately notify Contractor of any spill, release or discharge of any hazardous or toxic substance by itself or any other person. As to any spill, release or discharge of any hazardous or toxic substance which is caused by Subcontractor or any of its employees, agents, Sub-subcontractors, customers, or invitees, Subcontractor shall, at its sole expense, immediately take all reasonable, necessary and legally required actions to (i) prevent the further spread of any spill, release or discharge, and (ii) take immediate action to properly clean up the spill, release or discharge (including without limitation any soil or water contaminated by such spill, release or discharge) in full compliance with all applicable laws and regulations and any directions from Contractor.

3.3.2 WATER QUALITY COMPLIANCE. Subcontractor shall comply, and shall ensure compliance by those acting by, through or under Subcontractor, with all applicable requirements regarding discharges to surface water or groundwater ("Water Quality Requirements") at Contractor's Job Sites. Water Quality Requirements include, but are not limited to, Contractor's SWPPPs; storm water permits, including the state construction general permit or federal construction general permit, whichever is applicable, and local storm water permits; federal, state, and local storm water rules, regulations, and ordinances, including requirements imposed by Municipal Separate Storm Sewer System entities; Clean Water Act Section 404 wetlands permits, regulations, and mitigation agreements; and streambed alteration agreements. Before beginning any Work at a particular Job Site, Subcontractor shall review applicable Water Quality Requirements, copies of which will be available at the Job Site or will be made available upon Subcontractor's request; however Subcontractor remains independently responsible for understanding and complying with Water Quality Requirements. If required by the Water Quality Requirements or requested by Contractor, Subcontractor shall sign and/or certify the SWPPP before beginning the Work. To the extent applicable to the Work, Subcontractor shall fully comply with and implement the SWPPP, including the BMPs described by the SWPPP. Subcontractor will ensure its workforce, including superintendent, leadspersons, and tradespersons, are trained in storm water management practices and BMPs that apply to the Work. Subcontractor agrees to provide documentation of employee storm water management training to Contractor upon request or if required in the SWPPP and to participate in Contractor's storm water "tailgate" meetings and to document attendance on forms provided by Contractor Subcontractor shall immediately notify Contractor of a regulatory inspection and any corrective action, notice of correction, notice of violation or any other type of regulatory enforcement action or notice whether written or verbal regardless of the nature or severity related to Water Quality compliance for the Project/Job Site and/or Subcontractor's Work.

3.3.2.1 SPILL PREVENTION CONTROL AND COUNTERMEASURES.
Subcontractor shall comply with all federal, state, and local spill prevention control & countermeasure ("SPCC") statutes, ordinances, rules and regulations, and any amendments thereto, including, but not limited to, the SPCC regulations contained in 40 CFR Part 112 ("SPCC Regulations"), and all amendments thereto; federal, state and local fire codes; federal and state Occupational Safety and Health Acts (O.S.H.A.); applicable Project/Job Site and facility specific SPCC Plans (as defined below), if any; and, SPCC Best Management Practices (BMPs) contained in the Project/Job Site SWPPP, while Subcontractor is mobilized on the Project/Job site or performing Work. In the event there is a conflict between SPCC requirements contained in documents that apply to Subcontractor's Work, (e.g. Fire Code, SPCC Plan or SWPPP), Subcontractor shall comply with the most stringent requirements that apply to Subcontractors Work.

Oil, for the purpose of this Section is defined by the SPCC Regulations, and includes, but is not limited to, petroleum, synthetic oils, gasoline, diesel, motor oil, hydraulic oil, waste oil, or grease. Subcontractor agrees not to mobilize any individual oil storage container with 55 gallons or more of oil storage capacity onto the Project/Job Site, if as a result of such mobilization, the cumulative oil storage capacity at Subcontractors "facility", as defined by the SPCC Regulations, or the cumulative oil storage capacity for the entire Project/Job Site will exceed 1,320 gallons in 55 gallon or larger containers, without either an express written approval from Contractor, or a Project/Job Site or a Subcontractor created "facility" specific SPCC Plan in effect, as described below. If Subcontractor mobilizes containers with 55 gallons or greater of oil storage capacity onto the Project/Job Site which cumulatively exceed an oil storage capacity in excess of 1,320 gallons (US) of oil, Subcontractor shall be required to develop, implement, and maintain an SPCC plan for Subcontractor's "facility" in accordance with all current federal, state and local statutes, ordinances, rules and regulations.

If required, Subcontractor agrees to: (1) develop an SPCC Plan in accordance with good engineering practices; (2) certify the SPCC Plan in accordance with the federal, state and local SPCC statutes, ordinances, rules and regulations; (3) deliver a true executed complete copy of the SPCC Plan, and all supporting documents to Contractor prior to mobilizing oil storage containers with the capacity to individually store 55 gallons or more of oil, and, to cumulatively store more than of 1,320 gallons of oil; (4) deliver any and all amendments to the SPCC Plan to Contractor at the time the amendment is added to the SPCC Plan; (5) implement and maintain the SPCC Plan in accordance with its terms; (6) notify Contractor in writing when the Subcontractors storage capacity no longer exceeds 1,320 gallons for the Project/Job Site; (7) allow Contractor to review and copy any or all SPCC Plan documents, including amendments, inspection reports, and training documentation; and (8) Subcontractor's SPCC Plan shall also provide a written commitment of manpower, equipment, and materials to expeditiously control and remove any quantity of oil discharged.

Contractor reserves the right to develop and implement an SPCC Plan, if Contractor so determines, in its sole and absolute discretion, for any "facility" at the Project/Job Site, or the entire Project/Job Site. If Contractor exercises this option for any reason, Subcontractor shall comply with Contractor's SPCC Plan in it's entirely. Contractor may request information from Subcontractor to include in a Contractor SPCC Plan, and Subcontractor agrees to provide the requested information to Contractor by the end of the fifth (5th) day following Contractor's written request, which may include, but is not limited to, any and all information concerning Subcontractors anticipated or actual oil storage capacity, the nature of the oil to be stored, the locations where the oil will be stored; an estimated inventory and oil storage capacity of containers with an oil storage capacity of 55 gallons or larger; secondary containment practices for all oil storage containers, spill response and clean up procedures to be implemented by Subcontractor in the event of a spill; and, documentation of training of Subcontractor's workmen with

SPCC responsibility. However, Subcontractor remains independently responsible for understanding and complying with the SPCC Regulations. At all times, Subcontractor shall supply workmen trained with the knowledge, expertise and experience to operate subcontractors oil storage facility, regardless of size or storage capacity, in accordance with all federal, state, and local regulations; the SWPPP; and, the SPCC plan if applicable.

Subcontractor shall immediately notify Contractor of a regulatory inspection and any corrective action, notice of correction, notice of violation or any other type of regulatory enforcement action or notice whether written or verbal regardless of the nature or severity related to SPCC compliance for the Project/Job Site and/or Subcontractor's "facility".

3.3.3 AIR QUALITY COMPLIANCE. Subcontractor shall comply, and shall ensure compliance by those acting by, through or under Subcontractor, with federal, state, and local air quality and dust control rules, regulations, and ordinances and Contractor's site-specific dust control plans and/or permits, if applicable (collectively "Dust Control Requirements"). Before beginning any Work, Subcontractor shall review the applicable Dust Control Requirements, copies of which will be available at the Project/Job Site or will be made available upon Subcontractor's request; however, Subcontractor remains independently responsible for understanding and complying with Dust Control Requirements. To the extent applicable to its work, Subcontractor shall fully comply with and implement the control measures described by the Dust Control Requirements ("Control Measures"), including work practices such as controlling off-site vehicle track-out and using only designated points of ingress and egress at the Job Site. Subcontractor shall immediately notify Contractor of a regulatory inspection and any corrective action, notice of correction, notice of violation or any other type of regulatory enforcement action or notice whether written or verbal regardless of the nature or severity related to Air Quality compliance for the Project/Job Site and/or Subcontractor's Work.

3.3.4 OTHER ENVIRONMENTAL REQUIREMENTS. The requirements in Sections 3.3.1, 3.3.2, 3.3.2.1 and 3.3.3 of this Agreement are not all-inclusive, and Contractor reserves the right to specify other environmental requirements with which Subcontractor shall comply.

3.4 SAFETY. Subcontractor is an independent contractor and shall be **solely responsible** for ensuring that its Work is performed in a safe manner. Nothing herein shall be deemed to be an exercise of control by Contractor of Subcontractor's safety obligations. Subcontractor shall take all reasonable and necessary safety precautions with regard to the Work, shall coordinate its safety precautions with other Subcontractors, Sub-subcontractors, and suppliers, shall comply with all safety requirements, laws, regulations, rules or ordinances of any authority (governmental or otherwise) responsible for the safety of persons or property. Subcontractor shall notify Contractor, both verbally and in writing, of all injuries to Subcontractor's employees within eight (8) hours of the injury. Failure to adhere to Contractor's safety policies, the safety requirements of this Agreement, or the job rules shall be deemed a material default of Subcontractor's obligations. Subcontractor agrees to comply with all health and safety programs, as well as any rules promulgated by Contractor, in furtherance of Subcontractor duties under the Occupational Safety and Health Act ("OSHA"). If in the opinion of Contractor the health and safety of any person or persons is endangered or appropriate safety measures are not being implemented, Contractor may (but is not required to) take such action as it deems necessary and appropriate, including without limitation, the following: (i) stop Subcontractor's Work or require Subcontractor to immediately remedy any unsafe condition caused by the Subcontractor at its own expense; (ii) shut the Project/Job Site down, in whole or in part, until any unsafe condition is remedied; (iii) remedy any unsafe condition caused by Subcontractor at Subcontractor's sole expense; (iv) terminate this Agreement and hold Subcontractor fully liable for any losses incurred by Contractor as a result of the Subcontractor-caused unsafe condition and such termination; (v) recover against Subcontractor all fines or penalties assessed by any authority (governmental or otherwise) and caused by or alleged to have

been caused by Subcontractor; and/or (vi) Assess safety violation penalties of up to $200 for each violation of jobsite safety rules or governmental safety laws, regulations, rules or ordinances. Contractor may backcharge or separately invoice the Subcontractor for such safety violation penalties. Subcontractor shall execute and provide a copy of the OSHA Addendum attached hereto as Schedule "7" and shall provide same to Contractor prior to commencement of the Work.

4. **JOB RULES:** Subcontractor is solely responsible for complying with and ensuring compliance by its employees and its Sub-subcontractors with (i) Contractor's Code of Safe Practices, (ii) other Contractor policies concerning safety, reasonable restrictions on use and access to the Project/Job Site by unauthorized personnel, and (iii) the other rules and policies concerning Subcontractor's work and as set forth in the "Job Rules" (attached hereto as Schedule "8"). Upon failure to so comply, Contractor may, in addition to the other remedies herein, stop Subcontractor's Work and/or terminate this Agreement.

5. **LIENS AND BOND CLAIMS:** Subcontractor shall keep the Work and the real property being improved by Subcontractor free and clear of any liens, stop notices, fund trapping notices, or bond claims of any kind whatsoever (collectively "Lien or Bond Claims"), to the extent such Lien or Bond Claims (a) relate to Subcontractor's Work, or (b) are for any monies due or allegedly due (i) Subcontractor or any Sub-subcontractor, (ii) any factoring company, lender (secured or unsecured), or (iii) any other entity claiming by, through, or under Subcontractor or any Sub-subcontractor (collectively the "Lien Claimants"). In the event a Lien or Bond Claim is filed or threatened to be filed by any Lien Claimant, Subcontractor shall, at Contractor's sole election, immediately (i) settle and resolve such claim and obtain a full waiver and release of the Lien or Bond Claim from the Lien Claimant, or (ii) provide a statutory bond acceptable to Contractor that will bond around or discharge such Lien or Bond Claim. Should Subcontractor fail to do so, Contractor may, without additional notice to Subcontractor, (i) settle, bond or discharge the lien or bond claim in any manner Contractor deems appropriate, and charge the costs thereof (including payment of the lien, stop notice or fund trapping notice, or bond claim amount, premiums for bonds, overhead, costs, and reasonable attorneys' fees and paraprofessional fees) to Subcontractor, and/or (ii) withhold further payments to Subcontractor under this Agreement or otherwise until Subcontractor has complied with its obligations herein. Contractor's obligation to pay such costs is not limited to any monies, if any, then due or to become due Subcontractor under any contract between Contractor and Subcontractor. Subcontractor has not and shall not assign any right or claim for payment from Contractor or any right to perfect a lien against the Work or real property to any third person. Any assignment or attempted assignment shall be unenforceable against Contractor, and shall be deemed a material default of this Agreement. Subcontractor shall include substantially identical language to this Section 5 in all subcontracts of any Sub-subcontractor, and shall also require that all Sub-subcontractors shall waive and release all liens and claims to liens as a condition to their receiving payment.

5.1 At Contractor's request, Subcontractor shall provide the following to Contractor: (i) proof of payment for labor, equipment or material or equipment supplied for the Work or any other obligation for payment arising from the Work; and (ii) an affidavit stating that every Sub-subcontractor has been paid in full up to and including the date of any payment application, along with the names of any such person or entity who has not been paid in full and the amount due each. If Contractor believes that Subcontractor's financial circumstances will affect Subcontractor's performance of its obligations herein, Contractor may take any other precautionary action it deems reasonably necessary to protect its interests including, without limitation, (i) the right to request additional financial assurances from Subcontractor, (ii) the right to require Subcontractor to post, at Subcontractor's cost, a payment bond, (iii) the right to withhold all or any portion of payments due Subcontractor as permitted by applicable law, or (iv) the right to make payments jointly to Subcontractor and any person claiming monies from Subcontractor or any Sub-subcontractor.

5.2 CONDITIONAL/UNCONDITIONAL LIEN WAIVERS. As a condition precedent to receiving each and any payment for Work as described in Section 12 hereof, Subcontractor shall execute and furnish to Contractor a Conditional Lien Waiver and Release Upon Progress Payment in substantially the form of "Conditional Waiver and Release Upon Progress Payment" (attached hereto as Schedule "9-A") acknowledging receipt of such payment to the extent

payment is actually received, and shall cause each of its Sub-subcontractors and suppliers to execute and provide to Contractor an Unconditional Lien Waiver and Release Upon Progress Payment in substantially the form of "Unconditional Waiver and Release Upon Progress Payment" (attached hereto as Schedule "9-B") acknowledging receipt of all payments due with respect to such Work for the previous month's work. If applicable, the Lien Waivers should exclude the retention amount as further defined in Section 12. Upon application for final payment for the Work, Subcontractor shall execute and furnish to Contractor a Conditional Lien Waiver and Release Upon Final Payment substantially in the form of "Conditional Lien Waiver and Release Upon Final Payment" (attached hereto as Schedule "9-C") to the extent such payment is actually received, and shall cause each of its Sub-subcontractors and suppliers to execute and provide to Contractor an Unconditional Lien Waiver and Release Upon Final Payment in substantially the form of "Unconditional Waiver and Release Upon Final Payment" (attached hereto as Schedule "9-D") acknowledging receipt of all payments due with respect to the Work. Within thirty (30) days of receipt of final payment, Subcontractor shall submit to Contractor an Unconditional Lien Waiver and Release Upon Final Payment in substantially the form of "Unconditional Waiver and Release Upon Final Payment" (attached hereto as Schedule "9-D"). The lien waivers required to be delivered to Contractor by Subcontractor under this Agreement may be photocopies or facsimile copies, and Subcontractor hereby acknowledges that should it provide a photocopy or facsimile of a lien waiver on behalf of itself or one of its Sub-subcontractors or suppliers, such photocopy or facsimile shall have the same legal force and effect as an original lien waiver. Subcontractor shall also comply with all procedural requirements of laws of the state that govern this Agreement with respect to the enforceability of such lien waivers. Regardless of this section, Subcontractor agrees to provide Contractor with labor, materials and supplies that are free and clear of any debt or lien against the labor, materials or supplies and, in addition to any other indemnification obligations under this Agreement, Subcontractor shall indemnify, defend, and hold Contractor harmless from and against any claim, loss, cost or expense relating to any debts or liens against the Property relating to the Work. Subcontractor shall include such requirements in each contract with its Sub-subcontractors and suppliers relating to the Work.

6. **CONTRACTOR'S EQUIPMENT:** Should Subcontractor or any Sub-subcontractor use equipment, scaffolding or other facilities of Contractor or another subcontractor, it is understood and agreed that (i) Subcontractor and Sub-subcontractor shall fully inspect and become familiar with the proper and safe use of such equipment, scaffolding or facilities, (ii) Subcontractor and Sub-subcontractor shall properly train and supervise their employees, Sub-subcontractors and suppliers in the proper and safe use of such equipment, scaffolding and facilities, and (iii) Subcontractor's or Sub-subcontractor's use of such equipment, scaffolding or facilities shall be at their sole risk. Subcontractor and Sub-subcontractor waive all claims and liability of any type or nature against Contractor and the owners or lessors of such equipment, scaffolding or other facilities, assumes the full risk of the operation thereof, and assumes full responsibility for any and all loss, cost, expense (including all attorneys' fees and paraprofessional fees), damage, or injury arising therefrom.

7. **SECURITY:** Subcontractor shall be solely responsible for providing security for the Work, tools, equipment, materials or other property. Regardless of whether Contractor provides security at the Project/Job Site, Contractor shall not be responsible for theft, vandalism or loss to any of Subcontractor's or Sub-subcontractor's work, tools, equipment, materials or other property.

8. **CLEAN UP:** Subcontractor shall maintain a tidy Job Site and Community and clean up and haul away all debris, rubbish, hazardous or toxic discharges and surplus materials ("Construction Debris") on a daily basis and properly dispose of such Construction Debris in an authorized trash bin or at a licensed or certified landfill. In addition, Subcontractor will leave the Job Site, subject property and, if applicable, the building premise(s) clean and in good order. These obligations are in addition to Subcontractor's obligations under any other section of this Agreement. If, after twenty-four (24) hours' notice by Contractor's representative to Subcontractor's representative, Subcontractor has not diligently proceeded

with the clean-up as outlined in this Section 8, then Contractor shall have the right to proceed with the clean-up at Subcontractor's expense.

9. **INSURANCE:** Before starting the Work, Subcontractor shall procure and maintain at its own expense the insurance set forth in the "Insurance Requirements" attached as Schedule "10", which requirements are incorporated by this reference as though set forth in full herein.

10. **EXPRESS WARRANTIES:** Subcontractor expressly warrants to Contractor, Contractor's customers, or any subsequent owner of a structure constructed by Contractor (collectively "Warranty Beneficiaries"), that its Work shall be performed in a good and workmanlike manner, free from defects in workmanship or materials, and in strict accordance with (i) the plans and specifications, (ii) any applicable manufacturer's specifications, recommendations or requirements, and (iii) all applicable industry standards, codes, or other rules or regulations applicable to the performance of the Work. This warranty section is in addition to warranties provided by law. Any portion of Subcontractor's Work not complying with the foregoing shall be considered defective. Subcontractor shall also require each of its Sub-subcontractors to give to Contractor the same warranty regarding the Sub-subcontractor's work. Subcontractor shall, within two (2) working days of notification by Contractor, repair or replace any defective Work unless the warranty work could not reasonably be performed within such time period, in which event the warranty work shall be performed as quickly as reasonably possible. In the event of an emergency (as determined by Contractor), the Subcontractor shall perform its warranty work within eight (8) hours.

10.1. Extended Warranties. In addition to the foregoing warranties, Subcontractor shall also, at Subcontractor's sole cost and expense (a) for a period of twelve (12) months from the date of acceptance of the Work by the requisite governmental authority, repair or replace any defective Work, and perform Contractor's obligations under any applicable warranty insurance programs, (the "One Year Warranty"); and (b) for a period of one hundred twenty (120) months from the date of acceptance of the Work by the requisite governmental authority, repair or replace any defective Work, and perform Contractor's obligations under any applicable warranty insurance programs, if applicable (the "Ten Year Warranty"). The foregoing obligations exist so long as the defect(s) arose or existed during the relevant extended warranty periods, and even if such defects were not observed until after the expiration of the extended warranty period. Should Contractor perform any of Subcontractor's warranty work (extended or otherwise), Subcontractor shall reimburse Contractor for the cost of repairing or replacing such defective Work. Notwithstanding anything to the contrary herein, should any state or federal law impose a warranty, express or implied, or any other obligation to repair, replace or pay for defective work arising from Subcontractor's Work that is longer than the time period set forth in this paragraph, Subcontractor's warranty obligation period shall be deemed to extend for the duration of the applicable state or federal law.

10.2 Manufacturer's Warranties. Prior to the earlier of completion and acceptance of the Work or upon the termination of this Agreement, Subcontractor shall provide Contractor with any and all applicable manufacturer's warranties on equipment or materials furnished pursuant to this Agreement. Subcontractor shall fully cooperate with Contractor in making any claim on any manufacturer's warranty.

11. **EXTRA WORK/CHANGES:** NO EXTRA WORK OR CHANGES TO THE WORK SHALL BE PERFORMED BY SUBCONTRACTOR OR PAID FOR BY CONTRACTOR UNLESS SUCH EXTRA WORK OR CHANGE TO THE WORK HAS BEEN AUTHORIZED IN WRITING BY CONTRACTOR AND AGREED TO BY SUBCONTRACTOR PRIOR TO PERFORMANCE THEREOF. ALL EXTRA WORK OR CHANGE TO THE WORK (EACH, A "CHANGE ORDER") MAY BE REQUESTED BY SUBCONTRACTOR IN WRITING AND SHALL INCLUDE AN ITEMIZATION OF THE REQUESTED CHANGE, TOGETHER WITH THE ESTIMATED COST OF THE CHANGES AND SHALL BE SUBMITTED TO CONTRACTOR ("REQUEST FOR CHANGE ORDER"). THE COST CHANGES SHALL INCLUDE ALL LABOR AND EQUIPMENT TO COMPLETE THE WORK AND SHALL BE BILLING RATES, WITH NO FURTHER MARKUPS TO BE ADDED, ALL EQUIPMENT SHALL INCLUDE FUEL, LUBRICATION, OPERATION AND ALL MAINTENANCE. NO OVERTIME PREMIUM WILL BE PAID ON

EQUIPMENT. FOLLOWING WRITTEN APPROVAL OF REQUEST FOR CHANGE ORDER BY CONTRACTOR, CONTRACTOR SHALL DELIVER TO SUBCONTRACTOR A CHANGE ORDER IN THE FORM ATTACHED HERETO AS SCHEDULE "11". IN THE EVENT THAT ADDITIONAL WORK IS UNDERTAKEN BY SUBCONTRACTOR PURSUANT TO AN APPROVED CHANGE ORDER, THE SUBCONTRACTOR RATES AND RENTAL RATES, ATTACHED HERETO AS SCHEDULE "13", SHALL PREVAIL.

THE CONTRACTOR MAY ISSUE WRITTEN CHANGE ORDERS EXECUTED BY AN OFFICER OF CONTRACTOR TO THE SUBCONTRACTOR VIA FACSIMILE, EMAIL, MAIL, OR BY HAND. SUCH CHANGE ORDERS SHALL NOT BE EFFECTIVE UNTIL EXECUTED BY THE SUBCONTRACTOR AND RETURNED TO CONTRACTOR. UPON EXECUTION OF SUCH CHANGE ORDERS BY CONTRACTOR AND SUBCONTRACTOR, SUBCONTRACTOR MAY COMMENCE THE WORK DESCRIBED IN THE CHANGE ORDER UPON ISSUANCE OF A NOTICE TO PROCEED BY CONTRACTOR. FAILURE OF SUBCONTRACTOR TO EXECUTE AND RETURN TO CONTRACTOR ANY SUCH CHANGE ORDER WITHIN TWENTY-FOUR (24) HOURS AFTER RECEIPT THEREOF SHALL CONSTITUTE SUBCONTRACTOR'S DISAPPROVAL OF SUCH CHANGE ORDER, AND, IN SUCH EVENT, WITHOUT FURTHER WRITTEN NOTICE FROM CONTRACTOR, SUBCONTRACTOR SHALL NOT COMMENCE THE WORK SET FORTH IN THE CHANGE ORDER.

12. PAYMENT: In consideration of the full and complete performance of the Work and all of the obligations of Subcontractor hereunder, Contractor agrees to pay to Subcontractor, subject to additions and deductions by Change Order as provided in this Agreement, the amount of $8,070.00 more particularly described as set forth in the Basis of Contract and Progress Billing Sheet attached hereto as Schedule "12" ("Contract Price"). Subcontractor shall execute and furnish to Contractor lien waivers and releases pursuant to Section 5.2 as a condition precedent to payment. Contractor has no obligation to pay Subcontractor for any Work performed prior to the issuance of the Notice to Proceed by Contractor. No payment shall be due unless Subcontractor has otherwise satisfied all obligations set forth in this Agreement.

12.1 Payment shall be made in accordance with Contractor's standard practices. Payment will only be considered for Work properly performed, and inspected and accepted by Contractor and/or the requisite governmental authority as of the date of the payment request. Once per month, Subcontractor shall submit to Contractor for its approval a fully completed "Application for Payment" using the Basis of Contract and Progress Billing Sheet attached hereto as Schedule "12" with respect to the portion of the Work completed during the Invoice Period (defined below) (simultaneously therewith sending copies thereof to such lender(s) of Owner ("Lenders"), if any, as Contractor may direct). An Application for Payment shall be based on the quantity of the Work completed (if this Agreement is a unit price contract) or the percentage of the Work completed (if this Agreement is a fixed fee/lump sum contract) during the period of time covered by the Application for Payment ("Invoice Period"), less a retention in the amount of ten percent (10%) of the portion of the Contract Price set forth on the Application for Payment ("Retention"), upon the terms and conditions set forth in this Agreement, and less any amounts previously paid by or credits to Contractor. The Application for payment shall allocate the entire Contract Price among the various portions of the Work, allocated by line item, and with Subcontractor's fee shown as a single line item. To the extent that Work is to be performed by a Sub-Subcontractor, the Sub-Subcontractor's name shall be included in a column next to the line item in the Basis of Contract and Progress Billing Sheet where Sub-Subcontractor is being billed through Subcontractor's progress payment. To the extent that more than one Sub-Subcontractor performs Work related to a single line item in the Basis of Contract and Progress Billing Sheet, each Sub-subcontractor billing shall be shown separately and subtotaled at the line item level. As a condition precedent to any payment, Subcontractor shall (i) submit an Application for Payment, and (ii) deliver executed lien waivers and releases in accordance with Section 5.2, and (iii) submit all other documentation reasonably required by Contractor to establish Subcontractor's entitlement to funds. No payment shall be deemed to constitute acceptance by Contractor of any defective or unacceptable Work.

12.2 All payments to Subcontractor are trust funds and shall first be used for the full payment of all Sub-subcontractors and suppliers. Subcontractor shall ensure that all Sub-subcontractors and suppliers are at all times fully and timely paid all amounts due in connection with the Work. Subcontractor shall immediately notify Contractor of any claims or disputes involving any Sub-subcontractor or supplier. When Contractor learns of any claim or dispute, Contractor may (i) withhold payments otherwise due Subcontractor until the claim or dispute is resolved to Contractor's satisfaction, (ii) issue joint checks to Subcontractor and any claimant, or (iii) deposit any disputed funds into the registry of a court of law. Subcontractor shall reimburse Contractor for any costs incurred by Contractor as a result of such claims or disputes. Should any dispute arise after payment by Contractor, Subcontractor shall immediately deposit any payments made relating to such labor or material into an interest-bearing account and shall only use this money to resolve such claims or disputes.

12.3 Contractor shall withhold Retention from each payment as provided by applicable law, and shall release such Retention when (i) Subcontractor has fully performed its obligations herein (save and except future extended warranty obligations), (ii) Subcontractor has provided final lien releases and waivers (conditioned only upon receipt of the Retention) from itself and all Sub-subcontractors and suppliers, (iii) the Work has been accepted by the requisite governmental authority, and (iv) the legal time period for holding such Retention has expired. In the absence of any legally required amount, the maximum Retention shall equal ten (10%) percent of each payment.

12.4 Contractor may, at its option, issue, file, and/or record with the appropriate regulating agency, a Notice of Completion. By issuing, filing, and/or recording the notice of completion, Contractor does not release the Subcontractor from any of Subcontractor's obligations under this Agreement and/or any Change Order issued hereunder. Without limiting the generality of the foregoing, in no event shall the issuance, filing, and/or recordation of a notice of completion be deemed to commence any warranty obligations with respect to the Work performed by Subcontractor, as such warranty obligations are set forth in this Agreement.

12.5 Subcontractor acknowledges that timely submission of requests for payment is a critical aspect of payment under the terms of this Agreement and is material consideration on Contractor's part in entering into this Agreement. Requests for payment submitted more than one hundred twenty (120) days after performance of the Work or delivery of materials would result in additional administrative costs for Contractor and substantial increased project costs. As a result, Contractor and Subcontractor agree that payment for any and all invoices submitted more than one hundred twenty (120) days from the date of performance of the Work or delivery of materials shall, to the fullest extent permitted by applicable law, be waived and Contractor shall have no obligation to make payment to Subcontractor therefore, and Subcontractor shall have no lien rights for the Work or materials for which payment was waived under this 120-day provision. Further, Subcontractor expressly agrees to indemnify and defend Contractor should a lien be filed on any property in connection with labor or materials, for which payment was waived under this 120-day provision, to the fullest extent permitted by applicable law. This provisions does not affect Subcontractor's rights, or the rights of any subcontractor providing labor or materials to timely seek full payment; restrict or limit the constitutional or statutory right to file and record liens or stop notices for non-payment; or take all steps reasonably necessary to preserve its lien and bond rights as permitted by law. Subcontractor shall include notice of this requirement in each contract with its Sub-subcontractors and suppliers relating to the Work.

13. **REMEDIES AND TERMINATION:** In addition to and without limiting Contractor's other remedies set forth herein or as otherwise provided by law, Contractor shall have the following rights:

13.1 If Subcontractor shall file for or be adjudged bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if Subcontractor should persistently or repeatedly refuse or should fail, in the reasonable opinion of Contractor, to supply enough properly skilled workmen or proper materials

or make delivery of materials as required, or if such materialmen or laborers for material supplied or Work performed disregard laws, ordinances, job rules, or instructions, or if Subcontractor fails to make prompt and proper payment for labor, materials, equipment or services provided by, through or under Subcontractor, or if Subcontractor fails to remedy defective Work or fails to perform warranty services or repairs within the time periods set forth in this Agreement, or should Subcontractor cause damage to the work of another subcontractor and/or Sub-subcontractor, or if Contractor is fined by any governmental agency on account of or arising out of the violation by Subcontractor or any Sub-subcontractor of any law, or should Subcontractor fall in Contractor's sole judgment to prosecute its Work diligently and promptly, or if Subcontractor otherwise breaches any of its obligations in this Agreement or any of its other agreements with the Contractor division for which Subcontractor is performing the Work herein, or if Contractor has a reasonable basis to believe that Subcontractor will not be able to properly perform all of its obligations in this Agreement, Contractor may, without prejudice to any other right or remedy in this Agreement or any law and after giving Subcontractor forty-eight (48) hours' written notice, (i) terminate this Agreement and take possession of Subcontractor's materials, tools, equipment and appliances thereon and finish the Work by whatever method it may deem expedient in its sole discretion, (ii) withhold payment otherwise due Subcontractor until the Work is completed and accepted, or until defective Work is remedied, or until warranty services are properly performed, or until such breach has been remedied, (iii) stop the Work until such breach has been cured to Contractor's satisfaction, and/or (iv) furnish or cause to be furnished additional labor or materials at Subcontractor's expense. If the costs of completing the Work, furnishing additional labor or materials, or remedying Subcontractor's breach do not exceed the unpaid balance under the Agreement, and if Subcontractor is otherwise entitled to receive payment, Contractor shall pay the difference (less a reasonable sum to ensure Subcontractor's performance of any remaining warranty obligations) to Subcontractor upon completion of the Work. If such expenses of completing the Work or remedying Subcontractor's breach exceed the unpaid balance under the Agreement, Contractor may offset the difference against any amounts due Subcontractor under this Agreement or other contract, or other agreement. Upon demand, Subcontractor shall pay the difference to Contractor plus any and all costs, expenses and attorneys' fees and paraprofessional fees incurred by Contractor in enforcing or performing any of Subcontractor's obligations under this Agreement.

13.2 Contractor shall also have the right to terminate this Agreement without cause and for Contractor's convenience. In such event, Subcontractor shall be paid only for that Work actually performed as of the date of termination, and Subcontractor waives recovery for any other costs or damages, direct or consequential including without limitation prospective profits, on Work not performed.

13.3 Should Subcontractor breach any of its obligations in this Agreement, Contractor shall be entitled to recover against Subcontractor any reasonable and necessary attorneys' fees and paraprofessional fees, costs and expenses incurred by Contractor in pursuing claims against Subcontractor.

14. **DEFENSE AND INDEMNITY: TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AND IN CONSIDERATION OF THE SUM OF ONE HUNDRED DOLLARS ($100.00), WHICH SUM IS INCLUDED IN THE PRICE(S) ESTABLISHED UNDER THE WORK AGREEMENT(S), THE ADEQUACY AND RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, SUBCONTRACTOR HEREBY AGREES TO UNCONDITIONALLY DEFEND, INDEMNIFY AND HOLD HARMLESS CONTRACTOR, ITS PARENT, AFFILIATES, SUBSIDIARIES, PARTNERS, JOINT VENTURERS, OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS, EMPLOYEES, INSURERS, SURETIES, ANY OWNER OF REAL PROPERTY IMPROVED OR ALLEGED TO HAVE BEEN IMPROVED BY THE SUBCONTRACTOR, OR ANY OF THEM (COLLECTIVELY "INDEMNITEES") AGAINST ANY AND ALL CIVIL OR CRIMINAL LIABILITIES, COSTS, EXPENSES, CLAIMS, DEMANDS, CAUSES OF ACTION, LIEN CLAIMS, THREATS OF LIENS, STOP NOTICES, FUND TRAPPING NOTICES, BOND CLAIMS, PENALTIES, FINES, CITATIONS, LOSSES, AND DAMAGES (INCLUDING COURT COSTS, ATTORNEYS' FEES AND PARAPROFESSIONAL FEES, AND COSTS OF INVESTIGATION), OF ANY**

NATURE, KIND, OR DESCRIPTION, ARISING OUT OF, IN CONNECTION WITH, CAUSED BY, ALLEGED TO HAVE BEEN CAUSED BY, OR RESULTING FROM, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, (1) THE WORK, LABOR, MATERIALS, EQUIPMENT OR SERVICES PERFORMED OR SUPPLIED OR ALLEGED TO HAVE BEEN PERFORMED OR SUPPLIED BY SUBCONTRACTOR OR ANY OF ITS SUB-SUBCONTRACTORS, (2) ANY ACT OR OMISSION OF SUBCONTRACTOR OR ANY OF ITS SUB-SUBCONTRACTORS, OR (3) ANY ACT OR OMISSION OF CONTRACTOR OR CONTRACTOR'S OTHER SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR SUPPLIERS OR ANY OF THEIR EMPLOYEES, AGENTS, INVITEES OR ANY PERSON ACTING BY, THROUGH OR UNDER CONTRACTOR OR CONTRACTOR'S OTHER SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR SUPPLIERS (COLLECTIVELY "LIABILITIES"). THE OBLIGATIONS OF SUBCONTRACTOR UNDER THIS INDEMNIFICATION SHALL APPLY TO LIABILITIES EVEN IF SUCH LIABILITIES ARISE FROM OR ARE ATTRIBUTED TO THE CONCURRENT NEGLIGENCE OF ANY INDEMNITEE. NOTWITHSTANDING THE FOREGOING, SUBCONTRACTOR SHALL NOT BE OBLIGATED UNDER THIS AGREEMENT TO INDEMNIFY THE INDEMNITEES TO THE EXTENT SUCH LIABILITIES RESULT FROM THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE. SUBCONTRACTOR SHALL, AT ITS EXPENSE, ASSUME THE DEFENSE OF THE INDEMNITEES, OR ANY OF THEM, AND SHALL CONDUCT SUCH DEFENSE WITH DUE DILIGENCE AND IN GOOD FAITH WITH COUNSEL SATISFACTORY TO CONTRACTOR. SHOULD SUBCONTRACTOR BREACH ITS DEFENSE AND INDEMNITY OBLIGATIONS, CONTRACTOR MAY, AND WITHOUT RELIEVING SUBCONTRACTOR OF ITS INDEMNITY OBLIGATIONS, ASSUME ANY DEFENSE OBLIGATION AND TRY OR SETTLE SUCH CLAIM, AND SUBCONTRACTOR (1) SHALL REIMBURSE CONTRACTOR FOR ALL COSTS AND EXPENSES INCURRED OR PAID BY ANY INDEMNITEE IN THE DEFENSE, SETTLEMENT, TRIAL, MEDIATION OR ARBITRATION, AND (2) PAY ANY JUDGMENT OR AWARD OBTAINED AGAINST THE INDEMNITEES OR ANY OF THEM. NEITHER THE INDEMNITY OBLIGATIONS UNDER THIS SECTION, NOR ANY COMMON LAW AND/OR STATUTORY CONTRIBUTION RIGHTS OR OTHER RIGHTS OF CONTRACTOR OR ANY INDEMNITEE, SHALL BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGE, COMPENSATION, OR BENEFITS PAYABLE BY OR FOR THE SUBCONTRACTOR OR CONTRACTOR UNDER INSURANCE POLICIES, WORKERS' COMPENSATION ACTS, DISABILITY BENEFIT ACTS, OR OTHER EMPLOYEE BENEFIT ACTS. THIS PROVISION IS SEPARATE AND DISTINCT FROM, AND IN ADDITION TO, ANY OTHER PROVISION OR SECTION IN THIS AGREEMENT, INCLUDING ANY PROVISION OR SECTION CONCERNING INDEMNIFICATION AND PROCUREMENT OF INSURANCE. IT IS SPECIFICALLY AGREED WITH RESPECT TO ANY LEGAL LIMITATIONS NOW OR HEREAFTER IN EFFECT AND AFFECTING THE VALIDITY OR ENFORCEABILITY OF THE INDEMNIFICATION OBLIGATION UNDER THIS SECTION, THAT SUCH LEGAL LIMITATIONS ARE MADE A PART OF THE INDEMNIFICATION OBLIGATION AND SHALL OPERATE TO AMEND THE INDEMNIFICATION OBLIGATION TO THE MINIMUM EXTENT NECESSARY TO BRING THE PROVISION INTO CONFORMITY WITH THE REQUIREMENTS OF SUCH LIMITATIONS, AND AS SO MODIFIED, THE INDEMNIFICATION OBLIGATION SHALL CONTINUE IN FULL FORCE AND EFFECT, EVEN AFTER COMPLETION OF THE WORK OR TERMINATION OF THIS AGREEMENT. EXCEPT AS EXPRESSLY PROVIDED OTHERWISE, IT IS THE SPECIFIC INTENT OF THIS INDEMNITY THAT THE SUBCONTRACTOR IS INDEMNIFYING THE INDEMNITEES FROM ACTS OF NEGLIGENCE OF INDEMNITEES.

In any and all claims against Contractor hereunder by any employee of Subcontractor or any employee of any other person or entity acting by, through or under Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Subcontractor or any Sub-subcontractor or supplier under workers' or workmen's compensation acts, disability acts or other employee benefit acts, and Subcontractor expressly waives any right it may have to assert such limitation. Subcontractor expressly waives any right of subrogation that it or its insurers may have against the Indemnitees or any of them. In addition, in no event shall Subcontractor's obligations hereunder be limited to the extent of any insurance available to or provided by Subcontractor. The indemnity obligations in this Agreement shall not be limited by the insurance required to be provided by Subcontractor pursuant to this Agreement; nor shall the insurance requirements of this Agreement be limited by the indemnity obligations of this Agreement.

15. **ARBITRATION: IF ANY CLAIM OR CONTROVERSY THAT ARISES OUT OF OR RELATES TO, DIRECTLY OR INDIRECTLY, THIS AGREEMENT OR ANY DEALINGS BETWEEN THE PARTIES CANNOT BE SETTLED BY THE PARTIES WITHIN SIXTY (60) DAYS AFTER CONTRACTOR IS FIRST PROVIDED WRITTEN NOTICE OF THE CLAIM OR CONTROVERSY BY SUBCONTRACTOR, THE PARTIES AGREE TO FIRST TRY IN GOOD FAITH TO SETTLE THE DISPUTE BY MEDIATION PURSUANT TO THE CONSTRUCTION INDUSTRY MEDIATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION. IF THE CLAIM OR CONTROVERSY IS NOT SETTLED BY MEDIATION, THE CLAIM OR CONTROVERSY SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION PURSUANT TO THE CONSTRUCTION INDUSTRY ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION, AND JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. SHOULD A CLAIM OR CONTROVERSY ARISE BETWEEN CONTRACTOR AND A BUYER OF A RESIDENCE REGARDING MATERIALS SUPPLIED OR WORK PERFORMED BY OR THROUGH SUBCONTRACTOR, SUBCONTRACTOR AGREES TO PARTICIPATE AS A PARTY IN, AND BE BOUND BY, ANY MEDIATION AND ARBITRATION PROCEEDINGS BETWEEN CONTRACTOR AND THE BUYER. SUBCONTRACTOR SHALL INCORPORATE PROVISIONS IN ALL AGREEMENTS WITH ITS LOWER TIER SUBCONTRACTORS EXECUTED BY SUBCONTRACTOR WITH RESPECT TO THE WORK REQUIRING ANY AFFECTED LOWER TIER SUBCONTRACTOR TO PARTICIPATE IN, AND BE BOUND BY, SUCH ARBITRATION. NOTWITHSTANDING THE FOREGOING, IN THE EVENT CONTRACTOR IS NAMED IN A LAWSUIT OR OTHER ACTION BROUGHT BY ANY THIRD PARTY (INCLUDING ANY INDIVIDUAL CLAIMING TO BE AN EMPLOYEE OF SUBCONTRACTOR) AND CONTRACTOR IS UNABLE TO COMPEL BINDING ARBITRATION OF SUCH LAWSUIT OR ACTION, THEN CONTRACTOR SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO BRING A THIRD PARTY ACTION AGAINST SUBCONTRACTOR IN WHATEVER FORUM THE UNDERLYING LAWSUIT OR ACTION IS PENDING.**

16. **INDEPENDENT CONTRACTOR/AUTHORITY:** Subcontractor is acting as an independent contractor and not a partner or joint venture of Contractor. Subcontractor is solely responsible for the employment, acts, errors, omissions, control and direction of its employees, agents, and Sub-subcontractors. Nothing contained in this Agreement shall authorize or empower Subcontractor to assume or create any responsibility whatsoever, express or implied, on behalf of or in the name of Contractor, or to bind Contractor in any manner, or make representation, warranty, or commitment on behalf of Contractor, or purchase materials or otherwise incur debts in Contractor's name.

17. **CONTRACTOR REGULATION:** To the extent required by law, Subcontractor warrants that it is licensed to perform the Work under this Agreement. Subcontractor shall maintain all required permits and licenses in good standing at all times.

18. **CUSTOMER APPRECIATION GIFTS OR EVENTS:** Contractor periodically gives its Subcontractors and Subcontractors' employees customary and nominal tokens of its appreciation, such as logo and non-logo apparel, rounds of golf, spa days, meals, materials and other "customer appreciation" gifts or outings. Subcontractor acknowledges and agrees that this is customary in the industry and does not constitute an attempt to improperly influence Subcontractor or Subcontractor's employees and does not and will not give rise to any claims for civil or criminal misconduct. Contractor fully understands that as a consequence of accepting any tokens of appreciation from Contractor, Subcontractor or Subcontractor's employees will be under no obligation to Contractor other than those contained in this Agreement. In order to ensure that Subcontractor is aware of this practice, Subcontractor expressly agrees that Contractor may, *at Contractor's sole discretion, without any obligation on the part of Contractor and without further notice to Subcontractor,* provide similar tokens of appreciation to Subcontractor or Subcontractor's employees without the need to obtain additional written or verbal consent from Subcontractor.

19. **NO GIFTS:** Neither Subcontractor nor any partner, director, employee, or agent of Subcontractor shall, without specific written authorization of Contractor, give to or receive from any person or entity, including without limitation, any officer or employee of any governmental or quasi-governmental agency,

department, or instrumentality, any commission, fee, rebate, gift or loan of significant cost or value in connection with or as a result of Subcontractor's Work provided hereunder (excluding Gifts from Contractor pursuant to Section 18), to influence any decision, or to gain any other advantage for Contractor or Subcontractor. Subcontractor shall not (a) enter into any business arrangement with any partner or employee of Contractor, or any affiliate of same other than one acting in a capacity as a representative of Contractor or such affiliate in accordance with this Agreement and with the prior written approval of Contractor or (b) engage in any employment or enter into any contract or agreement that conflicts with Subcontractor's obligations under this Agreement. In the event of a violation of this Section, Subcontractor shall pay to Contractor any and all amounts received by Subcontractor or any other individual or entity described above, however, such payment shall not limit, or operate as a waiver of, any other legal or equitable rights which Contractor may have against Subcontractor at law, in equity, or under this Agreement. Due to the nature of this transaction and the potential exposure to various forms of fines, penalties, sanctions and other damages to Contractor's business and reputation, all of which are, at the date of executing this Agreement, impractical and extremely difficult to ascertain in advance, Contractor and Subcontractor agree that if Contractor terminates this Agreement due to the breach of this Section, then, as the monetary remedy for such breach and at Contractor's election and, as liquidated damages and not as a penalty, Subcontractor agrees that Subcontractor shall not be paid any amounts billed but unpaid for Subcontractor's compensation for Work completed prior to the termination date, as provided in Section 13. This provision shall not be construed as a waiver of Contractor's right to obtain temporary or permanent injunctive relief for any breach or threatened breach by Subcontractor of this Section. In addition to the remedies available under this Section, and at Contractor's election, Contractor shall also be entitled to injunctive remedies for breach of this Section, including without limitation, rescission.

20. **STANDARDS OF BUSINESS ETHICS:** Subcontractor represents that it has not and will not receive or give gifts or gratuities, nor participate in any other conduct in connection with this Agreement that violates the Standards of Business Ethics and Conduct of Contractor ("Contractor's Business Ethics") (*see* www.Lennar.com). Should any employee of Contractor or any of its Trade Partners engage in any conduct which Subcontractor believes is in violation of Contractor's Business Ethics, Subcontractor shall immediately notify Contractor's representatives in writing at the address provided herein. Violation of Contractor's Business Ethics by Subcontractor shall be deemed a material breach of this Agreement by Subcontractor.

21. **MISCELLANEOUS:**

21.1 Contractor and Subcontractor acknowledge that they have read, understand, and have had the opportunity to be advised by legal counsel of their own choosing as to each and every one of the terms, conditions, and restrictions and the effect of all the provisions of this Agreement. Contractor and Subcontractor agree that the provisions shall not be construed more strictly against the party who prepared the document.

21.2 Neither this Agreement nor any Work to be performed under this Agreement nor the right to payment under this Agreement shall be assigned by Subcontractor without the written consent of Contractor, which consent may be withheld at Contractor's sole discretion.

21.3 This Agreement may be assigned by Contractor to any mortgagee or subsequent owner of the Project who assumes Contractor's obligations under this Agreement. Subcontractor shall perform the Work and fulfill its obligations hereunder for the benefit of such assignee, so long as the assignee is making proper payment to Subcontractor. In the event of such assignment, Contractor shall be relieved of all liability accruing after such assignment. This Agreement shall be binding on the successors, heirs and permitted assigns of the parties.

21.4 This Agreement, the attached Schedules, Addenda and Change Order(s) issued by Contractor to Subcontractor embody the entire agreement between Contractor and Subcontractor and supersede any prior understandings or oral or written agreements between the parties. This Agreement, including this provision, cannot be amended except by written instrument executed by Contractor and Subcontractor. Invalidation of any term or condition of this Agreement by

judgment, arbitration award or court order or otherwise shall not affect the validity or enforceability of the remaining terms and conditions.

21.5 All notices given under this Agreement shall be in writing personally delivered or mailed certified or registered return receipt requested postage prepaid. Notices to Contractor and Subcontractor will be sent to the addresses noted in this Agreement. Either party may change the address at which it will receive notice by giving written notice in accordance with this provision.

21.6 If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect provided that the economic and legal substance of the transactions contemplated is not affected in any manner materially adverse to any party. In the event of any such determination, the parties agree to negotiate in good faith to modify this Agreement to fulfill as closely as possible the original intent and purposes hereof. To the extent permitted by law, the parties hereby to the same extent waive any provisions of law that renders any provision hereof prohibited or unenforceable in any respect.

21.7 In no event shall either party be entitled to any interest on any sum due hereunder in excess of that permitted by applicable law. Notwithstanding anything to the contrary herein, any reference herein to interest accruing on any sum due hereunder shall be deemed to be the lower of: the interest rate stated herein or the maximum rate allowed by law.

21.8 TIME IS OF THE ESSENCE IN THIS AGREEMENT. Any covenants, terms and conditions of a continuing nature shall survive final payment, completion, and acceptance of the Work under this Agreement and any termination or conclusion of this Agreement and Subcontractor has taken into consideration and made allowances for all the hindrances and delays incident to its Work.

21.9 This Agreement shall be deemed entered into in the state where the Project or Job Site is located and shall be interpreted and applied in accordance with the laws of the state where the Project or Job Site is located.

21.10 Subcontractor agrees to perform all of its obligations in strict accordance with the terms of this Agreement and in strict accordance with any contract and/or agreement between Contractor and any owner of the property being improved, and in complete satisfaction of such contract and/or agreement between Contractor and such owner. Such contract and/or agreement, to the extent applicable to Subcontractor's Work, shall be deemed to be a part of this Agreement.

21.11 The venue for any disputes between Contractor and Subcontractor shall be as follows: (i) Third Party Actions – If Contractor is involved in litigation or arbitration with a third party and Contractor or any other party joins Subcontractor as a party to the litigation or arbitration, Subcontractor consents to be joined in that same venue; and (ii) Other Actions or Disputes – In all other situations, venue shall be in the state court located in the state and county where the Project or Job Site is located.

21.12 Upon reasonable notice, at reasonable times, and at Contractor's cost, Contractor or a third-party retained by Contractor shall have the right to access and audit Subcontractor's books, records and documentation for the purpose of auditing Subcontractor's performance of its obligations under this Agreement. Subcontractor shall cooperate by identifying and gathering documentation relating to Subcontractor's performance of its obligations.

21.13 Subcontractor shall, upon Contractor's request and at Subcontractor's cost, provide training to Contractor and its Trade Partners as to any product or service provided by

Subcontractor. Subcontractor and Contractor shall reasonably cooperate in choosing the time, place and frequency of such training.

21.14 To the extent of any conflict or inconsistency between the terms and conditions of the documents set forth below, whether existing or entered into at a later date, the documents shall prevail and take precedence in the order listed below:

a. This Agreement;
b. Any Change Order;
c. Any other agreements between Subcontractor and Contractor.

21.15 By signing below, the undersigned certifies that he or she is authorized to execute this Agreement and is taking this action with full authority from the principal.

21.16 This Agreement may be executed in any number of counterparts, a complete set of which shall be deemed to be an original and all of which together shall comprise but a single instrument. Signatures may be given via facsimile transmission and shall be deemed given as of the date of the transmission of this Agreement by facsimile to the other party.

21.17 Subcontractor acknowledges and understands that all information relating in any way to Contractor or its business or affairs, whether written or oral, obtained by Subcontractor in connection with the Work provided as part of this Agreement or otherwise and any information regarding the nature and extent of this Agreement ("Confidential Information"), shall, unless otherwise specified by Contractor in writing be deemed confidential. Subcontractor acknowledges and understands that Subcontractor's unauthorized disclosure of any Confidential Information would be extremely prejudicial to Contractor.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Lennar Carolinas, LLC
"Contractor"
By: _____
Name: _____
Title: _____
By: _____
Name: _____

Landsite Services, Inc.
"Subcontractor"
By: Byron Bradley
Print Name: Byron Bradley
Title: President

Fed I.D. No
License No.

SCHEDULE "1"
SCOPE OF WORK

[NOTE: Attach Scope of Work here.]

See attached Lennar Grading Specs.

SCHEDULE "2"
PROJECT LOCATION/JOB SITE/LEGAL DESCRIPTION

Real Property in an unincorporated area [or City of Summerville., County of Berkeley, State of SC described as follows

(Insert legal description here and modify this description as it changes from phase to phase)

Area of the Spring Grove Subdivision – The Abbey – as shown on that certain Plant recorded at ROD, Plat Cabinet P, Page 169-P – Berkeley County

SCHEDULE "3"
LIST OF SUB-SUBCONTRACTORS

List of Sub-Subcontractors
(Labor, Materials, Equipment, Supplies and/or Supervision)

List below the name and business address of each Sub-subcontractor approved by Contractor who will perform any portion of the Work under the Agreement. Also list the portion of the Work which will be done by such Sub-subcontractor. The listing of more than one Sub-subcontractor for each item of Work to be performed with the words "and/or" is not permitted.

WORK TO BE PERFORMED	% OF TOTAL CONTRACT	SUB-SUBCONTRACTOR'S NAME AND ADDRESS

SCHEDULE "4"
PLANS AND SPECIFICATIONS

SCHEDULE "5"
NOTICE TO PROCEED

Notice is hereby given by Contractor's Representative that on this 5th, day of April, 2013, ("Subcontractor"), is directed to commence construction of Work pursuant to Contract No ("Agreement").

Subcontractor has working days from this date within which to complete the Work as set forth in the Agreement. Time is of the essence with respect to the Agreement and, accordingly, Subcontractor promises to complete the Work within the specified period of time or be liable for liquidated damages, as stipulated in the Agreement.
[Include clear description of work to be completed, plans w/ dates, reports (Sent to Subcontractor by the Soils Engineer)]

Agreed to and accepted this 5th day of April,, 2013.

LANDSITE SERVICES, INC

By: Byron Bradley

Name: Byron Bradley

Title: president

LENNAR CAROLINAS, LLC

By: _____

Name: _____

Title: _____

SCHEDULE "5-A"
CONSTRUCTION SCHEDULE

SCHEDULE "6"
MSDS ADDENDUM

Subcontractor Name: LANDSITE SERVICES, INC.

Subject: **"HAZARDOUS MATERIALS DISCLOSURE STATEMENT"**

Please be informed that you are obligated by federal law and regulations, including the Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 *et seq*) and OSHA Hazard Communications Standards, 29 C.F.R. § 10910.1200 and Appendix A thereto, and other state law, local laws and regulations and governing agencies to disclose in writing to Contractor any Hazardous Materials being used or stored on any of Contractor's projects along with all applicable "Material Safety Data Sheets".

To comply with the "Hazardous Materials Compliance Program" being implemented by **[LENNAR CAROLINAS, LLC]** Hazardous Materials information will be on file in each construction site office for your employees' review.

If you are working on more than one project or job site, each project or job site shall be disclosed to Contractor separately.

If you will use no Hazardous Materials at the Project/Job Site for completion of your Work, please sign the Acknowledgment below and indicate "Not Applicable" and return to Contractor with your executed Agreement. Your signature below constitutes a representation and warranty that no Hazardous Materials will be used on the Project/Job Site unless and until Subcontractor complies with all obligations arising under the Agreement.

If you will be using any Hazardous Materials at the Project/Job Site in completing the Work which is known as of the date of this Agreement, Subcontractor shall attach to this Addendum as Schedule "6-A" the required listing of all such Hazardous Materials, and shall deliver this executed Addendum, including Schedule "6-A", and all applicable MSDS forms with your executed Agreement. Your signature below constitutes a representation and warranty that only those Hazardous Materials reflected on Schedule "6-A" for which MSDS forms are provided to Contractor will be used on the Project/Job Site, and that Subcontractor will comply with all obligations arising under the Agreement to provide additional information with respect to any additional Hazardous Materials which are later required to be utilized in the performance of the Work during the term of the Agreement.

Compliance with this procedure will be monitored by Contractor in the same way as compliance with our insurance requirements is monitored. Failure to comply can delay approval and payment of your invoices.

If you have any questions, please contact our office.

Acknowledgment:

Applicable ____ Non Applicable ____

Date: ___/___/_____

SUBCONTRACTOR:

LANDSITE SERVICES, INC.

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

SCHEDULE "6-A"
LIST OF HAZARDOUS MATERIALS

SCHEDULE "7"
OSHA ADDENDUM

To: Subcontractor

This Addendum will confirm that Subcontractor is fully cognizant of all relevant occupational safety and health statutes, regulations, and orders applicable to Subcontractor's performance of the Work, including, without limitation, the provisions of the federal Occupational Safety and Health Act of 1970 (29. U.S.C. § 651 *et seq.*) and federal regulations adopted under the act, and any relevant state and local laws and regulations. Subcontractor hereby acknowledges compliance with all of the same.

Subcontractor agrees to abide by the all of the above-referenced statutes, rules, regulations, and orders, and to take all steps to ensure that all employees on the jobsite covered by the Agreement will be fully knowledgeable of the rules as well. To facilitate Subcontractor's compliance with these obligations, a copy of any relevant regulations or orders will be provided to Subcontractor within ten (10) business days after Subcontractor's written request to Contractor for such regulations or orders.

Acknowledgment:

Date: 4/8/13

SUBCONTRACTOR:

LINDSITE SERVICES, INC.

By: Byron Bradley

Name: Byron Bradley

Title: President

By: _____

Name: _____

Title: _____

SCHEDULE "8"
JOB RULES

1. Notwithstanding any contrary language in any agreement between Subcontractor and any third person, including any labor organization, neither Subcontractor nor any Sub-subcontractor shall allow any person access to the Project/Job Site unless they are directly and actively engaged in the performance of the Work. No unauthorized persons (e.g., members of the general public, off-duty employees, family members, solicitors, visitors, vendors, sales persons, officials of labor organizations, prospective homeowners, etc.) shall be allowed on the Project or Job Site without Contractor's written consent. Access by any unauthorized person shall be considered unlawful trespass and a material breach of this Agreement.

2. Hard-hats, eye and hearing protection, proper scaffolding, equipment safety devices, and all other appropriate clothing and safety devices are required at all times and in all locations at the Project or Job Site for Subcontractor and any Sub-subcontractor. If Subcontractor observes any other Subcontractor violating this requirement, Subcontractor shall immediately report such violation to Contractor.

3. **CONSUMPTION OF ALCOHOL OR ILLEGAL SUBSTANCES EITHER BEFORE OR DURING PERFORMANCE OF THE WORK IS CAUSE FOR IMMEDIATE SUSPENSION OF WORK AND TERMINATION OF THIS AGREEMENT.** Subcontractor shall not allow any person acting by, through or under Subcontractor to be on the construction site or perform any part of the Work (a) while under the influence of alcohol or any drugs or controlled substances, or (b) if there is (i) any suspicion of alcohol or drug use, possession, or impairment involving such employees, agents, or Sub-subcontractors, or (ii) an incident where drug or alcohol use could have been a contributing factor. Contractor may require Subcontractor to remove any person that Contractor reasonably suspects is in any way impaired and, in such case, such person may only be considered for return to work after Subcontractor certifies as a result of a for-cause test, conducted immediately following removal, that person was in compliance with this Agreement. Subcontractor shall not allow on the Job Site any person that either refuses to take, or tests positive in, any alcohol or drug test. Contractor may, without prior notice, search or require Subcontractor to search the person, possessions, and vehicles of any person acting by, through or under Subcontractor that are on the Job Site or any premises owned, controlled, or managed by Contractor. Any person who refuses to cooperate with such search will be immediately removed from the premises and not allowed to return. Subcontractor will comply with all applicable federal, state, and local drug and alcohol related laws and regulations (e.g., Department of Transportation regulations, Department of Defense Drug-Free Workforce Policy, Drug-Free Workplace Act of 1988). Contractor may perform unannounced audits of Subcontractor's alcohol and drug program to verify that Subcontractor's policy and its enforcement are acceptable to Contractor. In addition, possession of alcohol, drugs, illicit or unprescribed controlled substances, firearms, explosives, weapons, and hazardous substances or articles is not permitted on the Job Site or other premises owned, controlled, or managed by Contractor. Contractor does not warrant or represent that Subcontractor's policy meets the requirements of any applicable law, code, rule or regulation, nor does Contractor warrant that the proper enforcement of Subcontractor's policy will ensure that no accidents or injuries will occur. In addition, any action taken or not taken by Contractor under this Paragraph shall not diminish or affect (i) any of Subcontractor's obligations under applicable law or this Agreement, or (ii) Subcontractor's status as an independent Subcontractor.

4. Subcontractor and its employees, agents, Sub-subcontractors and suppliers shall not speed or otherwise operate their automobiles in a dangerous or offensive manner within the Job Site, and shall otherwise comply with all traffic laws, ordinances, rules or regulations. The speed limit within the Job Site is 5 MPH.

5. Contractor will provide portable toilet facilities for the use of Subcontractor's employees.

6. Contractor shall have the right to control or restrict parking of all vehicles and equipment on the Project/Job Site , and Subcontractor shall comply with any such parking restrictions.

7. Subcontractor shall not interfere with the free vehicular and pedestrian access through any public or private streets and driveways on the Project/Job Site or located in the vicinity of the Project/Job Site.

8. Subcontractor shall not perform any additional work for any of Contractor's homebuyers or prospective homebuyers without prior written approval from an officer of Contractor at the office address listed in this Agreement. Non-approved work will be removed or replaced at Subcontractor's expense. Continued violation of this rule may result in the termination of this Agreement.

9. Neither Subcontractor nor any Sub-subcontractor shall, without specific prior written authorization of Contractor's Regional President, give or receive any commission, fee, rebate, gift, loan or anything else of value to (a) any person or entity, including without limitation any agent or employee of a governmental authority, in connection with or as a result of Subcontractor's Work provided hereunder, to influence any decision or gain any other advantage for Contractor or Subcontractor, or (b) any agent or employee of Contractor. Neither Subcontractor nor any Sub-subcontractor shall, without prior written authorization of Contractor's Regional President, enter into any business arrangement with any agent or employee of Contractor, or any affiliate of any agent or employee of Contractor. No agent or employee of Contractor is authorized to engage in any employment or enter into any contract or agreement that conflicts with Subcontractor's obligations under this Agreement. Subcontractor shall immediately notify the Contractor Legal Department in Miami, Florida, if any agent or employee of Contractor requests or suggests that Subcontractor provide anything of value in violation of this Paragraph, or should Subcontractor believe or have reason to believe that an agent or employee of Contractor expects to receive, directly or indirectly, anything of value.

SCHEDULE "10"
INSURANCE

Schedule F, Schedule 10 or Exhibit C

INSURANCE REQUIREMENTS – High Risk Level

Subcontractor shall procure and maintain, at its sole cost and expense, the following insurance coverages:

1. **Workers' Compensation:**
   Coverage A. Statutory Benefits

   Coverage B. Employers' Liability limits of not less than:

Bodily Injury by accident	$1,000,000 each accident
Bodily Injury by disease	$1,000,000 policy limit
Bodily Injury by disease	$1,000,000 each employee

   With the exception of the state of New Jersey and monopolistic states, coverage must include a waiver of subrogation endorsement in favor of, and naming, Lennar Corporation including its subsidiaries, partners, partnerships, affiliated companies, successors and assigns.

2. **Commercial Auto Coverage:**
   Automobile Liability coverage (equivalent in coverage to ISO form CA 00 01) of not less than $1,000,000 combined single limit, each accident, covering all owned, hired and non-owned autos. If Subcontractor does not have any company owned vehicles, a copy of the declaration page from the personal auto liability policy of the principal(s) of the company entering into this agreement will be acceptable. Hired and non-owned auto coverage for the Subcontractor must be evidenced through a general liability policy or auto policy.

3. **Commercial General Liability:**
   Commercial General Liability coverage (equivalent in coverage to ISO form CG 00 01) of not less than:

Each Occurrence Limit	$1,000,000
Personal Advertising Injury Limit	$1,000,000
Products/Completed Operations Aggregate Limit	$2,000,000
General Aggregate Limit (other than Products/Completed Operations)	$2,000,000

   The policy must include:
   a) Premises and Operations coverage with no explosions, collapse, or underground damage exclusion (XCU).
   b) Products and Completed Operations coverage. Subcontractor agrees to maintain this coverage for a minimum of ten (10) years following completion of its work.
   c) Standard ISO CG0001 0196 Contractual Liability coverage, or its equivalent, and a Separation of Insureds clause.
   d) Broad Form Property Damage coverage, including completed operations, or its equivalent.
   e) The work "performed on your behalf by a subcontractor" exception to the "Damage to Your Work" exclusion (Exclusion "l" in Section I of the ISO form CG 00 01 10 01 and earlier versions.) No limitation or restriction of this exception is allowed.
   f) An Additional Insured Endorsement (equivalent to ISO form CG 20 10 11 85) naming as additional insured:
      "Lennar Corporation including its subsidiaries, partners, partnerships, affiliated companies, successors and assigns."
   g) If the Work to be performed is on an attached community, there shall be no exclusion for attached or condominium projects.
   h) There shall be no exclusions for continuing or progressive losses not known by Subcontractor to exist prior to policy inception.
   i) Coverage must be on an "occurrence" form; "Claims Made" and "Modified Occurrence" forms are not acceptable.
   j) Such coverage as is afforded by this policy for the benefit of the additional insured(s) is primary and any other coverage maintained by such additional insured(s) shall be non-contributing with the coverage provided under this policy.
   k) There shall be no "pollution" exclusions, residential exclusions, nor any of their equivalents.
   l) The CGL policy may not be subject to a self-insured retention (SIR) or deductible that exceeds $10,000. Any and all SIRs must be susceptible of being satisfied under the CGL policy through payments made by additional insureds, co-insurers, and/or insureds other than the First Named Insured.

4. **Property Insurance:**
   Subcontractor shall maintain "Special Form" property insurance (commonly referred to as "all risk" or "special perils" coverage) in an amount equal to the full replacement cost of all Subcontractor's real and personal property (for which it has title and/or risk of loss), as well as real and personal property which becomes a final part of the Project, during its off-Project status, in transit and while stored or worked upon away from, or on, the Project site. All policy proceeds shall be used for the repair or replacement of the property damaged or destroyed.

   Property Waiver of Subrogation: Subcontractor hereby waives all rights of recovery against Lennar Corporation including its subsidiaries, partners, partnerships, affiliated companies, successors and assigns, with respect to any loss or damage, including consequential loss or damage, to the Subcontractor's property caused or occasioned by any peril or perils covered under any policy or policies of property insurance carried by the Subcontractor. Subcontractor shall cause its insurance carriers to consent to such waiver of subrogation.

5. **Other Requirements:**
   a) All policies must afford an unqualified thirty (30) days notice of cancellation to the additional insured(s) in the event of cancellation or non-renewal, and ten (10) days notice of cancellation for non-payment of premium.

b) All policies must be written by insurance companies whose rating in the most recent Best's Rating Guide, is not less than A (-): VII. Pursuant to Section 627.442 Florida Statues, the insurance company rating requirement does not apply to a self-insurance fund that is subject to part V of Chapter 631. This exception is only applicable to self-insurance funds providing Workers' Compensation coverage in the State of Florida. Contractor reserves the right to accept coverages provided via a state fund. All coverage forms must be acceptable to Contractor. Subcontractor agrees to provide a full certified copy of any policy maintained by Subcontractor to Contractor upon Contractor's request therefor.

c) Certificates of Insurance with the required endorsements evidencing the required coverages must be delivered to the Contractor prior to commencement of any work under this Subcontract. Such certificates of insurance shall state "All Operations" of Subcontractor performed on behalf of Contractor shall be covered by such insurance. A 30-day notice of cancellation must be issued per the terms/provisions under the Subcontractor's policy(ies).

d) If the Subcontractor fails to secure and maintain the required insurance, Contractor shall have the right (without any obligation to do so, however) to secure same in the name and for the account of Subcontractor in which event the Subcontractor shall pay the costs thereof and furnish upon demand all information that may be required in connection therewith.

e) Contractor reserves the right, but shall have no obligation, to procure the insurance, or any portion thereof, for which Subcontractor is herein responsible and which is described in this section, Contractor shall notify Subcontractor if Contractor exercises its right, whereupon Subcontractor's responsibility to carry such insurance shall cease and all the premiums and other charges associated with such insurance shall be refunded to the Contractor. Contractor further reserves the right at any time, with thirty (30) days written notice to Subcontractor, to require that Subcontractor resume the procurement and maintenance of any insurance for which Contractor has elected to procure pursuant to this subsection; in such event, the sums paid to Subcontractor by Contractor shall increase to the extent of any previously agreed and implemented reduction (as noted above) attributable to Contractor's prior assumption of the particular insurance coverages. Such refund shall be equitably pro-rated based upon Subcontractor's completed work at the time of such adjustment.

f) Contractor reserves the right, in its sole discretion, to require higher limits of liability coverage if, in Contractor's opinion, operations by or on behalf of Subcontractor create higher than normal hazards, and, to require Subcontractor to name additional parties in interest to be Additional Insureds, and included in any required Waiver of Subrogation, Notice of Cancellation, or other endorsement.

g) In the event that rental of equipment is undertaken to complete and/or perform the work, Subcontractor agrees that it shall be solely responsible for such rental equipment. Such responsibility shall include, but not be limited to, theft, fire, vandalism and use, including use by unauthorized persons.

h) Nothing in this Exhibit shall reduce Subcontractor's obligations under this Contract. Subcontractor's procurement and/or maintenance of insurance shall not be construed as a limitation of liability or as full performance of the indemnification and hold harmless provisions of this Agreement.

i) In the event that materials or any other type of personal property ("personal property") is acquired for the Project or delivered to the Project site, Subcontractor agrees that it shall be solely responsible for such property until it becomes a fixture on the Project, or otherwise is installed and incorporated as a final part of the Project. Such responsibility shall include, but not be limited to, theft, fire, vandalism, and use, including use by unauthorized persons.

6. **Changes and Modifications:**
Any modification or waiver of the insurance requirements to this Agreement, or in any addendum hereto, may only be made with the prior written consent of Contractor.

7. **Notices:**
All Certificates of Insurance and required endorsements must be addressed and forwarded to:

Lennar Corporation
Insurance Compliance
PO Box 12010-LC
Hemet, CA 92546-8010

Phone: (951) 766-2274

SCHEDULE "12"
BASIS OF CONTRACT AND PROGRESS BILLING SHEET

Basis of Contract and Progress Billing Sheet

Vendor: LANDSITE SERVICES, INC.

Contract No.:

Rel Cost Center

Project: Spring Grove – The Abbey Lots 30, 35 & 37

CSI Code#	Description Of Services/Materials	UOM	$ / Unit	Qty	Extended $'s
	Lots 30, 35, & 37 – Grading Mucking & Padding		$2,100.00	3	$6,300.00
				Contract Total	$6,300.00

LENNAR.

SCHEDULE "13"
SUBCONTRACTOR RATES AND RENTAL RATES

In the event that additional work is undertaken which is not covered by the Agreement and Subcontractor elects to proceed on a "time and material" or cost plus basis, the rates provided below shall prevail. Rates shall include all labor and equipment to complete the Work. The rates shall be billing rates, with no further markups to be added, and all equipment shall include fuel, lubrication, operation and all maintenance. No overtime premium will be paid on equipment. Subcontractor's performance of any such work on a "time and material" or cost plus basis shall be subject to the provisions of Section 11 of the Agreement.

Labor and Equipment Rates:

Item	Rate/Period
See attached list from Subcontractor	

CONTRACTOR'S INITIALS _____ SUBCONTRACTOR'S INITIALS _____

SOUTH CAROLINA ADDENDUM TO MASTER TRADE PARTNER AGREEMENT (LAND)

THIS SOUTH CAROLINA ADDENDUM TO MASTER TRADE PARTNER AGREEMENT (Land) is made a part of the Master Trade Partner Agreement (Land), which is dated **4/5/2013**, by and between Contractor and Subcontractor ("Agreement"). Terms used herein are as defined in the Agreement.

1. Section 5.2 is amended by substituting the South Carolina state specific Mechanics Lien Release forms attached hereto as Exhibit "A" as a substitute for (i) Schedule "9-A" – Conditional Waiver and Release Upon Progress Payment, as referenced in Section 5.2, (ii) Schedule "9-B" – Unconditional Waiver and Release Upon Progress Payment, as referenced in Section 5.2, (iii) Schedule "9-C" – Conditional Waiver and Release Upon Final Payment, as referenced in Section 5.2, and (iv) Schedule "9-D" – Unconditional Waiver and Release Upon Final Payment, as referenced in Section 5.2.

2. Section 12.4 is deleted in its entirety.

3. Except as modified by this Addendum, all terms and conditions of the Agreement remain in full force and effect.

Dated this 5th,, day of April,, 2013.

SUBCONTRACTOR: Landsite Services, Inc.

By: Byron Bradley

Name: Byron Bradley

Title: President

Address: 1280 PORCHERS BLUFF RD
MT. PLEASANT, SC 29466

LENNAR CAROLINAS, LLC

By: _____

Name: Sam Sparks

Title: Vice President

Address: 1941 Savage Road – S-100C
Charleston, SC 29407

INITIAL

EXHIBIT A

SCHEDULE "9-D"
UNCONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

Reference: Contract No. _____

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.

Property Name: _____
Property Location: _____
Undersigned's Customer: _____
Invoice/Payment Application Number: _____
Payment Amount: _____
Amount of Disputed Claims: _____

The undersigned has been paid in full for all labor, materials and equipment furnished by the undersigned to the Property or to the Undersigned's Customer and does hereby waive and release any claim of lien, any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above-described Property, except for the payment of Disputed Claims, if any, noted above. The undersigned warrants that it has performed all work on the Project, including the work represented by the final payment for which this waiver and release is being provided, in conformity with the terms and conditions of the Contract and all applicable Contract Documents governing the Project. The undersigned further warrants that it has paid all of its laborers, subcontractors, materialmen, suppliers, and other persons in full for all labor, professional design services, materials, and equipment provided that were the subject of prior payments to the undersigned, and that it either has already paid or will use the money it receives from the final payment for which this waiver and release is being provided promptly to pay in full all of its laborers, subcontractors, materialmen and suppliers for all labor, materials or equipment that are the subject of this waiver and release.

DATED: 4/8/13

LAND SITE SERVICES, INC
(Company Name)

By: _____

Its: President

INITIAL _____

EXHIBIT A

SCHEDULE "9-C"
CONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

Contract No.: _____
Reference Payment No.: _____ **(Check or Electronic Transaction No.)**
Reference Payee No.: _____

Property Name: _____
Property Location: _____
Undersigned's Customer: _____
Invoice/Payment Application Number: _____
Payment Amount: _____
Payment Period: _____
Amount of Disputed Claims: _____

Upon receipt by the undersigned of the final payment in the above-referenced Payment Amount, and when the check made payable to the undersigned (or the undersigned's designee) has been properly endorsed and has been paid by the bank on which it is drawn or when the electronically-transferred funds have been received into the account designated by the undersigned, this document becomes effective to release and the undersigned shall be deemed to waive any claim of lien, any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above-described Property to the following extent:

This release covers the final payment to the undersigned for all labor, materials or equipment furnished by the undersigned to the Property or to the Undersigned's Customer and does not cover payment for Disputed Claims, if any. Before any recipient of this document relies on it, he should verify evidence of payment to the undersigned. The undersigned warrants that it has performed all work on the Project, including the work represented by the progress payment for which this waiver and release is being provided, in conformity with the terms and conditions of the Contract and all applicable Contract Documents governing the Project. The undersigned further warrants that it has paid all of its laborers, subcontractors, materialmen, suppliers, and other persons in full for all labor, professional design services, materials, and equipment provided that were the subject of prior payments to the undersigned, and that it either has already paid or will use the money it receives from the final payment for which this waiver and release is being provided promptly to pay in full all of its laborers, subcontractors, materialmen and suppliers for all labor, materials and equipment that are the subject of this waiver and release.

DATED: 4/8/13

LAND SITE SERVICES, INC
(Company Name)

By: Bryan Bradley

Its: President

Please review, sign and return IMMEDIATELY via fax at (___) _____ for payment.

INITIAL BB

EXHIBIT A

SCHEDULE "9-B"
UNCONDITIONAL LIEN WAIVER AND RELEASE UPON PROGRESS PAYMENT

Reference Contract No.: _____
Reference Payment No.: _____ **(Check or Electronic Transaction No.)**
Reference Payee No.: _____

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.

Property Name: _____
Property Location: _____
Undersigned's Customer: _____
Invoice/Payment Application Number: _____
Payment Amount: _____
Payment Period: _____
Amount of Disputed Claims: _____

The undersigned has been paid in full for – and the undersigned releases and waives any claim of lien, any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights for – all labor, materials or equipment furnished by the undersigned to the Property or to the Undersigned's Customer through _____ (date), exclusive of any retentions retained before or after the release date, extras furnished before the release date for which payment has not been received; extras or items furnished after the release date; and payment for Disputed Claims, if any. Rights based upon work performed or items furnished under a written change order, which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in the release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment and does not cover payment for Disputed Claims, if any. Before any recipient of this document relies on it, he should verify evidence of payment to the undersigned.

The undersigned warrants that it has performed all work on the Project, including the work represented by the progress payment for which this waiver and release is being provided, in conformity with the terms and conditions of the Contract and all applicable Contract Documents governing the Project. The undersigned further warrants that it has paid all of its laborers, subcontractors, materialmen, suppliers, and other persons in full for all labor, professional design services, materials, and equipment provided that were the subject of prior payments to the undersigned, and that it either has already paid or will use the money it receives from the progress payment for which this waiver and release is being provided promptly to pay in full all of its laborers, subcontractors, materialmen and suppliers for all labor, materials and equipment that are the subject of this waiver and release.

DATED: 4/8/13

LAND SITE SERVICES, INC
(Company Name)
By: _____
Its: President

INITIAL _____

EXHIBIT A

SCHEDULE "9-A"
CONDITIONAL LIEN WAIVER AND RELEASE UPON PROGRESS PAYMENT

Reference Contract No.: _____
Reference Payment No.: _____ **(Check or Electronic Transaction No.)**
Reference Payee No.: _____

Property Name: _____
Property Location: _____
Undersigned's Customer: _____
Invoice/Payment Application Number: _____
Payment Amount: _____
Payment Period: _____
Amount of Disputed Claims: _____

Upon receipt by the undersigned of the progress payment in the above-referenced Payment Amount, and when the check made payable to the undersigned (or the undersigned's designee) has been properly endorsed and has been paid by the bank on which it is drawn or when the electronically-transferred funds have been received into the account designated by the undersigned, this document becomes effective to release and the undersigned shall be deemed to waive any claim of lien, any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above-described Property to the following extent:

This release covers the progress payment to the undersigned for all labor, materials or equipment furnished by the undersigned to the Property or to the Undersigned's Customer through _____ (date) only and does not cover any retentions retained before or after the release date, extras furnished before the release date for which payment has not been received; extras or items furnished after the release date and does not cover payment for Disputed Claims, if any. Rights based upon work performed or items furnished under a written change order, which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in the release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment and does not cover payment for Disputed Claims, if any. Before any recipient of this document relies on it, he should verify evidence of payment to the undersigned.

The undersigned warrants that it has performed all work on the Project, including the work represented by the progress payment for which this waiver and release is being provided, in conformity with the terms and conditions of the Contract and all applicable Contract Documents governing the Project. The undersigned further warrants that it has paid all of its laborers, subcontractors, materialmen, suppliers, and other persons in full for all labor, professional design services, materials, and equipment provided that were the subject of prior payments to the undersigned, and that it either has already paid or will use the money it receives from the progress payment for which this waiver and release is being provided promptly to pay in full all of its laborers, subcontractors, materialmen and suppliers for all labor, materials and equipment that are the subject of this waiver and release.

DATED: 4/8/13

LAND SITE SERVICES, INC
(Company Name)

By: _____

Its: President

Please review, sign and return IMMEDIATELY via fax at (___) _____ for payment.

INITIAL

EXHIBIT 49

TO EXHIBIT A – AFFIDAVIT OF ROBERT MAUCH

Division Office: Charlotte
Contract Number: _____
Cost Center: _____

CONTRACTOR BASE AGREEMENT

THIS CONTRACTOR BASE AGREEMENT (the "Agreement") made and entered into this 22 day of September 2008, by and _____ (hereinafter "Lennar") and Manale landscaping (hereinafter "Contractor").

1 SCOPE OF WORK. Contractor shall provide labor, material, equipment or other services in such location(s) and under such terms and conditions as Lennar shall direct subsequent (the "Work") upon receipt of a Purchase Order from Lennar. When issued, the Purchase Order (see Schedule A) shall become part of this Agreement. The location(s) where the Work is to be performed shall be known as the Job Site or Project. Work, and may be more fully described in Exhibit A to the Purchase Order. Unless otherwise provided in the term "Subcontractor" shall include all persons or entities of all tiers who/that contracting directly with Contractor or any person acting by, through or under Contractor (i) are providing labor, materials, equipment, supplies, and/or supervision in strict to the requirements of Contractor's Work.

1.1 PERFORMANCE OF THE WORK. Contractor shall furnish all labor, materials, equipment, supplies, supervision and all other things necessary to timely and properly perform the Work in a good and workmanlike manner (free from defects in workmanship or materials, acceptable to Lennar, and in strict accordance with (i) the plans and specifications, (ii) any applicable manufacturer's specifications, recommendations or requirements, (iii) applicable industry standards, codes, or other rules or regulations, and (iv) the requirements of Lennar's permit schedule. Contractor guarantees the adequacy of all labor furnished and materials necessary to complete the Work in strict accordance with Lennar's schedule. Contractor shall be solely responsible to pay for all labor, materials, taxes, equipment, supplies, work, permit, fees and all other applicable costs, fees, income or other taxes of any type or nature, inspection, storage facilities, utilities, telephone, other overhead and general supervision (temporary or permanent) facilities and all other things necessary for the full and complete performance of the Work covered by this Agreement and the Purchase Order(s). Contractor shall secure and pay for all permits and governmental fees, licenses and inspections, in the strict observance, for the proper execution and completion of Contractor's Work. No substitutions shall be allowed in the performance of the Work unless expressly approved by Lennar in writing.

1.2 INSPECTION AND CONSTRUCTION. Contractor shall fully and completely inspect/document study (i) the Project site, (ii) the plans and specifications, (iii) any manufacturer's specifications, and (iv) all other variables that may affect the Work, and shall be solely responsible for verifying that it possesses the most current set of plans and specifications. By executing this Purchase Order Contractor represents that it has noted no deficiencies or problems with the Project site, the plans and specifications (or manufacturer's specifications, or any other conditions which would impact its ability to perform the Work in accordance with the requirements of this Agreement or any Purchase Order. If Contractor subsequently discovers any discrepancies between the plans, specifications, manufacturer's specifications, physical conditions or any errors and omissions in the plans or specifications or in the layout, or other that might affect the Work, Contractor shall immediately notify Lennar in writing. Any Work performed by Contractor relating to such discrepancy, error or omission shall be done at Contractor's sole risk. Prior to entering upon and performing the Work, Contractor shall verify (i) that the materials are adequate for the performance of the Work, and (ii) that all requirements or conditions relevant to Contractor's Work are acceptable. No extra charges or compensation shall be allowed on account of differences between actual dimensions or conditions, and the estimates and conditions which may be found as indicated in the plans and specifications. The sole and exclusive report, investigation or borings available to Contractor were prepared for third parties and made only for the purposes of utility and design. Lennar does not warrant or guarantee either expressly or implicitly, (i) the sufficiency or accuracy of the reports or investigations or borings which have been made, or (ii) any conditions that exist in/around the Project. Contractor agrees to undertake the Work subject to all the conditions as they now exist or may arise.

1.3 DEFECTIVE WORK. Contractor is responsible at its sole cost, for promptly repairing or replacing any defective Work noted by Lennar or any third-party inspectors. In the event Contractor's Work involves construction of a residential dwelling, Contractor is also responsible, at its sole cost, for promptly repairing or replacing any defective Work noted by the Homebuyer. Contractor shall provide Lennar with an itemized construction inspection checklist in a form approved by Lennar that Contractor will use to verify completion and workmanship of the Work. The failure of Lennar to identify any defects in the Work during any inspection shall not relieve Contractor of its responsibility to perform the Work in accordance with the requirements of this Agreement. Lennar shall be the sole judge of the adequacy of the repair made to the defective Work. If Contractor covers any Work prior to Lennar's inspection of the Work, then Contractor shall be responsible for the cost of uncovering or removal and replacement of the Work to allow Lennar's inspection. Contractor shall correct all items noted in writing correction within forty-eight (48) hours of receipt of Lennar's notice. In the event Contractor's work involves construction of a residential dwelling, Contractor shall correct all items noted as needing correction, finishing any items noted during homebuyer's orientation before the earlier of (i) close of escrow or (ii) forty-eight (48) hours of receipt of Lennar's notice.

1.4 PROGRESS. Contractor shall comply with the deadlines and schedules established in the Purchase Order and by Lennar and shall prosecute the Work with diligence and with adequate labor, equipment and materials to satisfy Contractor's progress requirements and so as to not delay the work of other contractors. Contractor shall cooperate and coordinate its Work with all other contractors so as to avoid any delay or interference.

1.5 WORK OF OTHERS. Contractor shall be responsible for protecting its Work, and the work of other contractors or Lennar until final acceptance by Lennar. Contractor shall, without exception, be fully responsible for the protection of all existing structures, materials, equipment, curbs, landscaping, floor drains, and adjacent property. Contractor shall be responsible for inspecting the work of other contractors that may affect its own Work and shall immediately report to Lennar in writing any defects, discrepancies or problems which could adversely affect Contractor's work.

1.6 MATERIALS. Unless otherwise specifically stated in the Agreement or any Purchase Order, all goods or materials (i) are to be shipped F.O.B. the job site/point for by Contractor and (ii) shall be used within twenty-four (24) hours of such receipt. Delivery to and storage at the Project or job site are the sole risk and responsibility of the Contractor. Contractor shall be responsible for damage or loss to all of its materials and equipment that shall remain the property of Contractor until final payment by Lennar. No materials will be paid for until properly installed. Title to the Work shall vest in Lennar upon progressive payment, however, the vesting of such title shall not prevent the obligations on Lennar or rights Contractor of any of its obligations hereunder. The extent not prohibited by law. Contractor hereby expressly waives all warranties, whether express or implied, to be supplied hereunder and waives its right to any remedies available for a buyer's breach of (which it may have in contract or otherwise) to be supplied hereunder and waives its right to any remedies available for a buyer's breach of provided in the Uniform Commercial Code. Onsite storage for materials is not provided unless otherwise set forth in a Purchase Order.

1.7 DELAYS AND DISRUPTIONS/WAIVER OF CONSEQUENTIAL DAMAGES. IN THE EVENT OF ANY DELAY, DISRUPTION, INTERFERENCE, STOPPAGE OR ACCELERATION IN CONNECTION WITH OR PROSECUTION OF THE WORK CAUSED BY ANY REASON WHATSOEVER (WORK INTERRUPTIONS), INCLUDING ANY WORK INTERRUPTIONS CAUSED IN WHOLE OR IN PART, OR ALLEGED TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY LENNAR OR OTHER CONTRACTORS OF CONTRACTOR, TO THE FULLEST EXTENT PERMITTED BY LAW, HEREBY WAIVES ANY DAMAGES CAUSED BY SUCH WORK INTERRUPTIONS. CONTRACTOR'S SOLE AND EXCLUSIVE REMEDY FOR ANY WORK INTERRUPTIONS SHALL BE AN EXTENSION OF TIME TO PERFORM ITS WORK. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SPECIFICALLY WAIVES ANY RIGHT TO RECOVER DIRECT, INDIRECT, CONSEQUENTIAL IMPACT OR OTHER COSTS, EXPENSES, OR DAMAGES, INCLUDING BUT NOT LIMITED TO, DELAY DAMAGES, COSTS OF ACCELERATION, INEFFICIENCY, LOSS OF ORGANIZATION, LOSS OF PROFITS, JOB SITE OR HOME OFFICE OVERHEAD, LABOR OR MATERIAL ESCALATION, OR DETERIORATION OF MATERIALS, CAUSED BY ANY WORK INTERRUPTION. TO THE FULLEST EXTENT PERMITTED BY

INT. _____

LAW CONTRACTOR ALSO SPECIFICALLY WAIVES ANY RIGHT TO RECOVER INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY TYPE AND NO MATTER THE CAUSE OF SUCH DAMAGES OR FAULT ON THE PART OF LENNAR OR ANY OTHER PERSON. NOTWITHSTANDING THE FOREGOING THESE WAIVERS SHALL NOT PRECLUDE RECOVERY OF DAMAGES BY CONTRACTOR FOR WORK INTERRUPTIONS CAUSED SOLELY BY FRAUD, BAD FAITH, OR ACTIVE INTERFERENCE ON THE PART OF LENNAR.

8. LABOR AND SUPERVISION. Contractor shall maintain competent and sufficient supervision and employees on site during all times that Contractor is performing the Work. Contractor's superintendent shall be experienced, and able to communicate with Lennar. Trained knowledgeable as to the Work, and shall have full authority to act for and bind Contractor. Contractor's superintendent shall be satisfactory to Lennar, and shall not be changed without Lennar's written consent. All communication or direction given to the Contractor's superintendent shall be as binding as if given to Contractor. Contractor shall enforce strict discipline and good order among its employees and Subcontractors, and shall not employ any unfit or unskilled person. Contractor shall immediately remove and replace any person deemed unfit or unskilled by Lennar. Contractor shall maintain a list of all persons performing the Work on the job site and shall produce such list to Lennar upon request. Contractor shall perform criminal background checks of any person that will perform any portion of the Work, and Contractor shall not allow any registered sex offender or any person convicted of a felony or a misdemeanor involving theft, robbery, violence, sexual assault or any other crime of moral turpitude to work at the Project site or job site. In performing such background checks Contractor shall comply with all requirements of the Fair Credit Reporting Act and any other applicable laws and regulations.

9. LEGAL COMPLIANCE. Contractor and its Subcontractors shall at all times, comply with all applicable local, state, or federal statutes ordinances, rules and regulations, and any amendments hereto as well as those of any other public body having authority concerning the Work, including without limitation, the local and state building codes, FHA Minimum Property requirements, VA building code requirements, the Occupational Safety and Health Act of 1970, 29 U.S.C. §§ 651 et seq., the Immigration Reform and Control Act of 1986 (IRCA), the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), the Immigration and Nationality Act (INA), all applicable equal employment opportunity laws and requirements promulgated by any governmental authority including without limitation the requirements of Title VII of the 1964 Civil Rights Act, 42 United States Code, Section 1981, Executive Orders 11246, 11375 and 11478, the Age Discrimination in Employment Act, the Americans with Disabilities Act, and the Fair Labor Standards Act, as applicable local, state or federal environmental laws and regulations including, without limitation, the Clean Air Act, 42 USC §§ 7401-7671 the Clean Water Act, 33 USC §§ 1251-1387, the Comprehensive Environmental Response Compensation and Liability Act (CERCLA), 42 USC §§ 9601-9675, the Solid Waste Disposal Act, 42 USC §§ 6901-6992, the Toxic Substances Control Act, 15 USC §§ 2601-2692, and the Endangered Species Act of 1973, 16 USC §§ 1531-1544. Contractor is solely responsible, by itself and others acting by through or under Contractor, for compliance with the requirements of this paragraph and the other obligations of this Agreement.

9.1 IMMIGRATION. With respect to its employees hereon or in any Purchase Order, Contractor specifically warrants and agrees it (i) shall not knowingly hire or continue to employ aliens not authorized to work in the United States, (ii) has and will continue to verify the employment documentation specified in the Immigration Act and (iii) has and shall properly complete and retain the Immigration and Naturalization Services Form I-9 for all its employees covered by the Immigration Act. Accordingly and pursuant to the Immigration requirements of this Agreement, Contractor agrees to defend, indemnify and hold Lennar, its parent and affiliates from and against any claims or charges alleging or filed against and any judgments liens, penalties and assessments entered against Lennar arising from or as the result of the employment or engagement of any person inconsistent with the foregoing provisions of the laws of the United States. In addition, should Contractor fail to comply with the foregoing Lennar shall have the right to withhold the Retainage, or other costs, expenses, or damages, including but not limited to costs, loss of reputation, lost profits or otherwise under this Agreement and as a result Lennar will be entitled to all direct, indirect, consequential, special, or other costs, expenses, or damages, including but not limited to costs, loss of reputation, lost profits or otherwise, plus attorneys' fees, paralegal fees, arising out of or as a result of Contractor's breach of this section. Furthermore, at Lennar's sole discretion, and as a monetary remedy for such breach, Lennar may, as liquidated damages and not as a penalty, withhold all or any portion of payments owed to Contractor for any work completed but unpaid now to Contractor's breach.

9.2 PATENTS AND COPYRIGHTS. Contractor shall assume all liability for all royalties, licenses, patent fees, and any other charges made in connection with the use of patented or copyrighted processes in connection with its Work.

9.3 ENVIRONMENTAL. Prior to commencing the Work, Contractor shall identify in writing all hazardous or toxic substances to be used in performing the Work by Contractor, and shall provide Material Safety Data Sheets (MSDS) to Lennar for those substances. Lennar may hold any payments otherwise due Contractor until such documentation is supplied. Contractor shall immediately notify Lennar in writing of all hazardous or toxic substances discovered during the performance of the Work or otherwise brought to the job site which were omitted from any pre-bid notification(s) and promptly provide the MSDS-sheets for those substances to Lennar. Contractor shall not allow any hazardous or toxic substances on the job site unless (i) necessarily required for the performance of its work, and (ii) Contractor has previously provided Lennar with MSDS sheets for those substances. Contractor shall immediately notify Lennar of any spill, release or discharge of any chemical or hazardous or toxic substance by itself or any other person. As to any spill, release or discharge of any chemical or hazardous or toxic substance which is caused by Contractor or any of its employees, agents, Subcontractors, suppliers, or invitees, Contractor shall, at its sole expense, immediately take all reasonable, necessary and legally required actions to (i) prevent the further spread of any spill, release or discharge, and (ii) take immediate action to properly clean up said spill, release or discharge (including without limitation any soil or water contaminated by such spill, release or discharge) in full compliance with all applicable laws and regulations and any directions from Lennar.

9.4 ACKNOWLEDGEMENT. Contractor has inspected the job site, observed the environmental conditions of the job site, and reviewed and complied with Lennar's plans and specifications, including Lennar's Storm Water Pollution Prevention Plan ("SWPPP") and Dust Control Plan, and that Contractor has notice and knowledge of the environmental conditions of the job site. If, during the course of its performance of the Work, Contractor discovers a previously undisclosed environmental condition which Contractor immediately notify Lennar and shall not proceed with any work that would disturb such environmental condition without Lennar's approval.

9.5 STORM WATER COMPLIANCE. Contractor shall comply, and shall ensure compliance by those acting by through or under Contractor, with Lennar's SWPPP applicable storm water permit ("Permit"), Dust Control Plan, and Lennar's Storm Water Construction Guidelines to the extent applicable to Contractor's work ("Guidelines") if such Guidelines have been developed at the time of this Agreement. Before beginning any work at the job site, Contractor shall review the SWPPP, Permit, and applicable Guidelines, copies of which will be available at the job site or will be made available upon Contractor's request, if required by Lennar, Contractor shall sign the SWPPP before beginning its work. To the extent applicable to its work, Contractor shall fully comply with and implement the SWPPP including the Best Management Practices ("BMPs") described by the SWPPP and applicable Guidelines. Contractor shall take care not to damage any BMPs, including any storm water catchment, or erosion controls, by its work, and in the event Contractor causes such damage it shall immediately report such damage to Lennar and take appropriate measures to remedy such damage without limiting any of its other rights or remedies provided elsewhere in this Agreement (including its right to defense and indemnification by Contractor). Lennar may offset from any payments due Contractor, or otherwise recover from Contractor: (i) the costs to repair or replace any BMPs damaged by Contractor and (ii) the costs of all fines, fees, penalties and other penalties assessed against or levied by Lennar due to, in whole or in part, (a) Contractor's violation of the applicable permit, (b) Contractor's violation of the SWPPP including violations arising from damage to BMPs caused by Contractor, or (c) Contractor's interference with the implementation of the SWPPP by Lennar or by any other party responsible for implementing the SWPPP. Failure to satisfy the obligations in this paragraph shall be deemed a material default of this Agreement, with all rights and remedies available to Lennar hereunder or remedy in addition and cumulative of any other rights or remedies available to Lennar at law or in equity, including the right to withhold any payments to Contractor under this Agreement or otherwise, and retain a corporate guarantee, without payments otherwise due Contractor under this Agreement,

Without limiting any of its other rights or remedies provided elsewhere in this Agreement (including its right to defense and indemnification by Contractor), Lennar may offset from any payments due Contractor or otherwise recoverable from Contractor (i) the costs to repair or replace any dust control BMPs damaged by Contractor and (ii) the costs of all fines, fees, expenses and other penalties sought against or incurred by Lennar due to in whole or in part (a) Contractor's violation of the obligations herein (b) Contractor's violation of the Dust Control Plan (including violations arising from diversion of Dust control BMPs caused by Contractor or Contractor's violation of the Dust Control Plan (including violations arising from diversion of Dust control BMPs caused by Contractor or (c) Contractor's noncompliance with the implementation of the Dust Control Plan by Lennar or by any other party responsible for implementing the Dust Control Plan. Failure to satisfy the obligations in this paragraph shall be deemed a material default of this Agreement, and Lennar may without prejudice to any other right or remedy, (i) withhold any payments to Contractor under this Agreement or any Pursuable Order(s) hereunder or otherwise until Contractor has completed its duties and/or (ii) terminate this Agreement without payments otherwise due Contractor under this Agreement or pursuable and retain a separate contractor to complete Contractor's obligations at Contractor's expense

3.8 SAFETY. Contractor is an independent contractor and shall be solely responsible for ensuring that its Work is performed in a safe and proper manner. Nothing herein shall be deemed to be an exercise of control by Lennar of Contractor's safety obligations. Contractor shall take all reasonable and necessary safety precautions with regard to the Work, and coordinate its safety procedures with other contractors, subcontractors, and suppliers, shall comply with all safety requirements, laws, regulations, rules or ordinances of any authority (governmental or otherwise) responsible for the safety of persons or property. Contractor shall notify Lennar both verbally and in writing of all injuries to Contractor's employees within eight (8) hours of the injury. Failure to adhere to Lennar's safety policies, the safety requirements of this Agreement, or the job rules shall be deemed a material default of Contractor's obligations. Contractor agrees to comply with all health and safety programs, as well as any rules promulgated by Lennar in furtherance of Contractor duties under the Occupational Safety and Health Act. In the opinion of Lennar the health and safety of any person or persons is endangered or appropriate safety measures are not being implemented Lennar may (but is not required to) take such action as it deems necessary and appropriate including without limitation, the following: (i) stop Contractor's Work or require Contractor to immediately remedy any unsafe condition caused by the Contractor at its own expense (ii) shut the Project or the site down in whole or in part, until any unsafe condition is remedied, (iii) remedy any unsafe condition caused by Contractor at Contractor's sole expense (iv) terminate this Agreement and hold Contractor fully liable for any losses incurred by Lennar as a result of the Contractor-caused unsafe condition and such termination and/or (v) recover against Contractor all fines or penalties assessed by any authority (governmental or otherwise) and caused by or alleged to have been caused by Contractor

3.7 Contractor acknowledges that it has reviewed all provisions of Lennar's Environmental Management Policy, including Lennar's SWPPP and Dust Control Plan, and that it has reviewed, signed and returned Lennar's Trade Partner BMP Compliance Measures.

4. JOB SITE RULES. Contractor is solely responsible for complying with and ensuring compliance by its employees and its Subcontractors with (i) Lennar's Code of Safe Practices, (ii) other Lennar policies concerning safety reasonable restrictions on use and access to the job site by unauthorized personnel, and (iii) the other rules and policies concerning Lennar's work and as set forth in Schedule B to this Agreement. Upon failure to so comply Lennar may in addition to the other remedies herein stop Contractor's Work and/or terminate this Agreement

5. LIENS AND BOND CLAIMS. Contractor shall keep the Work and the real property being improved by Contractor free and clear of any liens, claims, notices and charges, bonds of bond claims of any kind whatsoever (collectively "Lien or Bond Claims"), to the extent such Lien or Bond Claims relate to Contractor's Work or (ii) are for any monies due or allegedly due (i) Contractor or any Subcontractor, (ii) any claiming by, through, or under Contractor or any Subcontractor, or (iii) any other entity claiming by, through, or under any of the foregoing (collectively the "Lien Claimants"). In the event a Lien or Bond Claim is filed or threatened to be filed by any Lien Claimant, Contractor shall, at Lennar's sole discretion immediately (i) settle and resolve such claim and obtain a full waiver and release of the Lien or Bond Claim from the Lien Claimant, or (ii) provide a surety bond acceptable to Lennar that will bond around or discharge such Lien or Bond Claim. Should Contractor fail to do so Lennar may without prejudice to any other right or remedy, (i) withhold any payments to Contractor under this Agreement or any Pursuable Order(s) hereunder or otherwise until Contractor has completed its duties and/or (ii) terminate this Agreement without payments otherwise due Contractor under this Agreement or any Pursuable Order(s) hereunder or otherwise and retain a separate contractor to complete Contractor's obligations at Contractor's expense

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such equipment, scaffolding or facilities, (i) Contractor and Subcontractor shall properly train and supervise their employees subcontractors and suppliers in the proper and safe use of such equipment, scaffolding and facilities and (iii) Contractor's or Subcontractor's use of such equipment, scaffolding or facilities shall be at their sole risk. Contractor and Subcontractor waive all claims and liability of any type or nature against Lennar and not the owners or lessors of such equipment, scaffolding or other facilities, assumes the full risk of the operation thereof and assumes full responsibility for any and all loss, cost, expense (including all attorneys fees and paraprofessional fees), damage or injury arising therefrom.

7. SECURITY: Contractor shall be solely responsible for providing security at its Work locs, equipment materials or other property. Regardless of whether Lennar provides security at the Project, Lennar shall not be responsible for theft, vandalism or loss to any of Contractor's or Subcontractor's Work, work, equipment, materials or other property.

8) CLEAN UP: Contractor shall maintain a tidy loc site and Community and clean up and haul away at Contractor's expense all debris rubbish hazardous or toxic substances and surplus materials ("Construction Debris") on a daily basis and properly dispose of such Construction Debris in an authorized trash container or landfill. In addition, Contractor will leave the job site, subject property and if applicable the building premises in broom clean and in good order. These obligations are in addition to Contractor's obligations under any other section of this Agreement. If, after its initial review by Lennar's representative, Contractor has not diligently proceeded with the clean-up as required in this Section, then Lennar shall have the right to proceed with the clean-up at Contractor's expense.

9) INSURANCE: Before starting Work, Contractor shall procure and maintain at its own expense the insurance set forth in Schedule G hereto, which requirements are incorporated by this reference as though set forth in full herein.

10. EXPRESS WARRANTIES: Contractor expressly warrants to Lennar, Lennar's customers and any subsequent owner of a structure constructed by Lennar (collectively "Warranty Beneficiaries") that its Work shall be performed in a good and workmanlike manner free from defects in workmanship or materials and in strict accordance with (i) the plans and specifications (ii) any applicable manufacturer's specifications, recommendations or requirements, and (iii) all applicable industry standards, codes, or other rules or regulations applicable to the performance of the Work. This warranty section is in addition to warranties provided by law. Any portion of Contractor's Work not complying with the foregoing shall be considered defective. Contractor shall also require each of its Subcontractors to give to Lennar the same warranty regarding the Subcontractor's work. Contractor shall, within two (2) working days of notification by Lennar, repair or replace any defective Work unless the warranty work could not reasonably be performed within such time period in which event the warranty work shall be performed as quickly as reasonably possible. In the event of an emergency (as determined by Lennar) Jim Contractor shall perform its warranty work within eight (8) hours. In addition, a seven (7) day-a-week and a twenty-four (24) hour on-call emergency service must be provided by Contractor and any Subcontractor providing roofing, plumbing, electrical and/or HVAC work.

10.1 Extended Warranties. In addition to the foregoing warranties Contractor shall also, (a) for a period of twelve (12) months from (i) the date of close of escrow between Lennar and its homebuyers for Work associated with a structure or associated site work intended to be used primarily for residential purposes, or (ii) final completion of the Work for all other types of Work, repair or replace any defective Work and perform Lennar's obligations under any applicable warranty insurance programs (the "One Year Warranty"); (b) for a period of twenty-four (24) months from the (i) the date of close of escrow between Lennar and its homebuyers for Work associated with a structure or associated site work intended to be used primarily for residential purposes, or (ii) final completion of the Work for all other types of Work, repair or replace any defective Work associated with any roofing, mechanical and electrical systems (the "Systems") installed by Contractor and perform Lennar's Systems obligations under any applicable warranty insurance programs (the "Two Year Warranty"); and (c) for a period of one-hundred twenty (120) months from (i) the date of close of escrow between Lennar and its homebuyers for Work associated with a structure or associated site work intended to be used primarily for residential purposes, or (ii) final completion of the Work for all other types of Work, repair or replace any defective Work, associated with structural damage, and perform Lennar's obligations under any applicable warranty insurance programs (the "Ten Year Warranty"). The foregoing Contractor's obligations to repair and replace defective Work (including, but not limited to, any other obligation to repair anything in the ordinary course, should any state or federal law impose a warranty coverage of longer), at any other obligation to repair, replace or pay for defective work arising from Contractor's Work that is longer than the time period set forth in the paragraph Contractor's warranty obligation period shall be deemed to extend for the duration of the applicable state or federal law.

10.2 Manufacturer's Warranties. Prior to the earlier of completion of Work or upon the termination of this Agreement, Contractor shall provide Lennar with any and all applicable manufacturer's warranties on equipment, materials or appliances furnished pursuant to this Agreement. Contractor shall fully cooperate with Lennar in making any claim on any manufacturer's warranty.

11. EXTRA WORK/CHANGES: NO EXTRA WORK OR CHANGES SHALL BE PERFORMED BY CONTRACTOR OR PAID FOR BY LENNAR UNLESS IT IS SPECIFICALLY AUTHORIZED IN WRITING BY LENNAR'S CONSTRUCTION SUPERINTENDENT, AND IN A WRITTEN PURCHASE ORDER IS SIGNED BY BOTH CONTRACTOR AND LENNAR'S CONSTRUCTION SUPERINTENDENT PRIOR TO COMMENCING ANY EXTRA WORK OR CHANGES. NO EMPLOYEE OR REPRESENTATIVE OF LENNAR IS AUTHORIZED TO MAKE ANY VERBAL AGREEMENT WAIVING THIS PROVISION, AND CONTRACTOR AGREES THAT IT SHALL NOT RELY ON ANY VERBAL AGREEMENT IN PERFORMING ANY WORK.

12. PAYMENT: The price for the Work and optional terms for payment shall be set forth in the Purchase Order. Lennar has no obligation to pay Contractor for any Work performed prior to execution of a written Purchase Order which specifically covers such Work. No payment shall be due unless Contractor has otherwise satisfied all obligations set forth in this Agreement.

12.1 Payment shall be made in accordance with Lennar's standard practices. Payment will only be considered for Work properly performed, inspected and accepted as of the date of the payment request. As a condition precedent to any payment, Contractor shall (i) submit a request for payment to the Lennar address noted below, (ii) utilize a payment request form acceptable to Lennar (iii) deliver executed lien waivers and releases in accordance with Section 12.2 and (iv) submit all other documentation reasonably required by Lennar to establish Contractor's entitlement to funds. No payment shall be deemed to constitute acceptance by Lennar of any defective or unacceptable Work.

12.2 All payments to Contractor are trust funds and shall only be used for the full payment of all Subcontractors. Contractor shall ensure that all Subcontractors are at all times fully and timely paid all amounts due in connection with the Work. Contractor shall immediately notify Lennar of any claims or disputes involving any Subcontractor. Under Lennar terms of any claim or dispute, Lennar may (i) withhold payments otherwise due Contractor until the claim or dispute is resolved to Lennar's satisfaction, (ii) issue joint checks to Contractor and any claimant, or (iii) deposit any disputed funds into the registry of a court of law. Contractor shall indemnify Lennar for any costs incurred by Lennar as a result of such claims or disputes. Should any payment by Lennar, Contractor shall immediately deposit any payments made relating to such labor or materials into an interest-bearing account and shall only use the money to resolve such claims or disputes.

12.3 Lennar may, but is not required to, withhold retainage from each payment as provided by applicable law and shall release such retainage when (i) Contractor has fully performed its obligations herein (and posted all required warranty obligations); (ii) Contractor has provided Lennar lien releases and waivers (conditioned only upon receipt of the retainage) from itself and all Subcontractors and (iii) the legal time period for holding such retainage has expired by the absence of any legally required actions. The maximum retainage shall equal ten (10%) percent of each payment.

12.4 Lennar may at its option (only, as, under record with the appropriate regulatory agency a Notice of Completion. By issuing this, and/or recording said notice of completion, Lennar does not release the Contractor from any of Contractor's obligations under this Agreement, under any Purchase Order issued hereunder. Without limiting the generality of the foregoing, in no event shall the issuance, filing, and/or recordation of a notice of completion be deemed to constitute any release of obligations with respect to Work performed by Contractor or such warranty obligations are set forth in this Agreement.

13. REMEDIES AND TERMINATION: In addition to and without limiting Lennar's other remedies set forth herein or as otherwise provided by law Lennar shall have the following rights:

12.1 If Contractor shall file for or be adjudged bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if Contractor should persistently or repeatedly refuse or should fail in the reasonable opinion of Lennar to supply enough properly skilled workmen or proper materials or make delivery of materials as required, or if such reclamation of labor(s) for material supplied or Work performed disregard laws, ordinances, job rules, or instructions, or if Contractor fails to make prompt and proper payment for labor, materials, equipment or services provided by through or under Contractor or if Contractor fails to remedy defective work or fails to perform warranty services or repairs within the time periods set forth in this Agreement, or should Contractor cause damage to the work of another contractor and/or subcontractor or if Lennar is fined by any governmental agency on account of or arising out of the violation by Contractor or any of Contractor or any law, or should Contractor fail in Lennar's sole judgment to prosecute its Work diligently and promptly or if Contractor otherwise breaches any of its obligations in this Agreement or any of its other agreements with the Lennar division for which Contractor is performing the Work herein, or if Lennar has a reasonable basis to believe that Contractor will not be able to properly perform all of its obligations in this Agreement or under any Purchase Order, Lennar may, without prejudice to any other right or remedy in this Agreement or any law and after giving Contractor forty-eight (48) hours written notice (i) terminate this Agreement and take possession of Contractor's materials, tools, equipment and appliances thereon and finish the Work by whatever method it may deem expedient in its sole discretion, (ii) withhold payment otherwise due Contractor until the Work is completed and accepted, or until defective work is remedied or until warranty services are properly performed or until such breach has been remedied (iii) supplies Work until such breach has been cured to Lennar's satisfaction, and/or (iv) furnish or cause to be furnished additional labor or materials at Contractor's expense. If the costs of completing the Work, furnishing additional labor or materials or remedying Contractor's breach do not exceed the unpaid balance under the applicable Purchase Order(s), and if Contractor is otherwise entitled to receive payment, Lennar shall pay the difference (less a reasonable sum to secure Contractor's performance of any remaining warranty obligations) to Contractor upon completion of the Work. If such expenses of completing the Work or remedying Contractor's breach exceed the unpaid balance under the applicable Purchase Order(s) Lennar may assert the difference against any amounts due Contractor under this Agreement or other purchase order contract, or other agreement. Upon demand, Contractor shall pay the difference to Lennar plus any and all costs, expenses and attorneys' fees and paraprofessional fees incurred by Lennar in enforcing or performing any of Contractor's obligations under this Agreement.

13.2 Lennar shall have the right to terminate this Agreement or any Purchase Order or portions thereof issued to Contractor without cause and for Lennar's convenience. In such event, Contractor shall be paid only for that Work actually performed as of the date of termination, and Contractor waives recovery for any other costs or damages, direct or consequential including without limitation prospective profits on Work not performed.

13.3 Should Contractor breach any of its obligations in this Agreement, Lennar shall be entitled to recover against Contractor any reasonable and necessary attorneys' fees and paraprofessional fees, costs and expenses incurred by Lennar in pursuing claims against Contractor.

14. DEFENSE AND INDEMNITY. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND IN CONSIDERATION OF THE SUM OF ONE HUNDRED DOLLARS ($100.00), WHICH SUM IS INCLUDED IN THE PRICE(S) ESTABLISHED UNDER THE PURCHASE ORDER(S), THE ADEQUACY AND RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, CONTRACTOR HEREBY AGREES TO, UNCONDITIONALLY DEFEND, INDEMNIFY AND HOLD HARMLESS LENNAR, ITS PARENT, AFFILIATES, SUBSIDIARIES, PARTNERS, JOINT VENTURERS, OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS, EMPLOYEES, INSURERS, SURETIES, ANY OWNER OF REAL PROPERTY IMPROVED OR ALLEGED TO HAVE BEEN IMPROVED BY THE CONTRACTOR, OR ANY OF THEM (COLLECTIVELY "INDEMNITEES") AGAINST ANY AND ALL CIVIL OR CRIMINAL LIABILITIES, COSTS, EXPENSES, CLAIMS, DEMANDS, CAUSES OF ACTION, LIEN CLAIMS, THREATS OF LIENS, STOP NOTICES, FUND TRAPPING NOTICES, BOND CLAIMS, PENALTIES, FINES, CITATIONS, LOSSES, AND DAMAGES (INCLUDING COURT COSTS, ATTORNEYS' FEES AND PARAPROFESSIONAL FEES, AND COSTS OF INVESTIGATION), OF ANY NATURE, KIND, OR DESCRIPTION, ARISING OUT OF, IN CONNECTION WITH, CAUSED BY, ALLEGED TO HAVE BEEN CAUSED BY, OR RESULTING FROM, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, (1) THE WORK, LABOR, MATERIALS, EQUIPMENT OR SERVICES PERFORMED OR SUPPLIED OR ALLEGED TO HAVE BEEN PERFORMED OR SUPPLIED BY CONTRACTOR OR ANY OF ITS SUBCONTRACTORS, (2) ANY ACT OR OMISSION OF CONTRACTOR OR ANY OF ITS SUBCONTRACTORS, OR (3) ANY ACT OR OMISSION OF LENNAR OR LENNAR'S OTHER CONTRACTORS, SUBCONTRACTORS, OR SUPPLIERS OR ANY OF THEIR EMPLOYEES, AGENTS, INVITEES OR ANY PERSON ACTING BY, THROUGH OR UNDER LENNAR OR LENNAR'S OTHER CONTRACTORS, SUBCONTRACTORS, OR SUPPLIERS (COLLECTIVELY "LIABILITIES"). THE OBLIGATIONS OF CONTRACTOR UNDER THIS INDEMNIFICATION SHALL APPLY TO LIABILITIES EVEN IF SUCH LIABILITIES ARISE FROM OR ARE ATTRIBUTED TO THE CONCURRENT NEGLIGENCE OF ANY INDEMNITEE. NOTWITHSTANDING THE FOREGOING, CONTRACTOR SHALL NOT BE OBLIGATED UNDER THIS AGREEMENT TO INDEMNIFY THE INDEMNITEES TO THE EXTENT SUCH LIABILITIES RESULT FROM THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE. CONTRACTOR SHALL, AT ITS EXPENSE, ASSUME THE DEFENSE OF THE INDEMNITEES, OR ANY OF THEM, AND SHALL CONDUCT SUCH DEFENSE WITH DUE DILIGENCE AND IN GOOD FAITH WITH COUNSEL SATISFACTORY TO LENNAR. SHOULD CONTRACTOR BREACH ITS DEFENSE AND INDEMNITY OBLIGATIONS, LENNAR MAY, AND WITHOUT RELIEVING CONTRACTOR OF ITS INDEMNITY OBLIGATIONS, ASSUME ANY DEFENSE OBLIGATION AND TRY OR SETTLE SUCH CLAIM, AND CONTRACTOR (1) SHALL REIMBURSE LENNAR FOR ALL COSTS AND EXPENSES INCURRED OR PAID BY ANY INDEMNITEE IN THE DEFENSE, SETTLEMENT, TRIAL OR ARBITRATION, AND (2) PAY ANY JUDGMENT OR AWARD OBTAINED AGAINST THE INDEMNITEES OR ANY OF THEM. NEITHER THE INDEMNITY OBLIGATIONS UNDER THIS SECTION, NOR ANY COMMON LAW AND/OR STATUTORY CONTRIBUTION RIGHTS OF OTHER RIGHTS OF LENNAR OR ANY INDEMNITEE, SHALL BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGE, COMPENSATION, OR BENEFITS PAYABLE BY OR FOR THE CONTRACTOR OR LENNAR UNDER INSURANCE POLICIES, WORKERS' COMPENSATION ACTS, DISABILITY BENEFIT ACTS, OR OTHER EMPLOYEE BENEFIT ACTS. THIS PROVISION IS SEPARATE AND DISTINCT FROM, AND IN ADDITION TO ANY OTHER PROVISION OR SECTION IN THIS AGREEMENT INCLUDING ANY PROVISION OR SECTION CONCERNING INDEMNIFICATION AND PROCUREMENT OF INSURANCE. IT IS SPECIFICALLY AGREED WITH RESPECT TO ANY LEGAL LIMITATIONS NOW OR HEREAFTER IN EFFECT AND AFFECTING THE VALIDITY OR ENFORCEABILITY OF THE INDEMNIFICATION OBLIGATION UNDER THIS SECTION, THAT SUCH LEGAL LIMITATIONS ARE MADE A PART OF THE INDEMNIFICATION OBLIGATION AND SHALL OPERATE TO AMEND THE INDEMNIFICATION OBLIGATION TO THE MINIMUM EXTENT NECESSARY TO BRING THE PROVISION INTO CONFORMITY WITH THE REQUIREMENTS OF SUCH LIMITATIONS, AND AS SO MODIFIED THE INDEMNIFICATION OBLIGATION SHALL CONTINUE IN FULL FORCE AND EFFECT EVEN AFTER COMPLETION OF THE WORK OR TERMINATION OF THIS AGREEMENT. EXCEPT AS EXPRESSLY PROVIDED OTHERWISE, IT IS THE SPECIFIC INTENT OF THIS INDEMNITY THAT THE CONTRACTOR IS INDEMNIFYING THE INDEMNITEES FROM ACTS OF NEGLIGENCE OF INDEMNITEES

In any and all claims against Lennar hereunder by any employee of Contractor or any employee of any other person or entity acting by, through or

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...injury Contractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. The indemnification obligation under this Paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor or supplier under workers' or workmen's compensation acts, disability acts or other employee benefit acts, and Contractor expressly waives any right it may have to assert such limitation. Contractor expressly waives any right of subrogation that it or its insurers may have against the Indemnitees or any of them. In addition, in no event shall Contractor's obligations hereunder be limited to the extent of any insurance available to or provided by Contractor. The indemnity obligations in this Agreement shall not be limited by the insurance required to be provided by Contractor pursuant to this Agreement, nor shall the insurance requirements of this Agreement be limited by the indemnity obligations of this Agreement.

15. WAIVER OF JURY TRIAL/ARBITRATION. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, AND AFTER CONSULTING WITH LEGAL COUNSEL OF THEIR OWN CHOOSING, CONTRACTOR AND LENNAR, ON BEHALF OF THEMSELVES AND ANY PERSON OR ENTITY ACTING BY, THROUGH OR UNDER THEM, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY AGREE TO WAIVE THE RIGHT TO TRIAL BY JURY IN CONNECTION WITH ANY LITIGATION OR JUDICIAL PROCEEDING RELATING TO OR CONCERNING, DIRECTLY OR INDIRECTLY THIS AGREEMENT OR ANY OTHER RIGHTS OR OBLIGATIONS BETWEEN LENNAR, CONTRACTOR AND ALL PERSONS ACTING BY THROUGH OR UNDER LENNAR OR CONTRACTOR. LENNAR AND CONTRACTOR ACKNOWLEDGE THAT SEPARATE AND GOOD AND VALUABLE CONSIDERATION HAS BEEN PROVIDED BY EACH FOR THIS WAIVER, THIS WAIVER SHALL APPLY TO THIS AGREEMENT, ANY FUTURE AMENDMENTS, SUPPLEMENTS OR MODIFICATIONS OF THIS AGREEMENT AND ANY FUTURE CHANGE ORDERS OR PURCHASE ORDERS. NOTWITHSTANDING THE FOREGOING, IF (A) LENNAR IS A PARTY TO A LAWSUIT IS REQUIRED TO TRY THE DISPUTE BEFORE A JURY, AND BELIEVES THAT CONTRACTOR IS LIABLE, IN WHOLE OR IN PART FOR THE CLAIMS BEING MADE IN THE LAWSUIT THEN THIS WAIVER OF JURY TRIAL SHALL NOT APPLY OR (B) LENNAR IS A PARTY TO AN ARBITRATION ACTION, IS REQUIRED TO TRY THE DISPUTE BEFORE AN ARBITRATOR(S), AND BELIEVES THAT CONTRACTOR IS LIABLE, IN WHOLE OR IN PART FOR THE CLAIMS BEING MADE IN THE ARBITRATION, THEN LENNAR AND CONTRACTOR AGREE THAT THE DISPUTES BETWEEN THEM WILL BE FULLY AND FINALLY RESOLVED IN SUCH ARBITRATION AND IN ACCORDANCE WITH THE ARBITRATION ACT AND ARBITRATION RULES THEN GOVERNING THE ARBITRATION AND NOT BY JUDGE OR BY JURY. LENNAR AND CONTRACTOR SPECIFICALLY AGREE THAT THIS AGREEMENT INVOLVES INTERSTATE COMMERCE, AND THAT ANY ARBITRATION SHALL BE GOVERNED BY THE FEDERAL ARBITRATION ACT.

16. INDEPENDENT CONTRACTOR/AUTHORITY. Contractor is acting as an independent contractor and not a partner or joint venturer of Lennar. Lennar is totally responsible for the employment acts, errors, omissions, control and direction of its employees, agents and subcontractors. Nothing contained in this Agreement shall authorize or empower Contractor to assume or create any responsibility whatsoever, express or implied, on behalf of or in the name of Lennar, or to bind Lennar in any manner, or make representations, warranty, or commitment on behalf of Lennar or purchase materials or otherwise incur debts in Lennar's name.

17. CONTRACTOR REGULATION. To the extent required by law, Contractor warrants that it is licensed to perform the Work under the applicable Purchase Order(s). Contractor shall maintain all required permits and licenses in good standing at all times.

18. CUSTOMER APPRECIATION GIFTS OR EVENTS. Lennar periodically gives its contractors and contractors' employees customary and nominal tokens of its appreciation such as logo and monogram apparel, rounds of golf and dinner, movie passes and other customer appreciation gifts or events. Contractor acknowledges and agrees that this is customary in the industry and does not constitute an attempt to improperly influence Contractor or Contractor's employees and does not and will not give rise to any claims for any or criminal misconduct. Contractor fully understands that as a consequence of accepting any tokens of appreciation from Lennar, Contractor or Contractor's employees will be under no obligation to Lennar other than those contained in this Agreement. In order to ensure that Contractor is aware of this practice, Contractor expressly agrees that Lennar may at Lennar's sole discretion, without any obligation on the part of Lennar and without further notice to Contractor, provide similar tokens of appreciation to Contractor or Contractor's employees without the need to obtain additional written or verbal consent from Contractor.

19. NO GIFTS. Neither Contractor nor any partner, director, employee, or agent of Contractor shall, without specific written authorization of Lennar, give to or receive from any person or entity including without limitation, any officer or employee of any governmental or quasi-governmental agency, department, or instrumentality any commission, fee, rebate, gift or item of substantial value in connection with or as a result of Contractor's performance under this Agreement or any other agreement or business arrangement with Lennar, or any affiliate of Lennar other than those which provided hereunder including gifts from Lennar pursuant to Section 18), to influence any decision by any such person or entity in favor of Contractor, Contractor shall not (a) enter into any business arrangement with any partner or employee of Lennar, or any affiliate of Lennar other than Contractor, Contractor shall not (a) enter into any business arrangement with any partner or employee of Lennar or any affiliate of Lennar other than with the prior written approval of Lennar or (b) engage in any employment or other use any contract or agreement that conflicts with Contractor's obligations under this Agreement. In the event of a violation of this Section, Contractor shall pay to Lennar any and all amounts received by Contractor or any other individual or entity acting in a capacity as a representative of Lennar or which violate in accordance with

21.6 If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect provided that the economic and legal substance of the transactions contemplated is not affected in any manner materially adverse to any party. In the event of any such determination, the parties agree to negotiate in good faith to modify this Agreement to fulfill as closely as possible the original intent and purposes hereof. To the fullest extent permitted by law, the parties hereby to the same extent waive any provisions of law that renders any provision hereof prohibited or unenforceable in any respect.

21.7 In no event shall either party be entitled to any interest on any sum due hereunder in excess of that permitted by applicable law. Notwithstanding anything to the contrary herein, any reference herein to interest accruing on any sum due hereunder shall be deemed to be the lower of the interest rate stated herein or the maximum rate allowed by law.

21.8 TIME IS OF THE ESSENCE OF THIS AGREEMENT. Any covenants, terms and conditions of a continuing nature shall survive final payment, completion and acceptance of the Work under this Agreement and any applicable Purchase Order and any termination or completion of this Agreement and Contractor has taken into consideration and made provision for all the hindrances and delays incident to its Work.

21.9 This Agreement shall be deemed entered into in the state where the Project or job site is located and shall be interpreted and applied in accordance with the laws of the state where the Project or job site is located.

21.10 Contractor agrees to perform all of its obligations in strict accordance with the terms of this Agreement and in strict accordance with any contract and/or agreement between Lennar and any owner of the property being improved and in complete satisfaction of such contract and/or agreement between Lennar and such owner. Such contract and/or agreement, to the extent applicable to Contractor's work, shall be deemed to be a part of this Agreement.

21.11 The venue for any dispute between Lennar and Contractor shall be as follows: (1) Third Party Actions – If Lennar is involved in litigation or arbitration with a third party and Lennar or any other party joins Contractor as a party to the litigation or arbitration, Contractor consents to be joined in that same venue, (2) Other Actions or Disputes – In all other situations, venue shall be in the state or federal court located in the state and county where the Project is located.

21.12 Upon reasonable notice at reasonable times, and at Lennar's cost, Lennar or a third-party retained by Lennar shall have the right to access and audit Contractor's books, records and documentation for the purpose of auditing Contractor's performance of its obligations under this Agreement or Purchase Order. Contractor shall cooperate by identifying and gathering documentation relating to Contractor's performance of its obligations.

21.13 Contractor shall, upon Lennar's request and at Contractor's cost, provide training to Lennar and its Trade Partners as to any product or service provided by Contractor. Contractor and Lennar shall reasonably cooperate in choosing the time, place and frequency of such training.

21.14 To the extent of any conflict or inconsistency between the terms and conditions of the documents set forth below, whether existing or entered into at a later date, the documents shall prevail and take precedence in the order listed below:

a) This Agreement;
b) Any Purchase Order;
c) Any other agreements between Contractor and Lennar.

21.15 By signing below, the undersigned confirms that he or she is authorized to execute this Agreement and is taking this action with full authority from the principal.

21.16 This Agreement may be executed in any number of counterparts, a complete set of which shall be deemed to be an original and all of which together shall constitute but a single instrument. Signatures sent by email via facsimile transmission and shall be deemed given as of the date of the transmission of this Agreement by facsimile to the other party.

21.17 Contractor acknowledges and understands that all information relating in any way to Lennar or its business or affairs, whether written or oral obtained by Contractor in connection with the Work provided as part of this Agreement or otherwise and any information regarding the nature and extent of this Agreement ("Confidential Information") shall, unless otherwise specified by Lennar in writing, be deemed confidential. Contractor acknowledges and understands that Contractor's unauthorized disclosure of any Confidential Information would be extremely prejudicial to Lennar.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CONTRACTOR: Manale Landscaping

By (Signature): _____

Title: owner Date: 9/22/08

Address: PO Box 62981

Charleston SC 29419

By: _____

Name: _____

Title: _____

Address: _____

SCHEDULE A PURCHASE ORDER

Date: _____ Purchase Order Number: _____

Contractor agrees to supply all labor, equipment, material, goods and/or services required to perform the Work set forth below and as otherwise provided in, and in strict accordance with, the Contractor Base Agreement. Contractor's obligations shall include, without limitation, any related or additional labor, material, equipment or services required to satisfy its obligations or any conditions associated therewith. Except as set out in any addenda or modifications issued subsequent to the date of the Contractor Base Agreement and this Purchase Order, the terms and conditions of the Contractor Base Agreement, including Lennar's right of termination for convenience, shall govern this Purchase Order and the Work.

Community: _____

Unit/Lot/Legal Description or Project: _____

Scope of Work: Contractor shall provide all labor, material, equipment and services as described below and as more fully described in Exhibit A attached (the "Work") and in conformance with the Contractor Base Agreement and any addenda, attachments and exhibits to the Contractor Base Agreement (the "Contract Documents").

Price/Payment: Contractor agrees to perform the Work for (choose one only):

☐ This lump sum of $_____

☐ A unit price of $_____ per _____

☐ Cost Plus a Fee with a Guaranteed Maximum Price ("GMP") of $_____. The Fee portion of the GMP shall equal (show choose one only) _____% of the cost of the Work (see Schedule B), or $_____. This Agreement shall also be subject to the terms and conditions set forth in Schedule B.

☐ Other _____

Schedule: Time is of the essence for Contractor's obligations herein. Contractor shall complete performance of the Work not later than (i) the ____ day of _____, 20__, or (ii) _____.

Execution: This Purchase Order shall be subject to cancellation at Lennar's option unless three (3) executed copies are returned to Lennar's home office by _____.

This Purchase Order is made between Lennar and Contractor for the performance of the Scope of Work described herein and in accordance with the requirements of the Contract Documents. Contractor acknowledges receipt of an executed copy of the Contractor Base Agreement. Contractor has read, understands and agrees to be bound by the terms of this Purchase Order, the Contractor Base Agreement, any addenda, attachments or exhibits to the Contractor Base Agreement, and any special or supplemental conditions attached to any of these documents.

CONTRACTOR

By: _____

Name: _____

Title: _____

Date: _____

LENNAR

By: _____

Name: _____

Title: _____

Date: _____

INT'L _____

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REVISED 11/07/06

EXHIBIT A - CONTRACTOR'S SCOPE OF WORK

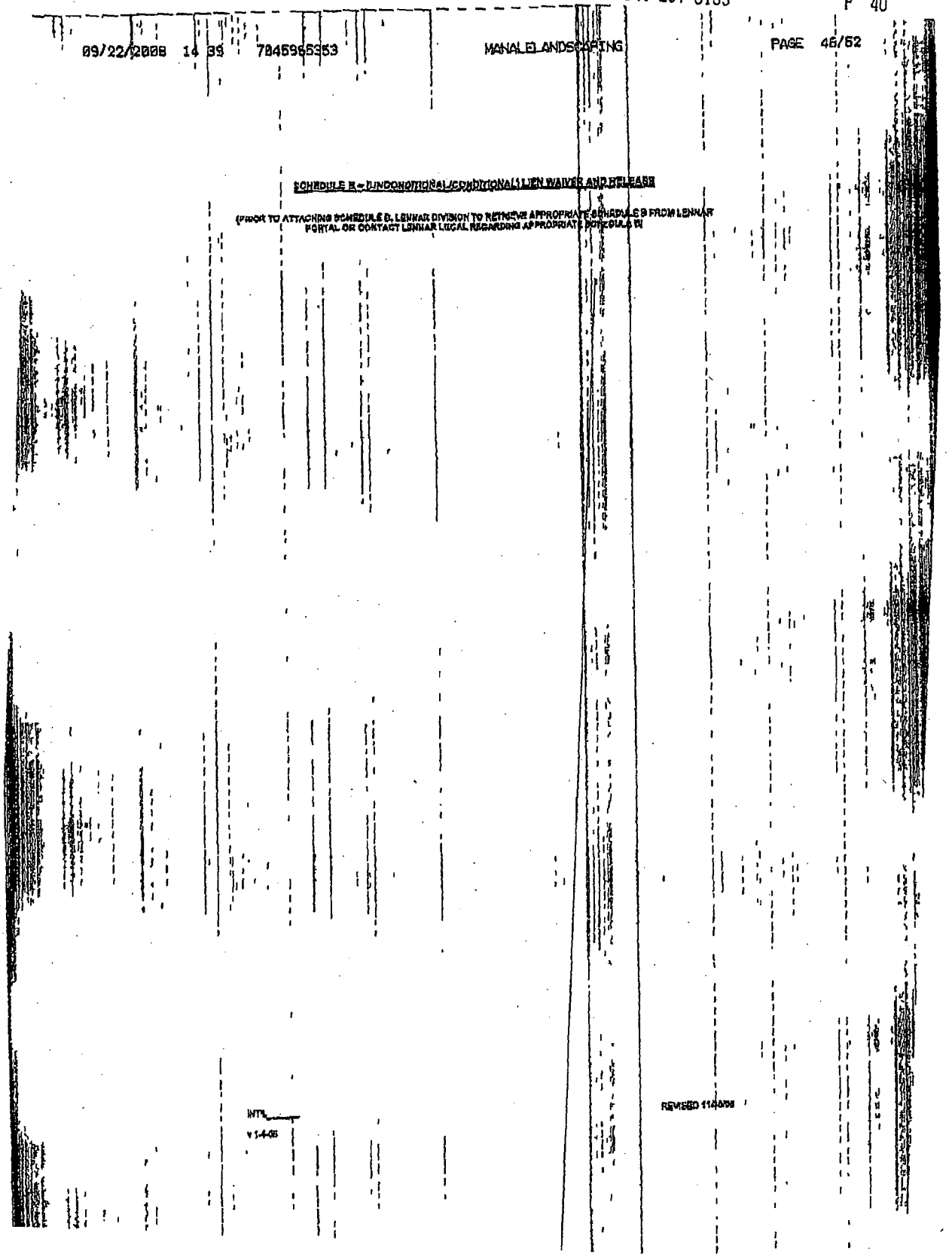
Contractor agrees to perform the Work listed below, as well as any work reasonably inferable from the Work, in strict accordance with the applicable Plans and Specifications, this Agreement and other legal requirements of any type.

- ☐ All Site Work including but not limited to: _____
- ☐ All Utilities Work including but not limited to: _____
- ☐ All Paving and Street Work including but not limited to _____
- ☐ All Pad Preparation Work including but not limited to: _____
- ☐ All Slab, Flatwork and other Concrete Work including but not limited to: _____
- ☐ All Plumbing Work including but not limited to: _____
- ☐ All Electrical Work including but not limited to: _____
- ☐ All HVAC Work including but not limited to: _____
- ☐ All Rough Framing Work including but not limited to: _____
- ☐ All Finished Framing Work including but not limited to: _____
- ☐ All Exterior Cladding Work including but not limited to: _____
- ☐ All Window Work including but not limited to: _____
- ☐ All Roofing Work including but not limited to: _____
- ☐ Plaster Work including but not limited to: _____
- ☐ Cabinetry Work including but not limited to: _____
- ☐ Painting and Finishes Work including but not limited to: _____

INIT. _____

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REVISED 11/2008



SCHEDULE B – (UNCONDITIONAL/CONDITIONAL) LIEN WAIVER AND RELEASE

(PRIOR TO ATTACHING SCHEDULE B, LENNAR DIVISION TO RETRIEVE APPROPRIATE SCHEDULE B FROM LENNAR PORTAL OR CONTACT LENNAR LEGAL REGARDING APPROPRIATE SCHEDULE B)

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REVISED 11/4/08

SCHEDULE C INSURANCE REQUIREMENTS

(PRIOR TO ATTACHING SCHEDULE C, LENNAR DIVISION TO RETRIEVE APPROPRIATE SCHEDULE C FROM LENNAR PORTAL OR CONTACT LENNAR RISK MANAGEMENT REGARDING APPROPRIATE SCHEDULE C)

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v 1-1-09

REVISED 11/30/08

SCHEDULE D – JOB RULES

1. Notwithstanding any contrary language in any agreement between Contractor and any third person, including any labor organization, neither Contractor nor any Subcontractor shall allow any person access to the job site unless they are directly and actively involved in the performance of the Work. No unauthorized persons (eg members of the general public, off-duty employees, family members, relatives, visitors, vendors, sales persons, officials of labor organizations, prospective homebuyers, etc.) shall be allowed on the Project or job site without Lennar's written consent. Access by any unauthorized person shall be considered unlawful trespass and a material breach of this Agreement.

2. Hard-hats, safe and working protective gloves, eye protection equipment, safety devices, and all other appropriate clothing and safety devices are required at all times and in all locations at the Project or job site for Contractor and any Subcontractor. If Contractor observes any other contractor violating this requirement, Contractor shall immediately report such violation to Lennar.

3. CONSUMPTION OF ALCOHOL OR ILLEGAL SUBSTANCES EITHER BEFORE OR DURING PERFORMANCE OF THE WORK IS CAUSE FOR IMMEDIATE SUSPENSION OF WORK AND TERMINATION OF THIS AGREEMENT. Contractor shall not allow any person acting by, through or under Contractor to be on the construction site or perform any part of the Work (a) while under the influence of alcohol or any drugs or controlled substances, or (b) if there is (i) any evidence of alcohol or drug use, possession, or impairment involving such employees, agents, or Subcontractors, or (ii) an incident where drug or alcohol use could have been a contributing factor. Lennar may require Contractor to remove any person that Lennar reasonably suspects is in any way impaired and, in such case, such person may only be considered for return to work after Contractor certifies as a result of a "for cause" test, completed immediately following removal, that person was in compliance with this Agreement. Contractor shall not allow on the job site any person that either refuses to take or tests positive to any alcohol or drug test. Lennar may, without prior notice, exercise reasonable suspicion or random testing of any person acting by, through or under Contractor. Lennar may search or require Contractor to search the person, possessions, and vehicles of any person acting by, through or under Contractor that are on the job site or any premises owned, controlled or managed by Lennar. Any person who refuses or cooperate with such search will be immediately removed from the premises and not allowed to return. Contractor will comply with all applicable federal, state and local drug and alcohol related laws and regulations (e.g., Department of Transportation regulations, Department of Defense Drug-Free Workforce Policy, Drug-Free Workplace Act of 1988). Lennar may perform unannounced audits of Contractor's alcohol and drug program to verify that Contractor's policy and its enforcement are acceptable to Lennar. In addition possession of alcohol, drugs, illegal or unprescribed controlled substances, firearms, explosives, weapons, and hazardous substances or articles is not permitted on the job site or other premises owned, controlled, or managed by Lennar. Lennar does not warrant or represent that Contractor's policy meets the requirements of any applicable law, rule or regulation, nor does Lennar warrant that the proper enforcement of Contractor's policy will ensure that no accidents or injuries will occur. In addition, any action taken or not taken by Lennar under this Paragraph shall not diminish or affect (i) any of Contractor's obligations under applicable law or this Agreement, or (ii) Contractor's status as an independent contractor.

4. Contractor and its employees, agents, subcontractors and suppliers shall not speed or otherwise operate their automobiles in a dangerous or offensive manner within the Lennar Community, and shall otherwise comply with all traffic laws, ordinances rules or regulations. The speed limit within the Lennar Community is 5 MPH.

5. No vehicles may be parked on shared lots, shared driveways, or in garages. No vehicles may be left on the job site overnight.

6. Lennar will provide portable toilet facilities for the use of Contractor's employees. Use of bathroom facilities in vacant or production homes is prohibited.

7. No eating, drinking or smoking is permitted at any job site at any time. Shoes must be removed prior to entering any carpeted home.

8. Contractor's personnel shall not set tools, machinery, materials, or trash on any landscape, bobbins, vinyl or concrete areas.

9. Contractor shall not perform any personal work for any of Lennar's homebuyers or prospective homebuyers without prior written approval from an officer of Lennar at the office address listed in this Agreement. Any unapproved work will be removed or replaced at Contractor's expense. Continued violation of this rule may result in the termination of this Agreement.

10. Neither Contractor nor any Subcontractor shall, without specific prior written authorization of Lennar's Regional President, give or receive any commission, fee, rebate, gift, loan or anything else of value to (a) any person or entity, including without limitation any agent or employee of a governmental authority in connection with or as a result of Contractor's work pursuant hereto, or (b) any agent or employee of Lennar hereunder to influence any decision or gain any other advantage for Lennar. Contractor or Lennar's Regional President, enter into any Neither Contractor nor any subcontractor shall, without prior written authorization of Lennar's Regional President, enter into any business arrangement with any agent or employee of Lennar or any affiliate of any agent or employee of Lennar. No agent or employee of Lennar is authorized to engage in any employment or enter into any contract or agreement that conflicts with Contractor's obligations under this Agreement. Contractor shall immediately notify the Lennar Legal Department in Miami, Florida, if any agent of employee of Lennar requests or suggests that Contractor provide anything of value in violation of this Paragraph, or should Contractor believe or have reason to believe that an agent or employee of Lennar expects to receive directly or indirectly anything of value.

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REVISED 1/1/2008

SCHEDULE E – COST PLUS A FEE WITH A GUARANTEED MAXIMUM PRICE

The following terms and conditions shall apply only if Lennar and Contractor have agreed that Contractor's Work will be done on a Cost Plus a Fee with a Guaranteed Maximum Price. In such event Lennar and Contractor agree as follows:

1. The sum of the Cost of the Work (see Section 2 below) plus the Contractor's Fee (set forth in Schedule A) is guaranteed by Contractor to not exceed the Guaranteed Maximum Price ("GMP") set forth in Schedule A, subject to additions or deletions by Change Order executed between Lennar and Contractor. Contractor remains obligated to complete the Work, even if the costs in doing so would be greater than the GMP.

2. The term "Cost of the Work" shall mean costs necessarily incurred by Contractor in the proper performance of the Work, and shall not be higher than the standard paid at the place of the Project. The Cost of the Work shall only include the items and limit in this paragraph 2.

a. Labor Costs:
   i. Wages of Contractor's workers directly employed at the Project site.
   ii. Wages or salaries of Contractor's supervisory personnel (a) working at the project site and with Lennar's approval, and (b) when stationed elsewhere in expediting the production of transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.
   iii. Costs paid or incurred by the Contractor for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and for personnel not covered by such agreements customarily benefits such as sick leave, medical and welfare benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Section 2.a.i and 2.a.ii above.

b. Subcontract Costs: Payments made by Contractor to its subcontractors in accordance with the requirements of the subcontracts.

c. Costs of Materials/Equipment Incorporated into The Work: Costs (including transportation and storage at (a) materials or equipment incorporated or to be incorporated into the completed construction and (b) reasonable waste and spoilage of such materials or equipment. All salvage value shall inure to Lennar's benefit and shall be a deduction from the Cost of the Work.

d. Costs of Other Materials/Equipment/Temporary Facilities/Related Items:
   i. Costs including transportation and storage installation maintenance, dismantling and removal of materials, supplies, temporary facilities machinery equipment, and hand tools not customarily owned by construction workers. All salvage value shall inure to Lennar's benefit and shall be a deduction from the Cost of the Work.
   ii. Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers. Rental rates shall be reasonable and subject to Lennar's prior approval.
   iii. Costs of debris removal from site.
   iv. Costs of copying facsimiles telecopiers telephone calls, postage, and telephone service at the Project site.
   v. Reasonable expenses of Contractor's personnel when traveling in discharge of Contractor's duties under this Agreement.
   vi. Costs of materials or equipment stored offsite and subject to Lennar's prior approval.

e. Miscellaneous:
   i. The portion of insurance and bonds directly attributable to the Work.
   ii. Sales, use or similar taxes imposed by a governmental authority and directly attributable to the Work.
   iii. Fees and assessments for all required building permits licenses (excluding any Contractor's License) and inspections.
   iv. Laboratory tests requiring any tests of defective or nonconforming Work.
   v. Royalties and license fees paid for using a design process or patent (unless required by Lennar the cost of defending suits or claims for patent infringement (but such design, processes or patents and costs of any settlement or judgment arising from such suit or claim.
   vi. Data processing costs directly related to the Work.
   vii. Other costs incurred in the performance of the Work if approved in writing by Lennar prior to the cost being incurred.
   viii. Costs due to emergencies incurred by Contractor in preventing damage, injury or loss to the Project or persons working at the Project site.

The term "Cost of the Work" shall not include the following costs and shall not be reimbursed by Lennar:

a. Unless otherwise provided in Section 2.e.i, salaries or other compensation of any personnel stationed at offices other than the Project site.
b. Costs associated with Contractor's principal office or other offices other than the Project site.
c. Costs associated with Contractor's administrative or overhead expenses, except as specifically included in Section 2.
d. Overhead and general expenses, except as specifically included in Section 2.
e. Capital costs of equipment, except as specifically included in Section 2.
f. Any costs incurred because of the negligence or failure of either Contractor or anyone acting by through or under Contractor to perform any obligation in this Agreement or as otherwise required by law.
g. Any costs of any type or nature which would cause the GMP to be exceeded.

4. Applications for payment:
   a. In addition to other requirements and conditions of payment set forth in the Agreement, Contractor submit with each application for payment documentation which establishes the Cost of the Work incurred by Contractor for the payment period, including without limitation, payroll records, invoices receipts, checks, vouchers, payment applications from Contractor's subcontractors or suppliers, purchase orders and other records or documentation.
   b. Each application for payment shall be based on the most recent schedule of values for each other subcontractor as Each application for payment shall be based on the most recent schedule of values submitted by Contractor pursuant to this agreement. The schedule is mutually agreed to by Lennar and Contractor (submitted by Contractor prior to Contractor's first draw) to a of values shall allocate the entire GMP among the various portions of the Work with Contractor's Fee shown as a of values shall allocate the entire GMP among the various portions of the Work with Contractor's Fee shown as a separate line item. The schedule of values may be rejected by Lennar if Contractor fails to provide data to substantiate its accuracy. The schedule of values shall be utilized as the basis for payments to Contractor.
   c. Each application for payment shall show the percentage completion of each portion of the Work. Should Lennar reject Contractor's proposed percentage completion, Contractor shall revise its application for payment and submit in accordance with Lennar's requirements.
   d. Subject to the other provisions of this Agreement, the amount of each progress payment shall be calculated as follows:
      i. Take that portion of the GMP properly allocable to completed Work as estimated by multiplying the percentage of completion of each portion of the Work by the share of the GMP allocated to that portion of the Work in the approved schedule of values.
      ii. Add that portion of the GMP properly allocable to materials and equipment delivered and properly stored at the Project site for ultimate incorporation into the Work.
      iii. If approved in writing by Lennar add that portion of the GMP allocable to materials and equipment properly

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REVISED 4/14/2006

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EXHIBIT 50

TO EXHIBIT A – AFFIDAVIT OF ROBERT MAUCH

Division Office: _____
Contract Number: _____
Cost Center: _____

CONTRACTOR BASE AGREEMENT

THIS CONTRACTOR BASE AGREEMENT (the "Agreement") made and entered into this 18 day of June 20 07 by and <Enter appropriate Lennar affiliate here> _____ (hereinafter "Lennar") and Myers Landscaping Inc. (hereinafter "Contractor").

1. SCOPE OF WORK: Contractor shall provide labor, material, equipment or other services in such location(s) and under such terms and conditions as Lennar shall deem necessary (the "Work") upon receipt of a Purchase Order from Lennar. When issued, the Purchase Order (see Schedule A) shall become part of this Agreement. The location(s) where the Work is to be performed shall be known as the job site or Project site, and may be more fully described in Exhibit "A" to the Purchase Order. Unless otherwise provided, the term "Subcontractor" shall include all persons or entities of all tiers, whether contracting directly with Contractor, or any person acting by, through or under Contractor, that are providing labor, materials, equipment, supplies, and/or supervision to satisfy the requirements of Contractor's Work.

1.1 PERFORMANCE OF THE WORK. Contractor shall furnish all labor, materials, equipment, supplies, supervision and all other things necessary to timely and properly perform the Work in a good and workmanlike manner, free from defects in workmanship or materials, acceptable to Lennar, and in strict accordance with (i) the plans and specifications, (ii) any applicable manufacturer's specifications, recommendations or requirements, (iii) applicable industry standards, codes, or other rules or regulations, and (iv) the requirements of Lennar's overall schedule. Contractor guarantees the availability of all labor, equipment and materials necessary to complete the Work in strict accordance with Lennar's schedule. Contractor shall be solely responsible to pay for all labor, salaries, materials, tools, equipment, supplies, state, federal, local and all other applicable sales, use, income or other taxes of any type or nature, transportation, storage facilities, offices, telephones, other overhead, shop drawings, supervision, temporary or permanent facilities and all other things necessary for the full and complete performance of the Work covered by this Agreement and the Purchase Order(s). Contractor shall secure and pay for all permits and governmental fees, licenses and inspections, to the extent necessary, for the proper execution and completion of Contractor's Work. No substitutions shall be allowed in the performance of the Work unless expressly approved by Lennar in writing.

1.2 INSPECTION AND INVESTIGATION. Contractor shall fully and completely investigate and study (i) the Project site, (ii) the plans and specifications, (iii) any manufacturer's specifications, and (iv) all other conditions that may affect the Work, and shall be solely responsible for verifying that it possesses the most current set of plans and specifications. By executing the Purchase Order, Contractor represents that it has noted no deficiencies or problems with the Project site, the plans and specifications, the manufacturer's specifications, or any other conditions which would impact its ability to perform the Work in accordance with the requirements of this Agreement or any Purchase Order. If Contractor subsequently discovers any discrepancies between the plans, specifications, manufacturer's specifications, physical conditions, or any errors and omissions in the plans or specifications or in the layout as given that might affect the Work, Contractor shall immediately notify Lennar in writing. Any Work performed by Contractor relating to such discrepancy, error or omission shall be done at Contractor's sole risk. Prior to ordering materials or performing the Work, Contractor shall verify (i) that the materials are adequate for the performance of the Work, and (ii) that all measurements or conditions relevant to Contractor's Work are acceptable. No extra charge or compensation shall be allowed on account of differences between actual dimensions or conditions, and the measurements and conditions which may be found as indicated in the plans and specifications. The soils and geology reports, investigations or borings available to Contractor were prepared by third parties and made only for the purpose of study and design. Lennar does not warrant or guarantee, either expressly or impliedly, (i) the sufficiency or accuracy of the reports or investigations or borings which have been made, or (ii) any conditions that exist throughout the Project. Contractor agrees to undertake the Work subject to all site conditions as they now exist or may arise.

1.3 DEFECTIVE WORK. Contractor is responsible, at its sole cost, for promptly repairing or replacing any defective Work noted by Lennar or any third-party inspectors. In the event Contractor's Work involves construction of a residential dwelling, Contractor is also responsible, at its sole cost, for promptly repairing or replacing any defective Work noted by the homebuyer. Contractor shall provide Lennar with an itemized construction inspection checklist in a form approved by Lennar that Contractor will use to verify completion and workmanship of the Work. The failure of Lennar to identify any defects in the Work during any inspection shall not relieve Contractor of its responsibility to perform the Work in accordance with the requirements of this Agreement. Lennar shall be the sole judge of the adequacy of the repairs made to fix defective work. If Contractor covers any Work prior to Lennar's inspection of the Work, then Contractor shall be responsible for the cost of uncovering or removal and replacement of the Work to allow Lennar's inspection. Contractor shall correct all items noted as needing correction within forty-eight (48) hours of receipt of Lennar's notice. In the event Contractor's Work involves construction of a residential dwelling, Contractor shall correct all items noted as needing correction including any items noted during homebuyer's Orientation before the earlier of (i) close of homeowner's escrow, or (ii) forty-eight (48) hours of receipt of Lennar's notice.

1.4 PROGRESS. Contractor shall comply with the deadlines and schedules established in the Purchase Order and by Lennar, and shall prosecute the Work with diligence and with adequate labor, equipment and materials to satisfy Contractor's progress requirements and so as to not delay the work of other contractors. Contractor shall cooperate and coordinate its Work with all other contractors so as to avoid any delay or interferences.

1.5 WORK OF OTHERS. Contractor shall be responsible for protecting its Work, and the work of other contractors or Lennar until final acceptance by Lennar. Contractor shall, without limitation, be fully responsible for the protection of all existing structures, materials, equipment, curbs, landscaping, flora, fauna, and adjacent property. Contractor shall be responsible for inspecting the work of other contractors that may affect its own Work and shall immediately report to Lennar, in writing, any defects, discrepancies or problems which could adversely affect Contractor's work.

1.6 MATERIALS. Unless otherwise specifically stated in this Agreement or any Purchase Order, all goods or materials (i) are to be shipped F.O.B. job site and paid for by Contractor, and (ii) shall be used within seven (7) days of their receipt. Deliveries to and storage at the Project or job site are the sole risk and responsibility of the Contractor. Contractor shall be responsible for damage or loss to all material and equipment until final payment by Lennar. No materials will be paid for until properly installed. Title to the Work shall vest in Lennar upon performance, provided however, the vesting of such title shall not impose any obligations on Lennar or relieve Contractor of any of its obligations hereunder. To the extent not prohibited by law, Contractor hereby waives any security interest or receivables rights it may have in goods or material to be supplied hereunder and waives its right to the remedies available for a buyer breach as provided in the Uniform Commercial Code. On-site storage for materials is not provided unless otherwise set forth in a Purchase Order.

1.7 DELAYS AND DISRUPTION—WAIVER OF CONSEQUENTIAL DAMAGES. IN THE EVENT OF ANY DELAY OR DISRUPTION, INTERFERENCE, STOPPAGE OR HINDRANCE IN COMMENCEMENT OR PROSECUTION OF THE WORK CAUSE BY ANY REASON WHATSOEVER (EACH, AN "INTERRUPTION"), INCLUDING ANY WORK INTERRUPTIONS CAUSED IN WHOLE OR IN PART, OR ALLEGED TO HAVE BEEN CAUSED IN WHOLE OR IN PART, BY LENNAR OR OTHER CONTRACTORS CONTRACTOR, TO THE FULLEST EXTENT PERMITTED BY LAW, HEREBY WAIVES ANY DAMAGES CAUSED BY SUCH WORK INTERRUPTIONS. CONTRACTOR'S SOLE AND EXCLUSIVE REMEDY FOR ANY WORK INTERRUPTIONS SHALL BE AN EXTENSION OF TIME TO PERFORM ITS WORK. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SPECIFICALLY WAIVES ANY RIGHT TO RECOVER DIRECT, INDIRECT, CONSEQUENTIAL, IMPACT, OR OTHER COSTS, EXPENSES, OR DAMAGES (INCLUDING BUT NOT LIMITED TO DELAY DAMAGES, COSTS OF ACCELERATION INEFFICIENCY, LOSS OF ORGANIZATION, LOSS OF PROFITS, JOB SITE OR HOME OFFICE OVERHEAD, LABOR OR MATERIAL ESCALATION, OR DETERIORATION OF MATERIALS CAUSED BY ANY WORK INTERRUPTION. TO THE FULLEST EXTENT PERMITTED BY

INT _____

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LAW CONTRACTOR ALSO SPECIFICALLY WAIVES ANY RIGHT TO RECOVER INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY TYPE AND NO MATTER THE CAUSE OF SUCH DAMAGES OR FAULT ON THE PART OF LENNAR OR ANY OTHER PERSON. NOTWITHSTANDING THE FOREGOING, THESE WAIVERS SHALL NOT PRECLUDE RECOVERY OF DAMAGES BY CONTRACTOR FOR WORK INTERRUPTIONS CAUSED SOLELY BY FRAUD, BAD FAITH, OR ACTIVE INTERFERENCE ON THE PART OF LENNAR.

2. LABOR AND SUPERVISION: Contractor shall maintain competent and sufficient supervision and employees on site during all times that Contractor is performing its Work. Contractor's superintendent shall be experienced, fully able to communicate with Lennar, trained, knowledgeable as to the Work, and shall have full authority to act for and bind Contractor. Contractor's superintendent shall be satisfactory to Lennar, and shall not be changed without Lennar's written consent. All communications or directions given to the Contractor's superintendent shall be as binding as if given to Contractor. Contractor shall enforce strict discipline and good order among its employees and Subcontractors, and shall not employ any unfit or unskilled person. Contractor shall immediately remove and replace any person deemed unfit or unskilled by Lennar. Contractor shall maintain a list of all persons performing its Work on the job site and shall produce such list to Lennar upon request. Contractor shall perform criminal background checks of any person that will perform any portion of its Work, and Contractor shall not allow any registered sex offender or any person convicted of a felony or a misdemeanor involving theft, larceny, violence, sexual assault or any other crime of moral turpitude to work at the Project site or job site. In performing such background checks, Contractor shall comply with all requirements of the Fair Credit Reporting Act and any other applicable laws and regulations.

3. LEGAL COMPLIANCE: Contractor and its Subcontractors shall, at all times, comply with all applicable local, state, or federal statutes, ordinances, rules and regulations, and any amendments thereto, as well as those of any other public body having authority concerning the Work, including *without limitation*, the local and state building codes, FHA Minimum Property requirements, VA building code requirements, the Occupational Safety and Health Act of 1970, 29 U.S.C. §§ 651 et seq, the Immigration Reform and Control Act of 1986 ("IRCA"), the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRAIRA"), the Immigration and Nationality Act ("INA"), all applicable equal employment opportunity laws and requirements promulgated by any governmental authority, including, without limitation, the requirements of Title VII of the 1964 Civil Rights Act, 42 United States Code, Section 1981, Executive Orders 11246, 11375 and 11478, the Age Discrimination in Employment Act, the Americans with Disabilities Act, and the Fair Labor Standards Act; all applicable local, state, or federal environmental laws and regulations including, without limitation, the Clean Air Act, 42 USC §§ 7401-7671; the Clean Water Act, 33 USC §§ 1251-1387; the Comprehensive Environmental Response Compensation and Liability Act (CERCLA), 42 USC §§ 9601-9675; the Solid Waste Disposal Act, 42 USC §§ 6901-6992, the Toxic Substances Control Act, 15 USC §§ 2601-2692; and the Endangered Species Act of 1973, 16 USC §§ 1531-544. Contractor is solely responsible, for itself and others acting by, through or under Contractor, for compliance with the requirements of this paragraph and the other obligations of this Agreement.

3.1 IMMIGRATION. With respect to its obligations herein or in any Purchase Order, Contractor specifically warrants and agrees it (i) shall not knowingly hire or continue to employ aliens not authorized to work in the United States, (ii) has and shall continue to verify the employment documentation specified in the Immigration Act, and (iii) has and shall properly complete and retain the Immigration and Naturalization Service's Form I-9 for all its employees covered by the Immigration Act. Accordingly and pursuant to the indemnity requirements of this Agreement, Contractor agrees to defend, indemnify and hold Lennar free and harmless from and against any claims or charges asserted or filed against and any judgments, fines, penalties and assessments entered against Lennar arising from or as the result of the employment or engagement of any person inconsistent with the foregoing promises or the laws of the United States. In addition, should Contractor fail to comply with this Section, Lennar shall have the right to rescind this Agreement and/or declare Contractor in default under this Agreement and as a result Lennar will be entitled to all direct, indirect, consequential, impact, or other costs, expenses, or damages, including but not limited to costs, loss of organization, lost profits, or attorneys' fees and/or paraprofessional fees arising out of or as a result of Contractor's breach of this Section. Furthermore, at Lennar's sole discretion and as a monetary remedy for such breach, Lennar may, as liquidated damages and not as a penalty, withhold all or any portion of payments owed to Contractor for any work completed but unpaid prior to Contractor's breach.

3.2 PATENT AND COPYRIGHTS. Contractor shall assume all liability for all royalties, licenses, patent fees, and any other charges made in connection with the use of patented or copyrighted processes in connection with its Work.

3.3 ENVIRONMENTAL. Prior to commencing the Work, Contractor shall identify in writing all hazardous or toxic substances to be used in performing the Work by Contractor, and shall provide Material Safety Data Sheets ("MSDS") to Lennar for those substances. Lennar may hold any payments otherwise due Contractor until such documentation is supplied. Contractor shall immediately notify Lennar in writing of all hazardous or toxic substances discovered during the performance of the Work or otherwise brought to the job site which were omitted from any previous notification(s) and promptly provide the MSDS on those substances to Lennar. Contractor shall not allow any hazardous or toxic substances on the job site unless (i) necessarily required for the performance of its Work, and (ii) Contractor has previously provided Lennar with MSDS sheets for those substances. Contractor shall immediately notify Lennar of any spill, release or discharge of any chemical or hazardous or toxic substance by itself or any other person. As to any spill, release or discharge of any chemical or hazardous or toxic substance which is caused by Contractor or any of its employees, agents, Subcontractors, customers, or invitees, Contractor shall at its sole expense, immediately take all reasonable, necessary and legally required actions to (i) prevent the further spread of any spill, release or discharge, and (ii) take immediate action to properly clean up said spill, release or discharge (including without limitation any soil or water contaminated by such spill, release or discharge) in full compliance with all applicable laws and regulations and any directions from Lennar.

It is acknowledged and understood that Contractor has inspected the job site, observed the environmental conditions of the job site, and reviewed and complied with Lennar's plans and specifications, including Lennar's Storm Water Pollution Prevention Plan ("SWPPP") and Dust Control Plan, and that Contractor has notice and knowledge of the environmental conditions of the job site. If, during the course of its performance of the Work, Contractor discovers a previously unidentified environmental condition, then Contractor shall immediately notify Lennar and shall not proceed with any work that would disturb such environmental condition without Lennar's approval.

3.4 STORM WATER COMPLIANCE. Contractor shall comply and shall ensure compliance by those acting by, through or under Contractor, with Lennar's SWPPP, applicable storm water permit ("Permit"), Dust Control Plan, and Lennar's Storm Water Compliance Guidelines to the extent applicable to Contractor's work ("Guidelines") if such Guidelines have been developed at the time of this Agreement. Before beginning any work at the job site, Contractor shall review the SWPPP, Permit, and applicable Guidelines, copies of which will be available at the job site or will be made available upon Contractor's request. If required, or requested by Lennar, Contractor shall sign the SWPPP before beginning its work. To the extent applicable to its work, Contractor shall fully comply with and implement the SWPPP, including the Best Management Practices ("BMPs") described by the SWPPP and applicable Guidelines. Contractor shall take care not to damage any BMPs, including any storm water, sediment, or erosion controls, by its work, and in the event Contractor causes such damage it shall immediately report such damage to Lennar and take appropriate measures to remedy such damage. Without limiting any of its other rights or remedies provided elsewhere in this Agreement (including its right to defense and indemnification by Contractor), Lennar may offset from any payments due Contractor, or otherwise recoverable from Contractor: (i) the costs to repair or replace any BMPs damaged by Contractor; and (ii) the costs of all fines, fees, expenses and other penalties sought against or incurred by Lennar due to, in whole or in part, Contractor's violation of the obligations herein, (b) Contractor's violation of the SWPPP, including violations arising from damage to BMPs caused by Contractor, or (c) Contractor's interference with the implementation of the SWPPP by Lennar or by any other party responsible for implementing the SWPPP. Failure to satisfy the obligations in this paragraph shall be deemed a material default of this Agreement, and Lennar may, without prejudice to any other right or remedy, (i) withhold any payments to Contractor under this Agreement or otherwise until Contractor has remedied its failure, and/or (ii) terminate this Agreement, withhold payments otherwise due Contractor under this Agreement or otherwise, and retain a separate contractor to complete Contractor's obligations at Contractor's expense.

3.5 DUST CONTROL COMPLIANCE. Contractor shall comply, and shall ensure compliance by those acting by, through or under Contractor, with Lennar's Dust Control Plan and applicable Dust Control Permit. Before beginning work at the job site, Contractor shall review the Dust Control Plan and Dust Control Permit, copies of which will be available at the job site or will be made available upon Contractor's request. To the extent applicable to its work, Contractor shall fully comply with and implement the Dust Control Plan and best management practices ("dust control BMPs") describing and setting forth measures, devices or work practices described by the Dust Control Plan. Contractor shall take care not to damage any dust control BMPs at the job site by its work; in the event Contractor causes such damage it shall immediately report the damage to Lennar and take appropriate measures to remedy such damage.

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Without limiting any of its other rights or remedies provided elsewhere in this Agreement (including its right to defense and indemnification by Contractor), Lennar may offset from any payments due Contractor, or otherwise recoverable from Contractor: (i) the costs to repair or replace any dust control BMPs damaged by Contractor; and (ii) the costs of all fines, fees, expenses and other penalties sought against or incurred by Lennar due to, in whole or in part: (a) Contractor's violation of the obligations herein, (b) Contractor's violation of the Dust Control Plan, including violations arising from damage to dust control BMPs caused by Contractor, or (c) Contractor's interference with the implementation of the Dust Control Plan by Lennar or by any other party responsible for implementing the Dust Control Plan. Failure to satisfy the obligations in this paragraph shall be deemed a material default of this Agreement, and Lennar may, without prejudice to any other right or remedy, (i) withhold any payments to Contractor under this Agreement or any Purchase Order(s) hereunder or otherwise until Contractor has remedied its failure, and/or (ii) terminate this Agreement, withhold payments otherwise due Contractor under this Agreement or otherwise, and retain a separate contractor to complete Contractor's obligations at Contractor's expense.

3.6 SAFETY. Contractor is an independent contractor and shall be solely responsible for ensuring that its Work is performed in a safe manner. Nothing herein shall be deemed to be an exercise of control by Lennar of Contractor's safety obligations. Contractor shall take all reasonable and necessary safety precautions with regard to the Work, shall coordinate its safety precautions with other contractors, subcontractors, and suppliers, shall comply with all safety requirements, laws, regulations, rules or ordinances of any authority (governmental or otherwise) responsible for the safety of persons or property. Contractor shall notify Lennar, both verbally and in writing, of all injuries to Contractor's employees within eight (8) hours of the injury. Failure to adhere to Lennar's safety policies, the safety requirements of this Agreement, or the job rules shall be deemed a material default of Contractor's obligations. Contractor agrees to comply with all health and safety programs, as well as any rules promulgated by Lennar, in furtherance of Contractor duties under the Occupational Safety and Health Act. If in the opinion of Lennar the health and safety of any person or persons is endangered or appropriate safety measures are not being implemented, Lennar may (but is not required to) take such action as it deems necessary and appropriate, including without limitation, the following: (i) stop Contractor's Work or require Contractor to immediately remedy any unsafe condition caused by the Contractor at its own expense; (ii) shut the Project or job site down, in whole or in part, until any unsafe condition is remedied; (iii) remedy any unsafe condition caused by Contractor at Contractor's sole expense; (iv) terminate this Agreement and hold Contractor fully liable for any losses incurred by Lennar as a result of the Contractor-caused unsafe condition and such termination; and/or (v) recover against Contractor all fines or penalties assessed by any authority (governmental or otherwise) and caused by or alleged to have been caused by Contractor.

3.7 Contractor acknowledges that it has reviewed all provisions of Lennar's Environmental Management Policy, including Lennar's SWPPP and Dust Control Plan, and that it has reviewed, signed, and returned Lennar's Trade Partner BMP Compliance Measures.

4. JOB RULES: Contractor is solely responsible for complying with and ensuring compliance by its employees and its Subcontractors with (i) Lennar's Code of Safe Practices, (ii) other Lennar policies concerning safety, reasonable restrictions on use and access to the job site by unauthorized personnel, and (iii) the other rules and policies concerning Lennar's work and as set forth in Schedule D to this Agreement. Upon failure to so comply, Lennar may, in addition to the other remedies herein, stop Contractor's Work and/or terminate this Agreement.

5. LIENS AND BOND CLAIMS: Contractor shall keep the Work and the real property being improved by Contractor free and clear of any liens, stop notices, fund trapping notices, or bond claims of any kind whatsoever (collectively "Lien or Bond Claims"), to the extent such Lien or Bond Claims (a) relate to Contractor's Work, or (b) are for any monies due or allegedly due (i) Contractor or any Subcontractor, (ii) any lending company, lender (secured or unsecured), or (iii) any other entity claiming by, through, or under Contractor or any Subcontractor (collectively the "Lien Claimants"). In the event a Lien or Bond Claim is filed or threatened to be filed by any Lien Claimant, Contractor shall, at Lennar's sole election, immediately (i) settle and resolve such claim and obtain a full waiver and release of the Lien or Bond Claim from the Lien Claimant, or (ii) provide a statutory bond acceptable to Lennar that will bond around or discharge such Lien or Bond Claim. Should Contractor fail to do so, Lennar may, without additional notice to Contractor, (i) settle, bond or discharge the lien or bond claim in any manner Lennar deems appropriate, and charge the costs thereof (including payment of the lien, stop notice or fund trapping notice, or bond claim amount, premiums for bonds, overhead, costs, and reasonable attorneys' fees and paraprofessional fees) to Contractor, and/or (ii) withhold further payments to Contractor under this Agreement or otherwise until Contractor has complied with its obligations herein. Lennar's obligations to pay such costs is not limited to any monies, if any, then due or to become due Contractor under any contract between Lennar and Contractor. Contractor has not and shall not assign any right or claim for payment from Lennar or any right to perfect a lien against the Work or real property to any third person. Any assignment or attempted assignment shall be unenforceable against Lennar, and shall be deemed a material default of this Agreement. Contractor shall include substantially identical language to this Section 5 in all subcontracts of any Subcontractor, and shall also require that all Subcontractors shall waive and release all liens and claims to liens as a condition to their receiving payment.

5.1 At Lennar's request, Contractor shall provide the following to Lennar: (i) Proof of payment for labor, equipment or material or equipment supplied for the Work or any other obligation for payment arising from the Work; (ii) an affidavit stating that every Subcontractor has been paid in full up to and including the date of any payment application, along with the names of any such person or entity who has not been paid in full and the amount due each; (iii) a Partial Waiver and Release of Lien executed by Contractor or any Subcontractor, in a form acceptable to Lennar, indicating their waiver and release of all lien rights for any part of the Work performed as of the date of Contractor's payment therefore; and, (iv) prior to final payment for the Work, a Final Lien Waiver and Release from Contractor and/or any Subcontractor. If Lennar believes that Contractor's financial circumstances will affect Contractor's performance of its obligations herein, Lennar may take any other precautionary action it deems reasonably necessary to protect its interests including, without limitation, (i) the right to request additional financial assurances from Contractor, (ii) the right to require Contractor to post, at Contractor's cost, a payment bond, (iii) the right to withhold all or any portion of payments due Contractor, or (iv) the right to make payments jointly to Contractor and any person claiming monies from Contractor or any Subcontractor.

[***DIVISIONS: PLEASE CHECK APPROPRIATE BOX WHETHER UTILIZING CONDITIONAL OR UNCONDITIONAL LIEN WAIVERS***:]

5.2 CONDITIONAL/UNCONDITIONAL LIEN WAIVER:

☐ CONDITIONAL LIEN WAIVER: At such time as an invoice is submitted, and as a condition to receiving payment, Contractor shall execute and furnish to Lennar a notarized conditional lien release acknowledging receipt of all payments through the period covered by the current invoice and shall, upon request by Lennar, cause all of its Subcontractors to execute similar lien waivers acknowledging receipt of all payments due through the period covered by the current invoice, to the extent payment is actually received. Contractor shall also submit unconditional notarized lien releases from itself and all Subcontractors for payments previously made by Lennar. The lien waivers required to be delivered to Lennar by Contractor under this Agreement shall be original executed waivers, not photocopies, and shall comply with all applicable laws regarding such lien waivers. Contractor shall also comply with all procedural requirements of laws of the State that govern this Agreement with respect to the enforceability of such lien waivers. Regardless of this section, Contractor agrees to provide Lennar with materials and supplies that are free and clear of any debt or lien against said materials or supplies. Upon receipt of final payment for the Work, Contractor shall (from itself and all Subcontractors) provide a Final Unconditional Lien Waiver and Release to Lennar for each property for which the Work was provided

☐ UNCONDITIONAL LIEN WAIVER: At such time as payment is made and as a condition for such payment, Contractor shall execute and furnish to Lennar a notarized unconditional lien release acknowledging receipt of all payments through the period covered by the current invoice and shall, upon request by Lennar, cause all of its Subcontractors to execute similar lien waivers acknowledging receipt of all payments due through the period covered by the current invoice. The lien waivers required to be delivered to Lennar by Contractor under this Agreement shall be original executed waivers, not photocopies, and shall comply with all applicable laws regarding such lien waivers. Contractor shall also comply with all procedural requirements of laws of the State that govern this Agreement with respect to the enforceability of such lien waivers. Regardless of this section, Contractor agrees to provide Lennar with materials and supplies that are free and clear of any debt or lien against said materials or supplies. Upon receipt of final payment for the Work, Contractor shall (from itself and all Subcontractors) provide a Final Unconditional Lien Waiver and Release to Lennar for each property for which the Work was provided.

6. LENNAR'S EQUIPMENT: Should Contractor or any Subcontractor use equipment, scaffolding or other facilities of Lennar or another contractor, it is understood and agreed that (i) Contractor and Subcontractor shall fully inspect and become familiar with the proper and safe use of

such equipment, scaffolding or facilities, (ii) Contractor and Subcontractor shall properly train and supervise their employees, subcontractors and suppliers in the proper and safe use of such equipment, scaffolding and facilities, and (iii) Contractor's or Subcontractor's use of such equipment, scaffolding or facilities shall be at their sole risk. Contractor and Subcontractor waive all claims and liability of any type or nature against Lennar and the owners or lessors of such equipment, scaffolding or other facilities, assumes the full risk of the operation thereof, and assumes full responsibility for any and all loss, cost, expense (including all attorneys' fees and paraprofessional fees), damage, or injury arising therefrom.

7. SECURITY: Contractor shall be solely responsible for providing security for its Work, tools, equipment, materials or other property. Regardless of whether Lennar provides security at the Project, Lennar shall not be responsible for theft, vandalism or loss to any of Contractor's or Subcontractor's Work, tools, equipment, materials or other property.

8. CLEAN UP: Contractor shall maintain a tidy job site and Community and clean up and haul away all debris, rubbish, hazardous or toxic discharges and surplus materials ("Construction Debris") on a daily basis and properly dispose of such Construction Debris in an authorized trash bin or at a licensed or certified landfill. In addition, Contractor will leave the job site, subject property and, if applicable, the building premise(s) clean and in good order. These obligations are in addition to Contractor's obligations under any other section of this Agreement. If, after 24 hours notice by Lennar's representative to Contractor's representative, Contractor has not diligently proceeded with the clean-up as outlined in this Section, then Lennar shall have the right to proceed with the clean-up at Contractor's expense.

9. INSURANCE: Before starting Work, Contractor shall procure and maintain at its own expense the insurance set forth in Schedule C hereto, which requirements are incorporated by this reference as though set forth in full herein.

10. EXPRESS WARRANTIES: Contractor expressly warrants to Lennar, Lennar's customers, or any subsequent owner of a structure constructed by Lennar (collectively "Warranty Beneficiaries"), that its Work shall be performed in a good and workmanlike manner, free from defects in workmanship or materials, and in strict accordance with (i) the plans and specifications, (ii) any applicable manufacturer's specifications, recommendations or requirements, and (iii) all applicable industry standards, codes, or other rules or regulations applicable to the performance of the Work. This warranty section is in addition to warranties provided by law. Any portion of Contractor's Work not complying with the foregoing shall be considered defective. Contractor shall also require each of its Subcontractors to give to Lennar the same warranty regarding the Subcontractor's work. Contractor shall, within two (2) working days of notification by Lennar, repair or replace any defective Work unless the warranty work could not reasonably be performed within such time period, in which event the warranty work shall be performed as quickly as reasonably possible. In the event of an emergency (as determined by Lennar), the Contractor shall perform its warranty work within eight (8) hours. In addition, a seven (7) day-a-week and a twenty-four (24) hour on-call emergency service must be provided by Contractor and any Subcontractor providing roofing, plumbing, electrical and/or HVAC work.

10.1. Extended Warranties. In addition to the foregoing warranties, Contractor shall also, (a) for a period of twelve (12) months from (i) the *date of close of escrow* between Lennar and its homebuyers for Work associated with a structure or associated site work intended to be used primarily for residential purposes, or (ii) *final completion of the Work* for all other types of Work, repair or replace ***any*** *defective Work*, and perform Lennar's obligations under any applicable warranty insurance programs (the "One Year Warranty"); (b) for a period of twenty-four (24) months from the (i) the date of close of escrow between Lennar and its homebuyers for Work associated with a structure or associated site work intended to be used primarily for residential purposes, or (ii) *final completion of the Work* for all other types of Work, repair or replace any defective Work associated with any ***heating, cooling, mechanical and electrical systems*** (the "Systems") installed by Contractor, and perform Lennar's Systems obligations under any applicable warranty insurance programs (the "Two Year Warranty"); and (c) for a period of one-hundred twenty (120) months from (i) the *date of close of escrow* between Lennar and its homebuyers for Work associated with a structure or associated site work intended to be used primarily for residential purposes, or (ii) *final completion of the Work* for all other types of Work, repair or replace any defective Work, associated with ***structural damage***, and perform Lennar's obligations under any applicable warranty insurance programs (the "Ten Year Warranty"). The foregoing obligations exist so long as the defect(s) arose or existed during the relevant extended warranty periods, and even if such defects were not observed until after the expiration of the extended warranty period. Should Lennar perform any of Contractor's warranty work (extended or otherwise), Contractor shall reimburse Lennar for the cost of repairing or replacing such defective Work. Notwithstanding anything to the contrary herein, should any state or federal law impose a warranty, express or implied, or any other obligation to repair, replace or pay for defective work arising from Contractor's Work that is longer than the time period set forth in this paragraph, Contractor's warranty obligation period shall be deemed to extend for the duration of the applicable state or federal law.

10.2 Manufacturer's Warranties. Prior to the earlier of completion of Work or upon the termination of this Agreement, Contractor shall provide Lennar with any and all applicable manufacturer's warranties on equipment, materials or appliances furnished pursuant to this Agreement. Contractor shall fully cooperate with Lennar in making any claim on any manufacturer's warranty.

11. EXTRA WORK/CHANGES: NO EXTRA WORK OR CHANGES SHALL BE PERFORMED BY CONTRACTOR OR PAID FOR BY LENNAR UNLESS (i) SPECIFICALLY AUTHORIZED IN WRITING BY LENNAR'S CONSTRUCTION SUPERINTENDENT, AND (ii) A WRITTEN PURCHASE ORDER IS SIGNED BY BOTH CONTRACTOR AND LENNAR'S CONSTRUCTION SUPERINTENDENT PRIOR TO COMMENCING ANY EXTRA WORK OR CHANGES. NO EMPLOYEE OR REPRESENTATIVE OF LENNAR IS AUTHORIZED TO MAKE ANY VERBAL AGREEMENT WAIVING THIS PROVISION, AND CONTRACTOR AGREES THAT IT SHALL NOT RELY ON ANY VERBAL AGREEMENT IN PERFORMING ANY WORK.

12. PAYMENT: The price for the Work and additional terms for payment shall be set forth in the Purchase Order. Lennar has no obligation to pay Contractor for any Work performed prior to execution of a written Purchase Order which specifically covers such Work. No payment shall be due unless Contractor has otherwise satisfied all obligations set forth in this Agreement.

12.1 Payment shall be made in accordance with Lennar's standard practices. Payment will only be considered for Work properly performed, inspected and accepted as of the date of the payment request. As a condition precedent to any payment, Contractor shall (i) submit a request for payment to the Lennar address noted below, (ii) utilize a payment request form acceptable to Lennar, (iii) deliver executed lien waivers and releases in accordance with Section 6.2, and (iv) submit all other documentation reasonably required by Lennar to establish Contractor's entitlement to funds. No payment shall be deemed to constitute acceptance by Lennar of any defective or unacceptable Work.

12.2 All payments to Contractor are trust funds and shall first be used for the full payment of all Subcontractors. Contractor shall ensure that all Subcontractors are at all times fully and timely paid all amounts due in connection with the Work. Contractor shall immediately notify Lennar of any claims or disputes involving any Subcontractor. When Lennar learns of any claim or dispute, Lennar may (i) withhold payments otherwise due Contractor until the claim or dispute is resolved to Lennar's satisfaction, (ii) issue joint checks to Contractor and any claimant, or (iii) deposit any disputed funds into the registry of a court of law. Contractor shall reimburse Lennar for any costs incurred by Lennar as a result of such claims or disputes. Should any dispute arise after payment by Lennar, Contractor shall immediately deposit any payments made relating to such labor or material into an interest-bearing account and shall only use this money to resolve such claims or disputes.

12.3 Lennar may, but is not required to, withhold retainage from each payment as provided by applicable law, and shall release such retainage when: (a) Contractor has fully performed its obligations herein (save and except future performed warranty obligations); (b) Contractor has provided final lien releases and waivers (conditioned only upon receipt of the retainage) from itself and all Subcontractors; and (c) the legal time period for holding such retainage has expired. In the absence of any legally required amount, the retainage shall equal ten (10%) percent of each payment.

12.4 Lennar may, at its option, issue file, and/or record with the appropriate regulating agency a Notice of Completion. By issuing, filing and/or recording said notice of completion, Lennar does not release the Contractor from any of Contractor's obligations under this Agreement or any Purchase Order issued hereunder. Without limiting the generality of the foregoing, in no event shall the issuance and/or recordation of a notice of completion be deemed to commence any warranty periods with respect to the Work performed by Contractor as such warranty obligations are set forth in this Agreement.

13. REMEDIES AND TERMINATION: In addition to and without limiting Lennar's other remedies set forth herein or as otherwise provided by law, Lennar shall have the following rights:

13.1 If Contractor shall file for or be adjudged bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if Contractor should persistently or repeatedly refuse or should fail, in the reasonable opinion of Lennar, to supply enough properly skilled workmen or proper materials or make delivery of materials as required, or if such materialmen or laborers for material supplied or Work performed disregard laws, ordinances, job rules, or instructions, or if Contractor fails to make prompt and proper payment for labor, materials, equipment or services provided by, through or under Contractor, or if Contractor fails to remedy defective Work or fails to perform warranty services or repairs within the time periods set forth in this Agreement, or should Contractor cause damage to the work of another contractor and/or subcontractor, or if Lennar is fined by any governmental agency on account of or arising out of the violation by Contractor or any Subcontractor of any law, or should Contractor fail in Lennar's sole judgment to prosecute its Work diligently and promptly, or if Contractor otherwise breaches any of its obligations in this Agreement or any of its other agreements with the Lennar division for which Contractor is performing the Work herein, or if Lennar has a reasonable basis to believe that Contractor will not be able to properly perform all of its obligations in this Agreement or under any Purchase Order, Lennar may, without prejudice to any other right or remedy in this Agreement or any law and after giving Contractor forty-eight (48) hours written notice, (i) terminate this Agreement and take possession of Contractor's materials, tools, equipment and appliances thereon and finish the Work by whatever method it may deem expedient in its sole discretion; (ii) withhold payment otherwise due Contractor until the Work is completed and accepted, or until defective Work is remedied, or until warranty services are properly performed, or until such breach has been remedied, (iii) stop the Work until such breach has been cured to Lennar's satisfaction, and/or (iv) furnish or cause to be furnished additional labor or materials at Contractor's expense. If the costs of completing the Work, furnishing additional labor or materials, or remedying Contractor's breach do not exceed the unpaid balance under the applicable Purchase Order(s), and if Contractor is otherwise entitled to receive payment, Lennar shall pay the difference (less a reasonable sum to ensure Contractor's performance of any remaining warranty obligations) to Contractor upon completion of the Work. If such expenses of completing the Work or remedying Contractor's breach exceed the unpaid balance under the applicable Purchase Order(s), Lennar may offset the difference against any amounts due Contractor under this Agreement or other purchase order, contract, or other agreement. Upon demand, Contractor shall pay the difference to Lennar plus any and all costs, expenses and attorneys' fees and paraprofessional fees incurred by Lennar in enforcing or performing any of Contractor's obligations under this Agreement.

13.2 Lennar shall also have the right to terminate this Agreement or any Purchase Orders or portions thereof issued to Contractor without cause and for Lennar's convenience. In such event, Contractor shall be paid only for that Work actually performed as of the date of termination, and Contractor waives recovery for any other costs or damages, direct or consequential including without limitation prospective profits, on Work not performed.

13.3 Should Contractor breach any of its obligations in this Agreement, Lennar shall be entitled to recover against Contractor any reasonable and necessary attorneys' fees and paraprofessional fees, costs and expenses incurred by Lennar in pursuing claims against Contractor.

14. DEFENSE AND INDEMNITY: TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AND IN CONSIDERATION OF THE SUM OF ONE HUNDRED DOLLARS ($100.00), WHICH SUM IS INCLUDED IN THE PRICE(S) ESTABLISHED UNDER THE PURCHASE ORDER(S), THE ADEQUACY AND RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, CONTRACTOR HEREBY AGREES TO UNCONDITIONALLY DEFEND, INDEMNIFY AND HOLD HARMLESS LENNAR, ITS PARENT, AFFILIATES, SUBSIDIARIES, PARTNERS, JOINT VENTURERS, OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS, EMPLOYEES, INSURERS, SURETIES, ANY OWNER OF REAL PROPERTY IMPROVED OR ALLEGED TO HAVE BEEN IMPROVED BY THE CONTRACTOR, OR ANY OF THEM (COLLECTIVELY "INDEMNITEES") AGAINST ANY AND ALL CIVIL OR CRIMINAL LIABILITIES, COSTS, EXPENSES, CLAIMS, DEMANDS, CAUSES OF ACTION, LIEN CLAIMS, THREATS OF LIENS, STOP NOTICES, FUND TRAPPING NOTICES, BOND CLAIMS, PENALTIES, FINES, CITATIONS, LOSSES, AND DAMAGES (INCLUDING COURT COSTS, ATTORNEYS' FEES AND PARAPROFESSIONAL FEES, AND COSTS OF INVESTIGATION), OF ANY NATURE, KIND, OR DESCRIPTION, ARISING OUT OF, IN CONNECTION WITH, CAUSED BY, ALLEGED TO HAVE BEEN CAUSED BY, OR RESULTING FROM, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, (1) THE WORK, LABOR, MATERIALS, EQUIPMENT OR SERVICES PERFORMED OR SUPPLIED OR ALLEGED TO HAVE BEEN PERFORMED OR SUPPLIED BY CONTRACTOR OR ANY OF ITS SUBCONTRACTORS, (2) ANY ACT OR OMISSION OF CONTRACTOR OR ANY OF ITS SUBCONTRACTORS, OR (3) ANY ACT OR OMISSION OF LENNAR OR LENNAR'S OTHER CONTRACTORS, SUBCONTRACTORS, OR SUPPLIERS OR ANY OF THEIR EMPLOYEES, AGENTS, INVITEES OR ANY PERSON ACTING BY, THROUGH OR UNDER LENNAR OR LENNAR'S OTHER CONTRACTORS, SUBCONTRACTORS, OR SUPPLIERS (COLLECTIVELY "LIABILITIES"). THE OBLIGATIONS OF CONTRACTOR UNDER THIS INDEMNIFICATION SHALL APPLY TO LIABILITIES EVEN IF SUCH LIABILITIES ARISE FROM OR ARE ATTRIBUTED TO THE CONCURRENT NEGLIGENCE OF ANY INDEMNITEE. NOTWITHSTANDING THE FOREGOING, CONTRACTOR SHALL NOT BE OBLIGATED UNDER THIS AGREEMENT TO INDEMNIFY THE INDEMNITEES TO THE EXTENT SUCH LIABILITIES RESULT FROM THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE. CONTRACTOR SHALL, AT ITS EXPENSE, ASSUME THE DEFENSE OF THE INDEMNITEES, OR ANY OF THEM, AND SHALL CONDUCT SUCH DEFENSE WITH DUE DILIGENCE AND IN GOOD FAITH WITH COUNSEL SATISFACTORY TO LENNAR. SHOULD CONTRACTOR BREACH ITS DEFENSE AND INDEMNITY OBLIGATIONS, LENNAR MAY, AND WITHOUT RELIEVING CONTRACTOR OF ITS INDEMNITY OBLIGATIONS, ASSUME ANY DEFENSE OBLIGATION AND TRY OR SETTLE SUCH CLAIM, AND CONTRACTOR (1) SHALL REIMBURSE LENNAR FOR ALL COSTS AND EXPENSES INCURRED OR PAID BY ANY INDEMNITEE IN THE DEFENSE, SETTLEMENT, TRIAL OR ARBITRATION, AND (2) PAY ANY JUDGMENT OR AWARD OBTAINED AGAINST THE INDEMNITEES OR ANY OF THEM. NEITHER THE INDEMNITY OBLIGATIONS UNDER THIS SECTION, NOR ANY COMMON LAW AND/OR STATUTORY CONTRIBUTION RIGHTS OR OTHER RIGHTS OF LENNAR OR ANY INDEMNITEE, SHALL BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGE, COMPENSATION, OR BENEFITS PAYABLE BY OR FOR THE CONTRACTOR OR LENNAR UNDER INSURANCE POLICIES, WORKERS' COMPENSATION ACTS, DISABILITY BENEFIT ACTS, OR OTHER EMPLOYEE BENEFIT ACTS. THIS PROVISION IS SEPARATE AND DISTINCT FROM, AND IN ADDITION TO, ANY OTHER PROVISION OR SECTION IN THIS AGREEMENT, INCLUDING ANY PROVISION OR SECTION CONCERNING INDEMNIFICATION AND PROCUREMENT OF INSURANCE. IT IS SPECIFICALLY AGREED WITH RESPECT TO ANY LEGAL LIMITATIONS NOW OR HEREAFTER IN EFFECT AND AFFECTING THE VALIDITY OR ENFORCEABILITY OF THE INDEMNIFICATION OBLIGATION UNDER THIS SECTION, THAT SUCH LEGAL LIMITATIONS ARE MADE A PART OF THE INDEMNIFICATION OBLIGATION AND SHALL OPERATE TO AMEND THE INDEMNIFICATION OBLIGATION TO THE MINIMUM EXTENT NECESSARY TO BRING THE PROVISION INTO CONFORMITY WITH THE REQUIREMENTS OF SUCH LIMITATIONS, AND AS SO MODIFIED, THE INDEMNIFICATION OBLIGATION SHALL CONTINUE IN FULL FORCE AND EFFECT EVEN AFTER COMPLETION OF THE WORK OR TERMINATION OF THIS AGREEMENT. EXCEPT AS EXPRESSLY PROVIDED OTHERWISE, IT IS THE SPECIFIC INTENT OF THIS INDEMNITY THAT THE CONTRACTOR IS INDEMNIFYING THE INDEMNITEES FROM ACTS OF NEGLIGENCE OF INDEMNITEES.

In any and all claims against Lennar hereunder by any employee of Contractor or any employee of any other person or entity acting by, through

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under Contractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor or supplier under workers' or workmen's compensation acts, disability acts or other employee benefit acts, and Contractor expressly waives any right it may have to assert such limitation. Contractor expressly waives any right of subrogation that it or its insurers may have against the indemnitees or any of them. In addition, in no event shall Contractor's obligations hereunder be limited to the extent of any insurance available to or provided by Contractor. The indemnity obligations in this Agreement shall not be limited by the insurance required to be provided by Contractor pursuant to this Agreement; nor shall the insurance requirements of this Agreement be limited by the indemnity obligations of this Agreement.

15. WAIVER OF JURY TRIAL/ARBITRATION: TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, AND AFTER CONSULTING WITH LEGAL COUNSEL OF THEIR OWN CHOOSING, CONTRACTOR AND LENNAR, ON BEHALF OF THEMSELVES AND ANY PERSON OR ENTITY ACTING BY, THROUGH OR UNDER THEM, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY AGREE TO WAIVE THE RIGHT TO TRIAL BY JURY IN CONNECTION WITH ANY LITIGATION OR JUDICIAL PROCEEDING RELATING TO OR CONCERNING, DIRECTLY OR INDIRECTLY, THIS AGREEMENT OR ANY OTHER RIGHTS OR OBLIGATIONS BETWEEN LENNAR, CONTRACTOR AND ALL PERSONS ACTING BY, THROUGH OR UNDER LENNAR OR CONTRACTOR. LENNAR AND CONTRACTOR ACKNOWLEDGE THAT SEPARATE AND GOOD AND VALUABLE CONSIDERATION HAS BEEN PROVIDED BY EACH FOR THIS WAIVER. THIS WAIVER SHALL APPLY TO THIS AGREEMENT, ANY FUTURE AMENDMENTS, SUPPLEMENTS OR MODIFICATIONS OF THIS AGREEMENT, AND ANY FUTURE CHANGE ORDERS OR PURCHASE ORDERS. NOTWITHSTANDING THE FOREGOING, IF (A) LENNAR IS A PARTY TO A LAWSUIT, IS REQUIRED TO TRY THE DISPUTE BEFORE A JURY, AND BELIEVES THAT CONTRACTOR IS LIABLE, IN WHOLE OR IN PART, FOR THE CLAIMS BEING MADE IN THE LAWSUIT, THEN THIS WAIVER OF JURY TRIAL SHALL NOT APPLY; OR (B) LENNAR IS A PARTY TO AN ARBITRATION ACTION, IS REQUIRED TO TRY THE DISPUTE BEFORE AN ARBITRATOR(S), AND BELIEVES THAT CONTRACTOR IS LIABLE, IN WHOLE OR IN PART, FOR THE CLAIMS BEING MADE IN THE ARBITRATION, THEN LENNAR AND CONTRACTOR AGREE THAT THE DISPUTES BETWEEN THEM WILL BE FULLY AND FINALLY RESOLVED IN SUCH ARBITRATION AND IN ACCORDANCE WITH THE ARBITRATION ACT AND ARBITRATION RULES THEN GOVERNING THE ARBITRATION, AND NOT BY JUDGE OR BY JURY. LENNAR AND CONTRACTOR SPECIFICALLY AGREE THAT THIS AGREEMENT INVOLVES INTERSTATE COMMERCE, AND THAT ANY ARBITRATION SHALL BE GOVERNED BY THE FEDERAL ARBITRATION ACT.

16. INDEPENDENT CONTRACTOR/AUTHORITY: Contractor is acting as an independent contractor and not a partner or joint venturer of Lennar. Lennar is solely responsible for the employment, acts, errors, omissions, control and direction of its employees, agents, and Subcontractors. Nothing contained in this Agreement shall authorize or empower Contractor to assume or create any responsibility whatsoever, express or implied, on behalf of or in the name of Lennar, or to bind Lennar in any manner, or make representation, warranty, or commitment on behalf of Lennar, or purchase materials or otherwise incur debts in Lennar's name.

17. CONTRACTOR REGULATION: To the extent required by law, Contractor warrants that it is licensed to perform the Work under the applicable Purchase Order(s). Contractor shall maintain all required permits and licenses in good standing at all times.

18. CUSTOMER APPRECIATION GIFTS OR EVENTS: Lennar periodically gives its contractors and contractors' employees customary and nominal tokens of its appreciation, such as logo and non-logo apparel, rounds of golf, spa days, meals, materials and other "customer appreciation" gifts or outings. Contractor acknowledges and agrees that this is customary in the industry and does not constitute an attempt to improperly influence Contractor or Contractor's employees and does not and will not give rise to any claims for civil or criminal misconduct. Lennar fully understands that as a consequence of accepting any tokens of appreciation from Lennar, Contractor or Contractor's employees will be under no obligation to Lennar other than those contained in this Agreement. In order to ensure that Contractor is aware of this practice, Contractor expressly agrees that Lennar may, *at Lennar's sole discretion, without any obligation on the part of Lennar and without further notice to Contractor,* provide similar tokens of appreciation to Contractor or Contractor's employees without the need to obtain additional written or verbal consent from Contractor.

19. NO GIFTS: Neither Contractor nor any partner, director, employee, or agent of Contractor shall, without specific written authorization of Lennar, give to or receive from any person or entity, including without limitation, any officer or employee of any governmental or quasi-governmental agency, department, or instrumentality, any commission, fee, rebate, gift or loan of significant cost or value in connection with or as a result of Contractor's Work provided hereunder (excluding Gifts from Lennar pursuant to Section 18), to influence any decision, or to gain any other advantage for Lennar or Contractor. Contractor shall not (a) enter into any business arrangement with any partner or employee of Lennar, or any affiliate of same other than one acting in a capacity as a representative of Lennar or such affiliate in accordance with this Agreement and with the prior written approval of Lennar or (b) engage in any employment or enter into any contract or agreement that conflicts with Contractor's obligations under this Agreement. In the event of a violation of this Section, Contractor shall pay to Lennar any and all amounts received by Contractor or any other individual or entity described above, however, such payment shall not limit, or operate as a waiver of, any other legal or equitable rights which Lennar may have against Contractor at law, in equity, or under this Agreement. Due to the nature of this transaction and the potential exposure to various forms of fines, penalties, sanctions and other damages to Lennar's business and reputation, all of which are, at the date of executing this Agreement, impractical and extremely difficult to ascertain in advance, Lennar and Contractor agree that if Lennar terminates this Agreement due to the breach of this Section, then, as the monetary remedy for such breach and at Lennar's election and, as liquidated damages and not as a penalty, Contractor agrees that Contractor shall not be paid any amounts billed but unpaid for Contractor's compensation for Work completed prior to the termination date, as provided in Section 13. This provision shall not be construed as a waiver of Lennar's right to obtain temporary or permanent injunctive relief for any breach or threatened breach by Contractor of this Section. In addition to the remedies available under this Section, and at Lennar's election, Lennar shall also be entitled to injunctive remedies for breach of this Section, including without limitation, rescission.

20. STANDARDS OF BUSINESS ETHICS: Contractor represents that it has not and will not receive or give gifts or gratuities, nor participate in any other conduct in connection with this Agreement or any Purchase Order that violates the Standards of Business Ethics and Conduct of Lennar ("Lennar's Business Ethics") (see www.Lennar.com). Should any employee of Lennar or any of its Trade Partners engage in any conduct which Contractor believes is in violation of Lennar's Business Ethics, Contractor shall immediately notify Lennar's representatives in writing at the address provided herein. Violation of Lennar's Business Ethics by Contractor shall be deemed a material breach of this Agreement by Contractor.

21. MISCELLANEOUS:

21.1 Lennar and Contractor acknowledge that they have read, understand, and have had the opportunity to be advised by legal counsel of their own choosing as to each and every one of the terms, conditions, and restrictions and the effect of all the provisions of this Agreement. Lennar and Contractor agree that the provisions shall not be construed more strictly against the party who prepared the document.

21.2 Neither this Agreement nor any Work to be performed under any Purchase Order nor the right to payment under this Agreement shall be assigned by Contractor without the written consent of Lennar, which consent may be withheld at Lennar's sole discretion.

21.3 This Agreement may be assigned by Lennar to any mortgagee or subsequent owner of the project who assumes Lennar's obligations under this Agreement. Contractor shall perform the Work and fulfill its obligations hereunder for the benefit of such assignee, so long as the assignee is making proper payment to Contractor. In the event of such assignment, Lennar shall be relieved of all liability accruing after such assignment. This Agreement shall be binding on the successors, heirs, and permitted assigns of the parties.

21.4 This Agreement, the attached Scope of Work and the Purchase Order(s) issued by Lennar to Contractor embody the entire agreement between Lennar and Contractor and supersede any prior understandings or oral or written agreements between the parties. This Agreement, including this provision, cannot be amended except by written instrument executed by Lennar and Contractor. Invalidation of any term or condition of this Agreement by judgment, arbitration award or court order or otherwise shall not affect the validity or enforceability of the remaining terms and conditions.

21.5 All notices given under this Agreement shall be in writing, personally delivered or mailed certified or registered return receipt requested postage prepaid. Notices to Lennar and Contractor will be sent to the addresses noted in this Agreement. Either party may change the address at which it will receive notice by giving written notice in accordance with this provision.

21.6 If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect provided that the economic and legal substance of the transactions contemplated is not affected in any manner materially adverse to any party. In the event of any such determination, the parties agree to negotiate in good faith to modify this Agreement to fulfill as closely as possible the original intent and purposes hereof. To the extent permitted by law, the parties hereby to the same extent waive any provisions of law that renders any provision hereof prohibited or unenforceable in any respect.

21.7 In no event shall either party be entitled to any interest on any sum due hereunder in excess of that permitted by applicable law. Notwithstanding anything to the contrary herein, any reference herein to interest accruing on any sum due hereunder shall be deemed to be the lower of: the interest rate stated herein or the maximum rate allowed by law.

21.8 TIME IS OF THE ESSENCE OF THIS AGREEMENT. Any covenants, terms and conditions of a continuing nature shall survive final payment, completion, and acceptance of the Work under this Agreement and any applicable Purchase Order and any termination or conclusion of this Agreement and Contractor has taken into consideration and made allowances for all the hindrances and delays incident to its Work.

21.9 This Agreement shall be deemed entered into in the state where the Project or job site is located and shall be interpreted and applied in accordance with the laws of the state where the Project or job site is located.

21.10 Contractor agrees to perform all of its obligations in strict accordance with the terms of this Agreement and in strict accordance with any contract and/or agreement between Lennar and any owner of the property being improved, and in complete satisfaction of such contract and/or agreement between Lennar and such owner. Such contract and/or agreement, to the extent applicable to Contractor's Work, shall be deemed to be a part of this Agreement.

21.11 The venue for any disputes between Lennar and Contractor shall be as follows: (1) Third Party Actions – If Lennar is involved in litigation or arbitration with a third party and Lennar or any other party joins Contractor as a party to the litigation or arbitration, Contractor consents to be joined in that same venue; (2) Other Actions or Disputes – In all other situations, venue shall be in the state or federal court located in the state and county where the Project is located.

21.12 Upon reasonable notice, at reasonable times, and at Lennar's cost, Lennar or a third-party retained by Lennar shall have the right to access and audit Contractor's books, records and documentation for the purpose of auditing Contractor's performance of its obligations under this Agreement or Purchase Order. Contractor shall cooperate by identifying and gathering documentation relating to Contractor's performance of its obligations.

21.13 Contractor shall, upon Lennar's request and at Contractor's cost, provide training to Lennar and its Trade Partners as to any product or service provided by Contractor. Contractor and Lennar shall reasonably cooperate in choosing the time, place and frequency of such training.

21.14 To the extent of any conflict or inconsistency between the terms and conditions of the documents set forth below, whether existing or entered into at a later date, the documents shall prevail and take precedence in the order listed below:

a. This Agreement;
b. Any Purchase Order;
c. Any other agreements between Contractor and Lennar.

21.15 By signing below, the undersigned certifies that he or she is authorized to execute this Agreement and is taking this action with full authority from the principal.

21.16 This Agreement may be executed in any number of counterparts, a complete set of which shall be deemed to be an original and all of which together shall comprise but a single instrument. Signatures may be given via facsimile transmission and shall be deemed given as of the date of the transmission of this Agreement by facsimile to the other party.

21.17 Contractor acknowledges and understands that all information relating in any way to Lennar or its business or affairs, whether written or oral, obtained by Contractor in connection with the Work provided as part of this Agreement or otherwise and any information regarding the nature and extent of this Agreement ("Confidential Information"), shall, unless otherwise specified by Lennar in writing be deemed confidential. Contractor acknowledges and understands that Contractor's unauthorized disclosure of any Confidential Information would be extremely prejudicial to Lennar.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CONTRACTOR: Myers Landscaping Inc.

By (Signature): Brian J Myers

Title: Owner Date: 6-18-07

Address: 100 Cantley Drive

Summerville S.C. 29483

<ENTER APPLICABLE LENNAR AFFILIATE>

By: Teresa B Eagle

Name: Teresa B Eagle

Title: Director of Purchasing

Address: _____

_____

SCHEDULE A - PURCHASE ORDER

Date: _____ Purchase Order Number: _____

Contractor agrees to supply all labor, equipment, material, goods and/or services required to perform the Work set forth below and as otherwise provided in, and in strict accordance with, the Contractor Base Agreement. Contractor's obligations shall include, without limitation, any related or incidental labor, material, equipment or services required to satisfy its obligations or any obligations reasonably inferable thereto, as well as any addenda or modifications issued subsequent to the date of the Contractor Base Agreement and this Purchase Order. The terms and conditions of the Contractor Base Agreement executed between Lennar and Contractor are incorporated herein, including any schedules, attachments and exhibits to the Contractor Base Agreement.

Contractor: _____

Cost Code: _____

Community: _____

Address/Legal Description of Project: _____

_____

Scope of Work: Contractor shall provide all labor, material, equipment and services as described below and as more fully described in Exhibit "A" attached hereto (the "Work") and in conformance with the Contractor Base Agreement and any schedules, attachments and exhibits to the Contractor Base Agreement (the "Contract Documents").

_____

_____

_____

_____

Price/Payment: Contractor agrees to perform the Work for [choose one only]:

☐ The lump sum of $ _____.

☐ A unit price of $_____ per _____.

☐ Cost Plus a Fee with a Guaranteed Maximum Price ("GMP") of $_____. The Fee portion of the GMP shall equal either [*choose one only*] _____% of the Cost of the Work (see Schedule E), or $_____. This Agreement shall also be subject to the terms and conditions set forth in Schedule E.

☐ Other: _____

_____

_____

_____

Schedule: *Time is of the essence for Contractor's obligations herein.* Contractor shall complete performance of the Work not later than (i) the ____ day of _____, 20___, or (ii) _____

_____.

Execution: This Purchase Order shall be subject to cancellation at Lennar's option unless three (3) executed copies are returned to Lennar's home office by _____.

This Purchase Order is made between Lennar and Contractor for the performance of the Scope of Work described herein and in accordance with the requirements of the Contract Documents. Contractor acknowledges receipt of an executed copy of the Contractor Base Agreement. Contractor has read, understands and agrees to be bound to the terms of this Purchase Order, the Contractor Base Agreement, any schedules, attachments or exhibits to the Contractor Base Agreement, and any special or supplemental conditions attached to any of these documents.

CONTRACTOR	LENNAR
[Company]	<ENTER APPLICABLE LENNAR AFFILIATE>
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

INTL

v 1-4-10

REVISE: 7/30/10

EXHIBIT A: CONTRACTOR'S SCOPE OF WORK

Contractor agrees to perform the Work listed below, as well as any work reasonably inferable from the Work, in strict accordance with the applicable Plans and Specifications, this Agreement and other legal requirements of any type.

- ☐ All Site Work including but not limited to: _____
- ☐ All Utilities Work including but not limited to: _____
- ☐ All Paving and Street Work including but not limited to: _____
- ☐ All Pad Preparation Work including but not limited to: _____
- ☐ All Slab, Flatwork and other Concrete Work including but not limited to: _____
- ☐ All Plumbing Work including but not limited to: _____
- ☐ All Electrical Work including but not limited to: _____
- ☐ All HVAC Work including but not limited to: _____
- ☐ All Rough Framing Work including but not limited to: _____
- ☐ All Finished Framing Work including but not limited to: _____
- ☐ All Exterior Cladding Work including but not limited to: _____
- ☐ All Window Work including but not limited to: _____
- ☐ All Roofing Work including but not limited to: _____
- ☐ Flooring Work including but not limited to: _____
- ☐ Cabinetry Work including but not limited to: _____
- ☐ Painting and Finishes Work including but not limited to: _____

INT'L _____ REVISED 1/30/06

v.1-4-06

SCHEDULE B – [UNCONDITIONAL/CONDITIONAL] LIEN WAIVER AND RELEASE

[PRIOR TO ATTACHING SCHEDULE B, LENNAR DIVISION TO RETRIEVE APPROPRIATE SCHEDULE B FROM LENNAR PORTAL OR CONTACT LENNAR LEGAL REGARDING APPROPRIATE SCHEDULE B]

INT'L

v.1-4-06

REVISED 11/30/06

SCHEDULE C - INSURANCE REQUIREMENTS

[PRIOR TO ATTACHING SCHEDULE C, LENNAR DIVISION TO RETRIEVE APPROPRIATE SCHEDULE C FROM LENNAR PORTAL OR CONTACT LENNAR RISK MANAGEMENT REGARDING APPROPRIATE SCHEDULE C]

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REVISED 11/30/06

SCHEDULE D – JOB RULES

1. Notwithstanding any contrary language in any agreement between Contractor and any third person, including any labor organization, neither Contractor nor any Subcontractor shall allow any person access to the job site unless they are directly and actively engaged in the performance of the Work. No unauthorized persons (e.g. members of the general public, off-duty employees, family members, solicitors, visitors, vendors, sales persons, officials of labor organizations, prospective homeowners, etc.) shall be allowed on the Project or job site without Lennar's written consent. Access by any unauthorized person shall be considered unlawful trespass and a material breach of this Agreement.

2. Hard-hats, eye and hearing protection, proper scaffolding, equipment safety devices, and all other appropriate clothing and safety devices are required at all times and in all locations at the Project or job site for Contractor and any Subcontractor. If Contractor observes any other contractor violating this requirement, Contractor shall immediately report such violation to Lennar.

3. CONSUMPTION OF ALCOHOL OR ILLEGAL SUBSTANCES EITHER BEFORE OR DURING PERFORMANCE OF THE WORK IS CAUSE FOR IMMEDIATE SUSPENSION OF WORK AND TERMINATION OF THIS AGREEMENT. Contractor shall not allow any person acting by, through or under Contractor to be on the construction site or perform any part of the Work (a) while under the influence of alcohol or any drugs or controlled substances, or (b) if there is (i) any suspicion of alcohol or drug use, possession, or impairment involving such employees, agents, or Subcontractors, or (ii) an incident where drug or alcohol use could have been a contributing factor. Lennar may require Contractor to remove any person that Lennar reasonably suspects is in any way impaired and, in such case, such person may only be considered for return to work after Contractor certifies as a result of a for-cause test, conducted immediately following removal, that person was in compliance with this Agreement. Contractor shall not allow on the job site any person that either refuses to take, or tests positive in, any alcohol or drug test. Lennar may, without prior notice, search or require Contractor to search the person, possessions, and vehicles of any person acting by, through or under Contractor that are on the job site or any premises owned, controlled, or managed by Lennar. Any person who refuses to cooperate with such search will be immediately removed from the premises and not allowed to return. Contractor will comply with all applicable federal, state, and local drug and alcohol related laws and regulations (e.g., Department of Transportation regulations, Department of Defense Drug-Free Workforce Policy, Drug-Free Workplace Act of 1988). Lennar may perform unannounced audits of Contractor's alcohol and drug program to verify that Contractor's policy and its enforcement are acceptable to Lennar. In addition, possession of alcohol, drugs, illicit or unprescribed controlled substances, firearms, explosives, weapons, and hazardous substances or articles is not permitted on the job site or other premises owned, controlled, or managed by Lennar. Lennar does not warrant or represent that Contractor's policy meets the requirements of any applicable law, code, rule or regulation, nor does Lennar warrant that the proper enforcement of Contractor's policy will ensure that no accidents or injuries will occur. In addition, any action taken or not taken by Lennar under this Paragraph shall not diminish or affect (i) any of Contractor's obligations under applicable law or this Agreement, or (ii) Contractor's status as an independent contractor.

4. Contractor and its employees, agents, subcontractors and suppliers shall not speed or otherwise operate their automobiles in a dangerous or offensive manner within the Lennar Community, and shall otherwise comply with all traffic laws, ordinances, rules or regulations. The speed limit within the Lennar Community is 5 MPH.

5. No vehicles may be parked on finished lots, finished driveways, or in garages. No vehicles may be left on the job site overnight.

6. Lennar will provide portable toilet facilities for the use of Contractor's employees. Use of bathroom facilities in model or production homes is prohibited.

7 No eating, drinking or smoking is permitted at any job site at any time. Shoes must be removed prior to entering any carpeted home.

8. Contractor's personnel shall not set tools, machinery, materials, or trash on any countertops, bathtubs, vinyl or ceramic areas

9. Contractor shall not perform any additional work for any of Lennar's homebuyers or prospective homebuyers without prior written approval from an officer of Lennar at the office address listed in this Agreement. Non-approved work will be removed or replaced at Contractor's expense. Continued violation of this rule may result in the termination of this Agreement.

10. Neither Contractor nor any Subcontractor shall, without specific prior written authorization of Lennar's Regional President, give or receive any commission, fee, rebate, gift, loan or anything else of value to (a) any person or entity, including without limitation any agent or employee of a governmental authority, in connection with or as a result of Contractor's Work provided hereunder, to influence any decision or gain any other advantage for Lennar or Contractor, or (b) any agent or employee of Lennar. Neither Contractor nor any Subcontractor shall, without prior written authorization of Lennar's Regional President, enter into any business arrangement with any agent or employee of Lennar, or any affiliate of any agent or employee of Lennar. No agent or employee of Lennar is authorized to engage in any employment or enter into any contract or agreement that conflicts with Contractor's obligations under this Agreement. Contractor shall immediately notify the Lennar Legal Department in Miami, Florida, if any agent or employee of Lennar requests or suggests that Contractor provide anything of value in violation of this Paragraph, or should Contractor believe or have reason to believe that an agent or employee of Lennar expects to receive, directly or indirectly, anything of value.

REVISED 11/30/05

SCHEDULE E – COST PLUS A FEE WITH A GUARANTEED MAXIMUM PRICE

The following terms and conditions shall apply only if Lennar and Contractor have agreed that Contractor's Work will be done as a Cost Plus a Fee with a Guaranteed Maximum Price. In such event, Lennar and Contractor agree as follows:

1. The sum of the Cost of the Work (see Section 2 below) plus the Contractor's Fee (see Schedule A) is guaranteed by Contractor to not exceed the Guaranteed Maximum Price ("GMP") set forth in Schedule A, subject to additions or deletions by Change Order executed between Lennar and Contractor. Contractor remains obligated to complete its Work, even if the costs in doing so would be greater than the GMP.

2. The term "Cost of the Work" shall mean costs necessarily incurred by Contractor in the proper performance of the Work, and shall not be higher than the standard paid at the place of the Project. The Cost of the Work shall only include the items set forth in this paragraph 2.

   a. Labor Costs:
      i. Wages of Contractor's workers directly employed at the Project site.
      ii. Wages or salaries of Contractor's supervisory personnel (a) working at the Project site and with Lennar's approval, and (b) when engaged elsewhere in expediting the production of transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.
      iii. Costs paid or incurred by the Contractor for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Section 2.a.i and 2.a.ii above.

   b. Subcontract Cost: Payments made by Contractor to its subcontractors in accordance with the requirements of the subcontracts.

   c. Costs of Materials/Equipment Incorporated Into The Work: Costs, including transportation and storage, of (a) materials or equipment incorporated or to be incorporated into the completion construction, and (b) reasonable waste and spoilage of such materials or equipment. All salvage value shall inure to Lennar's benefit and shall be a deduction from the Cost of the Work.

   d. Costs of Other Materials/Equipment/Temporary Facilities/Related Items
      i. Costs, including transportation and storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers. All salvage value shall inure to Lennar's benefit and shall be a deduction from the Cost of the Work.
      ii. Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers. Rental rates shall be reasonable and subject to Lennar's prior approval.
      iii. Costs of debris removal from site.
      iv. Costs of copying, facsimiles, long-distance telephone calls, postage, and telephone service at the Project site.
      v. Reasonable expenses of Contractor's personnel when traveling in discharge of Contractor's duties under this Agreement.
      vi. Costs of materials or equipment stored offsite and subject to Lennar's prior approval.

   e. Miscellaneous:
      i. The portion of insurance and bonds directly attributable to the Work.
      ii. Sales, use or similar taxes imposed by a governmental authority and directly attributable to the Work.
      iii. Fees and assessments for all required building permits, licenses (excluding any Contractor's License) and inspections.
      iv. Laboratory tests (excluding any tests of defective or nonconforming Work).
      v. Royalties and license fees paid for using a design, process or patent that was required by Lennar; the cost of defending suits or claims for patent infringement for such designs, processes or patents; and costs of any settlement or judgment arising from such suit or claim.
      vi. Data processing costs directly related to the Work.
      vii. Other costs incurred in the performance of the Work if approved in writing by Lennar prior to the cost being incurred.
      viii. Costs due to emergencies incurred by Contractor in preventing damage, injury or loss to the Project or persons working at the Project site.

3. The term "Cost of the Work" shall not include the following costs and shall not be reimbursed by Lennar:
   a. Unless otherwise provided in Section 2.a.ii, salaries or other compensation of any personnel stationed at offices other than the Project site.
   b. Costs associated with Contractor's principal office or other offices other than the Project site.
   c. Overhead and general expenses, except as specifically included in Section 2.
   d. Rental costs of machinery or equipment, except as specifically included in Section 2
   e. Any costs incurred because of the negligence or failure of either Contractor or anyone acting by, through or under Contractor to perform any obligation in this Agreement or as otherwise required by law
   f. Any costs of any type or nature which would cause the GMP to be exceeded.

4. Applications for Payment.
   a. In addition to other requirements and conditions of payment set forth in this Agreement, Contractor submit with each application for payment documentation which establishes the Cost of the Work incurred by Contractor for the payment period, including without limitation, payroll records, invoices, receipts, checks, vouchers payment applications from Contractor's subcontractors or suppliers, purchase orders, and other records or documentation
   b. Each application for payment shall be based on the most recent schedule of values (or such other measurement as is mutually agreed to by Lennar and Contractor) submitted by Contractor pursuant to this Agreement. The schedule of values shall allocate the entire GMP among the various portions of the Work, with Contractor's Fee shown as a separate line item. The schedule of values may be rejected by Lennar if Contractor fails to provide data to substantiate its accuracy. The schedule of values shall be utilized as the basis for payments to Contractor.
   c. Each application for payment shall show the percentage completion of each portion of the Work. Lennar may reject Contractor's proposed percentage completion, Contractor shall revise its application for payment in accordance with Lennar's requirements.
   d. Subject to the other provisions of this Agreement, the amount of each progress payment shall be computed as follows:
      i. That portion of the GMP properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the GMP allocated to that portion of the Work in the approved schedule of values;
      ii. That portion of the GMP properly allocable to materials and equipment delivered and properly stored at the Project site for ultimate incorporation into the Work;
      iii. That portion of the GMP allocable to [illegible] as Lennar may authorize in writing by Lennar, add that portion of the GMP allocable to [illegible]

INTL _____ REVISE [illegible]

v 1-4-06

stored off the Project site;

iv. Add the Contractor's Fee earned to date (based on a percentage of the Cost of the Work incurred to date bears to the GMAX);

v. Subtract the retainage amount, if any;

vi. Subtract the total of all previous payments made to Contractor; and

vii. Subtract amounts for (i) erroneous or unsubstantiated costs identified from early applications for payment, or (ii) other previous payments or portions of payments that should not have been made under the terms of this Agreement.

5. Accounting Records. Contractor shall keep complete and detailed records and documentation to account for all Costs of the Work. Contractor's accounting and control systems shall be to Lennar's satisfaction. Lennar and Lennar's accountants may, at any time, inspect or audit the Contractor's records and documentation, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to Contractor's Work. Contractor shall keep all of the foregoing and make same available for inspection at no cost to Lennar for a period of three (3) years after final payment or such other longer period as is required by law.

ADDENDUM "A"
TO SUBCONTRACTOR BASE AGREEMENT
STORM WATER COMPLIANCE

The provisions of this Addendum are hereby incorporated into the Subcontractor Base Agreement dated 6-18-07 **by and between Lennar Carolinas, LLC. ("Contractor") and** Myers Landscaping **("Subcontractor").**

Subcontractor shall comply with Contractor's Storm Water Pollution Prevention Plan ("SWPPP"), applicable storm water permit ("Permit"), and Contractor's Storm Water Compliance Guidelines ("Guidelines"). Subcontractor shall implement the Best Management Practices ("BMPs"), set forth in the SWPPP, for any work that it performs on the job site. A copy of the SWPPP, Guidelines and Permit are available at the construction office. Contractor shall be entitled to recover from Subcontractor all fines, fees, expenses and other penalties assessed by any governmental body due to Subcontractor's violation of the Permit or its obligations herein. SUBCONTRACTOR HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS CONTRACTOR FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, ATTORNEYS' FEES, EXPENSES, OR LIABILITIES OF ANY TYPE OR NATURE, INCLUDING WITHOUT LIMITATION, ANY AND ALL FINES OR OTHER PENALTIES, CIVIL OR CRIMINAL, ARISING OUT OF ANY VIOLATION OF THE PERMIT OR ANY OF SUBCONTRACTOR'S OBLIGATIONS HEREIN, CAUSED IN WHOLE OR IN PART, BY THE WRONGFUL ACTS OR OMISSIONS OF SUBCONTRACTOR, OR OTHERWISE CAUSED IN WHOLE OR IN PART BY SUBCONTRACTOR'S FAILURE TO COMPY WITH THE OBLIGATIONS IN THIS PARAGRAPH. Subcontractor acknowledges that failure to adhere to the requirements of the SWPPP, Guidelines or Permit constitutes a material default of its contractual obligations herein, and Contractor may, without prejudice to any other right or remedy, remove Subcontractor from the job site, terminate this Contract, and retain a separate subcontractor to complete Subcontractor's obligations in this contract (the "Completion Subcontractor"). In the event of termination, subcontractor shall be entitled to receive no further monies unless and until the Subcontractor's scope of work is completed by the Completion Subcontractor.

CONTRACTOR: LENNAR CAROLINAS, LLC.	SUBCONTRACTOR: Myers Landscaping Inc.
By: Teresa Eade	By: Brian J Myers
Name: Teresa B Eade	Name: Brian J. Myers
Title: DOP	Title: Co-owner
Date: 6-18-07	Date: 6-18-07

12/29/04

ADDENDUM "B"
TO SUBCONTRACTOR BASE AGREEMENT
Customer Appreciation Gifts or Events

The provisions of this Addendum are hereby incorporated into the Subcontractor Base Agreement dated 6-18-07 **by and between Lennar Carolinas, LLC. ("Contractor") and** Myers Landscaping **("Subcontractor").**

Because Lennar appreciates the efforts of its subcontractors and their employees, Lennar periodically gives its subcontractors and subcontractors' employees' customary and nominal tokens of its appreciation, such as, without limitation, logo and non-logo apparel, rounds of golf, spa days, meals, materials and other "customer appreciation" gifts or outings. Subcontractor acknowledges and agrees that Lennar's giving such tokens of appreciation to Subcontractor or Subcontractor's employees is customary in the industry and does not constitute an attempt to improperly influence Subcontractor or Subcontractor's employees and does not and will not give rise to any claims for civil or criminal misconduct. Lennar fully understands that as a consequence of accepting and tokens of appreciation from Lennar, Subcontractor or Subcontractor's employees will be under no obligation to Lennar other than those contained in this Subcontract Agreement. In order to ensure that Subcontractor is aware of this practice, Subcontractor expressly agrees that Lennar may, at Lennar's sole discretion, without any obligation on the part of Lennar and without further notice to Subcontractor, provide similar tokens of appreciation to Subcontractor or Subcontractor's employees without the need to obtain additional written or verbal consent from Subcontractor.

CONTRACTOR: LENNAR CAROLINAS, LLC.		SUBCONTRACTOR: Myers Landscaping Inc.	
By:	Teresa B Eagle	By:	Brian J Myers
Name:	Terosa B Eagle	Name:	Brian J. Myers
Title:	DOP	Title:	Co-owner
Date:	6-18-07	Date:	6-18-07

12/29/04

ADDENDUM "D"
TO SUBCONTRACTOR BASE AGREEMENT
No Gifts

The provisions of this Addendum are hereby incorporated into the Subcontractor Base Agreement dated 6-18-07 **by and between Lennar Carolinas, LLC. ("Contractor") and** Myers Landscaping Inc. **("Subcontractor").**

Neither Subcontractor nor any partner, director, employee, or agent of Subcontractor shall, without specific written authorization of Contractor, give or receive from any commission, fee, rebate, gift or loan of significant cost or value to any person or entity in connection with or as a result of Subcontractor's Work provided hereunder (excluding Gifts from Contractor pursuant to Addendum "B" to Subcontractor Base Agreement), including, without limitation, to any officer or employee of any government, department, agency or instrumentality, to influence any decision, or to gain any other advantage for Contractor or Subcontractor. Subcontractor shall not (a) enter into any business arrangement with any partner or employee of Contractor, or any affiliate of same other than one acting in a capacity as a representative of Contractor or such affiliate in accordance with this Agreement and with the prior written approval of Contractor or (b) engage in any employment or enter into any contract or agreement that conflicts with Subcontractor's obligations under this Agreement. In the event of a violation of this Addendum "D" to Subcontractor Base Agreement, Subcontractor shall pay to Contractor any and all amounts received by Subcontractor or any other individual or entity described above, however, such payment shall not limit, or operate as a waiver of, any other legal or equitable rights which Contractor may have against Subcontractor at law, in equity, or under this Agreement. Due to the nature of this transaction and the potential exposure to various forms of fines, penalties, sanctions and other damages to Contractor's business and reputation, all of which are, at the date of executing this Agreement, impractical and extremely difficult to ascertain in advance, Contractor and Subcontractor agree that if Contractor terminates this Agreement due to the breach of this Addendum "D" to Subcontractor Base Agreement, then, as the a monetary remedy for such breach and at Contractor's election and, as liquidated damages and not as a penalty, Subcontractor agrees that Subcontractor shall not be paid any amounts billed but unpaid for Subcontractor's compensation for Work completed prior to the Termination Date. This provision shall not be construed as a waiver of Contractor's right to obtain temporary or permanent injunctive relief for any breach or threatened breach by Subcontractor of this Subcontractor Base Agreement. In addition to the remedies available under Addendum "D" to Subcontractor Base Agreement, and at Contractor's election, Contractor shall also be entitled to all available remedies in law or in equity for breach of this Subcontractor Base Agreement, including, but not limited to rescission, actual and/or consequential damages.

CONTRACTOR: LENNAR CAROLINAS, LLC.	SUBCONTRACTOR:
	Myers Landscaping Inc.
By: Teresa B Eade	By:
Name: Teresa B Eade	Name: Brian J. Myers
Title: DOP	Title: Co-owner
Date: 6-18-07	Date: 6-18-07

Lennar Carolinas, LLC.
Acknowledgement of Independent Contractor Status

The undersigned has contracted on a temporary non-exclusive basis to provide services for the benefit of LENNAR CAROLINAS, LLC. The undersigned acknowledges, agrees and understands that it is an independent contractor and not an employee of LENNAR CAROLINAS, LLC. The undersigned will provide or purchase at its own expense all equipment necessary to perform the required services. The undersigned agrees not to represent to customers of LENNAR CAROLINAS, LLC. that it is an employee of LENNAR CAROLINAS, LLC. LENNAR CAROLINAS, LLC. will not withhold any sums from payments to the undersigned for payment of any state or federal income taxes. The undersigned acknowledges and agrees that it is not entitled to coverage under LENNAR CAROLINAS, LLC.'s Workers' Compensation Insurance policy, and the undersigned acknowledges and agrees to maintain Workers' Compensation Insurance for all its employees. The undersigned agrees that it will be solely responsible and liable for payment of any state or federal income taxes. The undersigned is also solely responsible for any medical or death benefits which it may wish to maintain. In the event that you are uninsured, contractor hereby acknowledges that it is not covered under LENNAR CAROLINAS, LLC.'s general liability insurance.

Brian J Myers
Signed

Brian J. Myers
Printed Name

Myers Landscaping Inc.
Company Name

100 Cantley Drive
Address

Sville S.C. 29483
City, State, Zip Code

57-100 5611
Social Security Number or Federal ID#

6-18-07
Date

12/29/05

ADDENDUM "E"
TO SUBCONTRACTOR BASE AGREEMENT
Immigration

The provisions of this Addendum are hereby incorporated into the Subcontractor Base Agreement dated 6-18-07 by and between Lennar Carolinas, LLC. ("Contractor") and Myers Landscaping ("Subcontractor").

Subcontractor specifically warrants and agrees it (i) shall not knowingly hire or continue to employ aliens not authorized to work in the United Sates, (ii) has and shall continue to verify the employment documentation specified in the Immigration Act, and (iii) has and shall properly complete and retain the Immigration and Naturalization Service's Form I-9 for all its employees covered by the Immigration Act. Subcontractor agrees to defend, indemnify and hold Contractor free and harmless from and against any claims or charges asserted or filed against and any judgments, fines, penalties and assessments entered against Contractor arising from or as the result of the employment or engagement of any person inconsistent with the forgoing promises or the laws of the United States. In addition, should Subcontractor fail to comply with this Addendum, Contractor shall have the right to rescind this Agreement and/or declare Subcontractor in default under this Agreement and as a result Contractor will be entitled to all direct, indirect, consequential, impact, or other costs, expenses, or damages, included but not limited to costs, loss of organization, lost profits, or attorneys' fees arising out of or as a result of Subcontractor's breach of this Section. Furthermore, at Contractor's sole discretion and as a monetary remedy for such breach, Contractor may, as liquidated damages and not as a penalty, withhold all or any portion of payments owed to Subcontractor for any work completed but unpaid prior to Subcontractor's breach.

CONTRACTOR: LENNAR CAROLINAS, LLC.	SUBCONTRACTOR: Myers Landscaping Inc.
By: Teresa Wade	By: Brian J Myers
Name: Teresa B Eade	Name: Brian J. Myers
Title: DOP	Title: Co-owner
Date: 6-18-07	Date: 6-18-07

Scope of Work Contractor
Schedule A to Contractor Base Agreement

General

- Contractor/supplier shall provide a 24-hour emergency service 7 days a week.
- Contractor/supplier shall respond to emergencies within four hours of initial call via phone. All repair work is to be completed within twenty-four hours of the initial call.
- The following job site rules must be adhered to by the contractor/supplier:
  - No vehicles permitted on driveways, flatwork, or in garages.
  - No parking in alleys.
  - No eating, smoking, or loud music inside any home.
  - All trash to be placed in designated area. Area to be kept clean. Homes swept clean.
  - No appliances or toilet facilities are to be used inside the homes.
  - Work is only allowed when the Construction Manager is in the community.

  A fine of $50.00 for the first offense and $100.00 for the second offense will be charged for violation of any of these rules. These fines will be collected by way of back charge from the contractor/supplier's check. Further violations will be subject to further fines and/or dismissal of contractor/supplier.
- No alcoholic or controlled substances in the community. A fine of $100.00 for the first offense will be charged for violation of this rule. This fine will be collected by way of back charge from the contractor/supplier's check. Any further violation of this rule will be subject to dismissal of contractor/supplier.
- It is the responsibility of your company to obey and observe safety regulations as set forth by O.S.H.A. while performing work for Lennar Homes. Any fines levied due to non-compliance of O.S.H.A. regulations by contractor/supplier or contractor/supplier's agents will be the sole responsibility of the contractor/supplier and will be charged back to the contractor/supplier accordingly. Lennar Homes will also impose fines for safety violations. The amount of these fines will vary on the violations and the number of offenses.
- There will be no partial payment for incomplete work.
- Contractor is required to have a current Contractor Base Agreement, Schedule A, Schedule B and Schedule C to the Contractor Base Agreement on file prior to starting any work.

Contractor/Supplier Signature

6-27-07
Date

12/29/05

SERVICE COMMITMENT

In order to provide exceptional customer service, Lennar Homes enforces the following rules for service.

- **Be on time for appointments. If delays occur, call and inform the Customer Care Representative to allow them to notify the homeowner and reschedule.**
- **Park on the street, not on the homeowner's driveway.**
- **Remove shoes when performing interior work.**
- **No smoking inside of home.**
- **Have necessary materials and tools to perform needed work.**
- **Clean up any dust, debris, or scraps left by the work.**

Brian J. Myers
Signed

Brian J. Myers
Printed Name

Myers Landscaping Inc.
Company Name

571005611
Social Security Number or Federal ID#

6-18-07
Date

12/29/05

LENNAR

To Whom It May Concern:

Subject: Payments

Per our **Buildpro, Supplypro,** and **AutoPay** system and agreement with all of our Business Partners your invoices must match the original Purchase Order on **Supplypro.**

You have 5 business days from the time a purchase order is sent to you on **Supplypro** to dispute the contracted amount. After the 5 days, only the contracted amount on the original purchase order will be paid through Autopay.

If you do any additional work per your community Construction Manager you must receive a UA (additional Purchase Order) before the work in done.

If you do not receive a UA from your Construction Manager and you proceed to do the work your additional invoice will not be paid. There will be no exceptions to this policy.

The warranty work process will be handled as follows. All trades must have a GL work order in hand before you proceed with the work. Invoices will not be paid if a GL is not attached. There are no exceptions to this policy.

All Business Partners have 90 days from the time the work is completed in **Supplypro/Buildpro** to invoice Lennar for completed work. After 120 days the original budgets are cleared from our system.

If there are any questions concerning your original Purchase Order or a UA request, please contact your community Construction Manager.

We appreciate your continued business with Lenner Carolinas, LLC

Thank You,

Teresa B. Eade
Director of Purchasing
Lennar Carolinas, LLC
Charleston Division
843-388-8989

Company Name: Myers Landscaping Inc.

Signature: _____ Date 6-27-07

Initials: _____ _____
Trade Partner Lennar

LENNAR®

Schedule A
Scope of Work for
IRRIGATION SPECIFICATIONS

Subcontractor or supplier, (hereinafter referred to as trade partner), will adhere to all City, County, State and Federal building codes, regulations, and licensing in all areas work is to be performed as it pertains to trade partner's classification. Trade partner is required to follow and comply with all OSHA requirements.

The scope of work specifically includes but is not limited to the following items of work. All of the following, unless noted otherwise, includes labor, materials and all applicable taxes.

Trade partner is required to provide an itemized material take-off; therefore, any items necessary to complete the work, but not shown nor implied on the drawings or in the specifications, but necessary to complete the systems depicted in order to meet all codes, shall be included in this contract. Included with this contract is all work shown on the Plans and Specifications as listed in the Community Product Specification Sheets. This Schedule A will become part of the contract if awarded. Scope of Work under this contract includes, but is not necessarily limited to the following:

GENERAL REQUIREMENTS

1. Trade partner will provide any documents required to comply with OSHA Material Safety Data Sheets, (MSDS) relating to any materials used on the job site.
2. Trade partner agrees that he is acquainted with and will instruct his employees on the Construction Safety Requirements of the Occupational Safety and Health Act of 1970 and all current requirements pertaining to OSHA will be adhered as it pertains to trade partner's classification. Trade partner is required to furnish Lennar Carolinas, LLC with a written copy of trade partner's safety program. Further, he agrees that his employees or trade partners will comply with the provisions of these acts and that he will be financially liable for any fines imposed on Lennar for violations of these provisions on account of unsafe acts by his employees. The same conditions will apply to work sublet by the said trade partner, its agents, and material men.
3. Comply with Lennar standards outlined herein, manufacturers and industry standards as it applies to installation and finishing specifications. In the event of a conflict, the most stringent standards will control.
4. All work will be performed in accordance to Lennar Carolinas, LLC plans, specifications, design standards and home releases. No changes will be allowed without written consent and signed authorization from a Lennar Superintendent on a Lennar Change Order or Purchase Order.
5. **No work will be performed over previous trade partner work that is of inferior quality, incorrectly built or at a variance to Lennar Carolinas, LLC plans.** Immediately notify a Lennar Superintendent of any such occurrences.
6. Supply all tools, materials, labor, and equipment as required to perform related work. Trade partner shall supply all equipment (i.e. forklifts, cranes, ladders, scaffolding), if required, for this trade partner's portions of work only; temporary power and cords from site panels, all power and hand tools as required, compressors, etc., including generators as needed.
7. **The trade partner understands and agrees that work must be completed per Lennar Carolinas, LLC schedule.** No substitution of materials shall be allowed. Trade partner is required to contact the Lennar Superintendent and Lennar Carolinas, LLC purchasing department immediately if any delay and/or product should become unavailable.
8. All materials shall be new materials of guaranteed quality. **Trade partner is required to provide all fasteners (nails, staples, button caps, etc) required to assemble the materials in accordance to the best practices of industry standards and adhere to all local, national codes, and/or governing codes and requirements.**
9. The trade partner agrees to provide competent supervision at all times. The trade partner will check the quality and quantities of materials and quality of workmanship. **The trade partner shall ensure that the work environment is kept clean and free from hazards. Excess materials from each house shall be removed from the site, stored at a Lennar approved location, or stacked neatly in garage.**
10. The house must pass all inspections pertaining to the installation provided by trade partner to turn in retainer. **Any corrections required by inspectors will be at the expense of the trade partner. Any items found during the final inspection that need correction shall be corrected before payment is made.**
11. Trade partner will be required to repair any damages to his work not of his doing and will be paid at a fair and predetermined rate.
12. Trade partner will be required to repair any deficiencies or inferior quality work at his own expense. **Trade partner will be required to pay for any damages to existing work if it is determined that said trade partner and/or his employees were the cause of such damage.**
13. Warrant materials and labor according to Lennar Carolinas, LLC specifications.
14. Lennar Carolinas, LLC reserves the right to modify the specifications at any time. In the event that this occurs, the trade partner will be notified prior to said change.

Initials: _____ _____
Trade Partner Lennar

15. Grades, swales, cuts and any and all movement or placement of soils will conform to subdivision grading map and or as instructed or directed by governing engineer or engineer's inspector to establish correct drainage.
16. Protect the streets curb and gutters from any damages. Track loaders or any equipment utilizing tracks for mobilization shall not be placed, unloaded or moved on any streets or asphalt.
17. Lennar Superintendent will be contacted prior to commencement of work to inform of any utility damages. If Lennar Carolinas, LLC is not informed, trade partner could be liable for any damages.
18. Trade partner is responsible for contacting utility companies or utility locating company prior to commencement of work.
19. Trade partner is responsible to determine locations of all other subsurface utility lines and meters, which may be present on homesite. Any damage done by the trade partner will be the responsibility of the partner.
20. Unless noted otherwise, all work to be performed will be based on a per unit basis, according to the subdivision specific conditions.
21. No materials will be stockpiled in the street. Materials delivered or dropped in the street will be moved immediately.
22. All streets and flatwork will be broom-swept by trade partner responsible for mud, or other surface staining caused by their vehicle and/or equipment. If streets and flatwork are heavily stained or soiled, trade partner will responsible for the cost incurred by Lennar Carolinas, LLC for a wash truck and/or pressure washing of the surface areas at the Lennar Superintendent's discretion. The back-charge for stained/soiled areas caused by the trade partner will be $300.00 per incident.
23. Upon completion of work, trade partner is responsible for leaving home clean (broom-swept). If home is not left broom-swept, a $100.00 fee will be back-charged to trade partner.
24. NO SMOKING ON THE JOBSITES.

SPECIFIC REQUIREMENTS

1. Purchase orders will be received by the trade partner via Supply Pro.
2. When irrigation plans & specifications are not available, this trade partner shall provide a complete design & submit plans and specification to the contractor for approval. Use best quality material and workmanship.
3. Do not willfully install any equipment as shown on plans when it is obvious in the field that the unknown conditions exist that were not evident at the times these plans were prepared. Any such conditions should be brought to the attention of Lennar Carolinas, LLC prior to any work, or the trade partner shall assume responsibility for any field changes deemed necessary by the Lennar Superintendent.
4. The system shall be designed for the minimum operating pressure as shown at each point of connection. The trade partner shall verify the available water pressure on the site is sufficient to operate the system prior to installation.
5. The actual location for the installation of the backflow preventer and the automatic controller is determined in the field by the Lennar Superintendent and/or landscape architect, or as specified by plans (see before start).
6. A 120 volt electrical power outlet to be provided by others to the location for the automatic controller. Trade partner is to be responsible for final connection to equipment.
7. All low voltage wire from controller to valves shall be multi-strand/ color coded burial type. Install in a common trench with pressure mainline piping where possible. Bundle and tape to pipe at 10-foot intervals. Provide an extra pilot wire to the end of the pipe in two directions from the controller. Coil the last two feet of the wire and leave in the valve box.
8. Provide a minimum of 12"-14" of cover over all pressure main line pipe and provide a 12" minimum of cover over all non pressure lateral lines. Trench backfill shall be free of any material that may damage irrigation pipe or equipment. **In the event of backfill settlement, trade partner shall perform required repairs at his own expense.**
9. All pipes under paved or concreted areas shall be installed in a PVC scheduled 40-sleeve with proper cover to prevent damage. Sleeve locations to be located by trade partner and the Lennar Superintendent.
10. All quick coupler valves are to be installed in shrub or ground covered areas whenever possible, and within 18" of the hardscape. All quick coupler valves located in turf areas shall be installed in an 8" diameter green plastic valve box.
11. All threaded pipe connections made to slip joint PVC pipe shall be made with PVC threaded couplings. All threaded adapters and couplings are to be "Dura" deep socket type.
12. All spray heads adjacent to sidewalks, curbs, driveways, or other hardscape surfaces shall be installed on the appropriate pop-up bidy and set flush with the finish grade.
13. Spray nozzles to be installed with the appropriate degree of radius for the area to be covered. **Spraying water on the buildings and hardscape is unacceptable.** Valve flow controls must perform to the optimum.
14. Prior to backfilling irrigation trenches:
    A. Mainlines in the system shall be capped and pressure tested. Any leaks shall be corrected by removing the leaking pipe or fittings and installing new material in its place.
    B. All of trade partner's work must be inspected & tested. Any correction or inadequacies caused by coverage/backfill will be furnished and preformed at trade partner's own expense.
15. Trade partner will provide to contractor a set of reproducible "As Built" drawings, which shall be verified for accuracy at the time of the final job walk-through. Trade partner is responsible to provide a second set of drawings to be given to homeowner.

Initials: _____ _____
Trade Partner Lennar

16. The irrigation system shall be fully guaranteed for a period of 1 year (from closing if installed @ house). Any defective equipment, materials, or poor workmanship shall be fully replaced or corrected by the irrigation contractor at no additional cost to Lennar Carolinas, LLC. If in the (1) year from the date of the completion, settlement occurs; and adjustments in pipes, valves, and sprinkler heads or paving is necessary to bring the system or paving to the proper level of permanent grades, trade partner, as part of his work under his contract, shall make all adjustments without extra cost to Lennar Carolinas, LLC, including the restoration of all damaged planting, paving, or other corrections pertaining to the problem.
17. A separate plumbing permit and inspection will be required from the building inspection department for the installation of the irrigation system.
18. Furnish all design, materials, equipment, services, supervision, transportation, and labor necessary to complete all irrigation work; including drawings and specifications, and service manuals.
19. Drawings and specifications are to indicate and specify a complete and efficient sprinkler irrigation system.
20. Plot dimensions are approximate. Trade partner and the Lennar Superintendent shall field measure and verify all dimensions and make proper adjustments.
21. Trade partner shall carefully investigate the structural and finished conditions affecting all his work and plan his work accordingly. This work shall be installed in the most direct and workmanlike manner so as to avoid conflicts with other trades.
22. **Trade partner shall furnish (1) service manual to owner.** Put with controller, and include operation instructions simple enough to be understood without specialized knowledge.
23. Trade Partner agrees to demonstrate "how to operate" system with the Lennar Superintendent, homeowner, and/or homeowners association management group.
24. Brass pipe shall be IPS standard weight 85% Red Brass. Fittings shall be with standard 125-pound cast bronze threaded fittings.
25. PVC conduit Schedule 40, type 1220, used for control wires under paving/concrete.
26. PVC normal impact pipe – type 1220 (PVC schedule 40 & 80):
    a. Type II Grade I high impact.
    b. Outside diameter of pipe shall be the same size as iron pipe.
    c. Pipe shall be marked with the following information: Manufacturer's name, nominal pipe size, PVC type and grade (i.e. 1220) schedule, NSF approval, and commercial standard designation CS 256-63.
27. PVC Pressure Rated Pipe- Type 1220 (PVC Class 160,200,315) and type 1220 (PVC Schedule 40):
    a. Type I grade II pressure rated pipe.
    b. Materials shall meet the requirements set forth in ASTM D1784-60T.
    c. Outside diameter of pipe shall be the same size as iron pipe.
    d. Pipe shall be marked with the following information: Manufacturer's name, nominal pipe size, PVC type and grade (i.e., 1220) SDR rating class, NSF approval, and commercial standard designation CS 256-63.
    e. PVC type I shall not be threaded.
    f. PVC fittings shall be PVC type II, schedule 40 NSF approved.
    g. Solvent shall be compliant with pipe manufacturer for best results.
    h. Caution shall be utilized in handling Type I pipe due to the possibility of cracking or splitting when dropped or handled carelessly.
    i. When connection is plastic to metal, male adapters shall be used. The male adapter shall be hand tightened, plus one turn with a strap wrench.
28. Ring-tite PVC pipe:
    a. All ring-tite joints shall be sealed with rubber rings as provided by the manufacturer. All pipe joints shall provide for expansion and contraction.
    b. Trust blocks shall be provided as required for proper anchorage and durability of the ring-tite pipe.
    c. Sprinkler heads shall be as shown on plan or approved equal.
29. Valves:
    a. Electric remote control valves shall be as shown on plan or specified in bid.
    b. Approved gate valves shall be specified in bid or an approved equivalent.
    c. Quick coupling valves shall be as indicated on plans and shall be a locking cover, green/black in color. All quick coupling valve keys and hose swivels shall be of same manufacturer as the quick couplers.
30. Automatic controllers shall be as shown on plans and details.
31. All wiring to be used for connecting the automatic controller to the electrical solenoid actuated by remote control valve shall be type UF-600V, 7-strand or solid copper, PVC insulation, single conductor, UL approved underground feeder cable. Each pilot or "hot" wire shall be black or color coded with the common wire being white.
32. All remote control valves, gate valves, and pressure relief valves shall be installed in suitable valve boxes, as shown in details, complete with locking cover.
33. The backflow prevention units shall be as shown on plans and details, as well as being located in inconspicuous places (not in grass areas).
34. Trenching
    a. Excavation shall be open vertical construction sufficiently wide enough to provide free working space around the work installed, and to provide ample space for backfilling and compacting.
    b. Trenches for pipe shall be cut to require grade lines, and trench bottom shall be compacted to provide an accurate and uniform grade bearing the full length of the line.

c. When (2) pipes are to be placed in the same trench, a 6" space shall be maintained between pipes if necessary (due to rocky conditions).

35. Backfill
    a. Backfill material shall be approved soil. Unsuitable material including clods and rocks over 1" in size shall be removed from the premises and disposed of legally at no cost to Lennar Carolinas, LLC.
    b. All backfilling shall be done carefully and shall be properly compacted.
    c. Depth of trenches shall be sufficient to provide a minimum cover above the top of the pipe as follows:
       12" over PVC non-pressure lateral lines.
       18" over PVC non-pressure lateral lines for rotor system.
       18" over PVC main under pressure.
36. PVC Pipe
    a. PVC pipe shall be installed in a manner which will provide for expansion and contraction as recommended by the pipe manufacturer.
    b. All plastic to metal joints shall be allowed to set at least 24 hours before pressure is applied to the PVC pipe.
    c. All plastic to metal joints shall be made with male adapters, unless otherwise shown in details.
    d. After all new sprinkler piping and risers are in place and connected, and all necessary work has been completed prior to installation sprinkler heads, control valves shall be opened and a full head of water will be used to flush out the system. After system is fully flushed, riser shall be capped off and the system pressure tested.
    e. Sprinkler lines shall be tested in place before backfilling (if applicable) and shall show no leakage or loss of pressure.
37. All nozzles on stationary pop-up sprinklers shall be tightened after installation and tested. All sprinklers having an adjustment stem shall be adjusted in a lateral line for the proper radius, diameter, and/or per gallon flow.
38. Remote control valves shall be adjusted so that the most remote sprinkler heads operate at the pressure recommended by the head manufacturer. Remote control valves shall be adjusted so a uniform distribution of water is applied by the sprinkler heads to the planting areas for each individual valve system.
39. Quick coupling valves shall be set approximately 12" from walks, curbs, header-boarders, or paved areas where applicable. Vertical positioning shall be such that sleeve top will be flushed with the settled finish grade as determined after the turf is established and 3" above grade in ground covered areas.
40. Valve boxes shall be set ½" above the designated finish grade in lawn areas and 2" above finish grade in ground covered areas. Check with the Lennar Superintendent for sod installation information.
41. Valve boxes installed near walks, curbs, header-borders, and paving shall abut those items. Top surfaces shall be flushed with those items listed above.
42. The automatic controller that shall be installed in the approximate location shown per plan. All local and other applicable codes shall provide power to controller and trade partner shall plug controller into outlet.
43. Install wire in trench and tape to the main lines on side of pipe at 10' intervals. 12"-14" minimum coverage of earth over the 24-volt control wire.
44. All electrical equipment and wiring shall comply with local and state codes and be installed by those skilled and licensed in the trade (if applicable).

Warranty: Our limited warranty excludes landscaping items from the warranty coverage. However, Lennar Carolinas, LLC believes that all work done in connection with one of our homes should be of quality work and that all trade partners should stand behind the quality of their work. Therefore, we require all trade partners to warrant their work for a period of one (1) year from date of closing of the home.

WARRANTY SERVICE

1. Lennar Carolinas, LLC places high importance on warranty service.
2. Trade partner will provide phone number and contact response for emergency service.
3. Emergency service response and completion to these requests will not exceed 72 hours after notification.
4. Trade partner agrees to one (1) year material and labor warranty, from date of closing on the home. This warranty includes but is not limited to: defect in workmanship, improper installation, and/or defective new materials supplied by trade partner to fasten or assemble materials provided by Lennar Carolinas, LLC.
5. If trade partner performs work over previous trade partner work that is of inferior quality, incorrectly built, or at a variance to Lennar Carolinas, LLC plans; trade partner that worked over the inferiority/incorrectly built/variance, will be financially liable for costs incurred to correct and reinstall all material and labor specific to his original installation.
6. Trade partner shall be responsible for all customer service/walk through items pertaining to this contract. Failure to comply with customer service or walk through request within (3) days of notification will result in Lennar Carolinas, LLC, finishing the work and back-charging the costs to trade partner. The trade partner shall have 24 hours (in an emergency) and 3 days (in a non-emergency) in which to correct any Warranty problem. If the problem is not corrected within 3 days then Lennar Carolinas, LLC shall correct the problem and will back-charge the trade partner at the rate of $25.00 per hour, with a minimum charge of $100.00 plus the cost of any materials.

Initials: _____ _____
Trade Partner Lennar

Trade partner shall remain responsible for daily clean up and removal of debris and trash from his respective work area to a designated area by the Project Manager. If for any reason trade partner fails to perform daily clean up, contractor may elect to perform necessary clean up and deduct sufficient monies to cover the cost from monies due the trade partner.

Prior to commencement of work on site, trade partner shall submit to contractor a Certificate of Insurance demonstrating coverage for Workman's Compensation and General Liability as required by Lennar Carolinas, LLC.

The scope of work defined above shall be considered as an integral part of the subcontract agreement referenced to above. Lennar Carolinas, LLC reserves the right to modify and/or amend the above scope of work anytime. Any changes to the scope of work must be approved in writing (adjusting purchase order) prior to work being performed.

This Scope of Work executed this 18th **day of** June **,20**07

Trade Partner: Myers Landscaping Inc. 843-851-1756
Company Name **Phone Number**

100 Cantley Drive
Address

Summerville S.C. 29483
City, State, and Zip Code

By: Brian J. Myers Owner
Print Name **Title**

Brian J Myers
Signature

Contractor: Lennar Carolinas, LLC

By: Teresa Wade Director of Purchasing
Title

LENNAR®

Schedule A
Scope of Work for
LANDSCAPE SPECIFICATIONS

Subcontractor or supplier, (hereinafter referred to as trade partner), will adhere to all City, County, State and Federal building codes, regulations, and licensing in all areas work is to be performed as it pertains to trade partner's classification. Trade partner is required to follow and comply with all OSHA requirements.

The scope of work specifically includes but is not limited to the following items of work. All of the following, unless noted otherwise, includes labor, materials and all applicable taxes.

Trade partner is required to provide an itemized material take-off; therefore, any items necessary to complete the work, but not shown nor implied on the drawings or in the specifications, but necessary to complete the systems depicted in order to meet all codes, shall be included in this contract. Included with this contract is all work shown on the Plans and Specifications as listed in the Community Product Specification Sheets. This Schedule A will become part of the contract if awarded. Scope of Work under this contract includes, but is not necessarily limited to the following:

GENERAL REQUIREMENTS

1. Trade partner will provide any documents required to comply with OSHA Material Safety Data Sheets, (MSDS) relating to any materials used on the job site.
2. Trade partner agrees that he is acquainted with and will instruct his employees on the Construction Safety Requirements of the Occupational Safety and Health Act of 1970 and all current requirements pertaining to OSHA will be adhered as it pertains to trade partner's classification. Trade partner is required to furnish Lennar Carolinas, LLC with a written copy of trade partner's safety program. Further, he agrees that his employees or trade partners will comply with the provisions of these acts and that he will be financially liable for any fines imposed on Lennar for violations of these provisions on account of unsafe acts by his employees. The same conditions will apply to work sublet by the said trade partner, its agents, and material men.
3. Comply with Lennar standards outlined herein, manufacturers and industry standards as it applies to installation and finishing specifications. In the event of a conflict, the most stringent standards will control.
4. All work will be performed in accordance to Lennar Carolinas, LLC plans, specifications, design standards and home releases. No changes will be allowed without written consent and signed authorization from a Lennar Superintendent on a Lennar Change Order or Purchase Order.
5. **No work will be performed over previous trade partner work that is of inferior quality, incorrectly built or at a variance to Lennar Carolinas, LLC plans.** Immediately notify a Lennar Superintendent of any such occurrences.
6. Supply all tools, materials, labor, and equipment as required to perform related work. Trade partner shall supply all equipment (i.e. forklifts, cranes, ladders, scaffolding), if required, for this trade partner's portions of work only; temporary power and cords from site panels, all power and hand tools as required, compressors, etc., including generators as needed.
7. **The trade partner understands and agrees that work must be completed per Lennar Carolinas, LLC schedule.** No substitution of materials shall be allowed. Trade partner is required to contact the Lennar Superintendent and Lennar Carolinas, LLC purchasing department immediately if any delay and/or product should become unavailable.
8. All materials shall be new materials of guaranteed quality. **Trade partner is required to provide all fasteners (nails, staples, button caps, etc) required to assemble the materials in accordance to the best practices of industry standards and adhere to all local, national codes, and/or governing codes and requirements.**
9. The trade partner agrees to provide competent supervision at all times. The trade partner will check the quality and quantities of materials and quality of workmanship. **The trade partner shall ensure that the work environment is kept clean and free from hazards. Excess materials from each house shall be removed from the site, stored at a Lennar approved location, or stacked neatly in garage.**
10. The house must pass all inspections pertaining to the installation provided by trade partner to turn in retainer. **Any corrections required by inspectors will be at the expense of the trade partner. Any items found during the final inspection that need correction shall be corrected before payment is made.**
11. Trade partner will be required to repair any damages to his work not of his doing and will be paid at a fair and predetermined rate.
12. Trade partner will be required to repair any deficiencies or inferior quality work at his own expense. **Trade partner will be required to pay for any damages to existing work if it is determined that said trade partner and/or his employees were the cause of such damage.**
13. Warrant materials and labor according to Lennar Carolinas, LLC specifications.
14. Lennar Carolinas, LLC reserves the right to modify the specifications at any time. In the event that this occurs, the trade partner will be notified prior to said change.

Initials: _____ _____
Trade Partner Lennar

15. Grades, swales, cuts and any and all movement or placement of soils will conform to subdivision grading map and or as instructed or directed by governing engineer or engineer's inspector to establish correct drainage.
16. Protect the streets curb and gutters from any damages. Track loaders or any equipment utilizing tracks for mobilization shall not be placed, unloaded or moved on any streets or asphalt.
17. Lennar Superintendent will be contacted prior to commencement of work to inform of any utility damages. If Lennar Carolinas, LLC is not informed, trade partner could be liable for any damages.
18. Trade partner is responsible for contacting utility companies or utility locating company prior to commencement of work.
19. Trade partner is responsible to determine locations of all other subsurface utility lines and meters, which may be present on homesite. Any damage done by the trade partner will be the responsibility of the partner.
20. Unless noted otherwise, all work to be performed will be based on a per unit basis, according to the subdivision specific conditions.
21. No materials will be stockpiled in the street. Materials delivered or dropped in the street will be moved immediately.
22. All streets and flatwork will be broom-swept by trade partner responsible for mud, or other surface staining caused by their vehicle and/or equipment. If streets and flatwork are heavily stained or soiled, trade partner will responsible for the cost incurred by Lennar Carolinas, LLC for a wash truck and/or pressure washing of the surface areas at the Lennar Superintendent's discretion. The back-charge for stained/soiled areas caused by the trade partner will be $300.00 per incident.
23. Upon completion of work, trade partner is responsible for leaving home clean (broom-swept). If home is not left broom-swept, a $100.00 fee will be back-charged to trade partner.
24. NO SMOKING ON THE JOBSITES.

SPECIFIC REQUIREMENTS

1. Purchase orders will be received by the trade partner via Supply Pro.
2. Trade partner understands and agrees that time is of the essence regarding the contract work. Trade partner must make schedule arrangements that are satisfactory to the Lennar Superintendent, in order to perform and complete work.
3. No planting shall be done until all operations in conjunction with the installation of the sprinkler system have been completed (if applicable), final grades have been established, the planting areas have been properly graded and prepared as specified, and the work has been approved by the Lennar Superintendent.
4. Shrubs and trees to be selected per specification of Lennar Carolinas, LLC.
5. Trade partner shall, within five (5) days notice from the Lennar Superintendent, remove and replace all guaranteed plant materials that do not, for any reason, meet the requirements of Lennar Carolinas, LLC. Replacement shall be made with plant materials as indicated or specified for the original planting, and all replacement materials shall be guaranteed as specified for the original guaranteed materials.
6. Substitutions for the indicated plant materials will be permitted provided the substituted materials are approved in advance by the Lennar Superintendent and the substitutions are made at no additional cost to owner or Lennar Carolinas, LLC.
7. All landscaping is installed per plans and performed after final grade is obtained.
8. Final Grade: after flatwork and privacy wall (if applicable) are in place. This includes backfill of wall footings, clean-up of minor trash, redistribution of materials left from concrete work and the final grade must pass the certification survey of municipality.
9. Trade partner shall fine-grade the yard area to be landscaped to properly manage the water flow.
10. Trade partner shall take all precautions to ensure no mechanicals are damaged during the fine-grading of the homesite.
11. During the fine-grade, the trade partner shall ensure soil is a minimum of 8" from the bottom of the first piece of siding on wall.
12. Trade partner is to finish grade to within 1/10th of a foot or 1-inch below paving where paving exists.
13. If any swale or berm has been damaged or is incorrect to ensure correct water flow (6" of fall within 10 feet of the house), the Lennar Superintendent should be notified immediately.
14. Trade partner to provide and install erosion fabric in swales when required, at an agreed upon price.
15. When given at two day notice, trade partner will supply all underground pipe sleeves as necessary to perform his work.
16. Shrubs and trees shall be planted in loosened soil, and then firmly packed to eliminate air pockets and watered thoroughly.
17. All trees are to be triple staked at installation.
18. All planter areas shall be covered with pine straw to protect new plants. Pine straw should enhance the appearance of the planted area, not distract from it.
19. Any areas that do not require grass should have straw applied to prevent weeds and to enhance the appearance of the area (such as under decks, 5 feet in natural area, etc.).
20. The yard shall be fine-raked before grass is planted to remove any construction debris, gravel, rocks, unbreakable lumps of soil, and any other foreign debris that would interfere with the smooth, pleasing appearance of the yard.
21. If the purchase order calls for sod, no sod shall be installed over washes, gullies, or large lumps or uneven surfaces. Sod shall be laid with no gaps between squares. Sod shall be sod stapled in such a manner to prevent movement of sod on hill applications. All planting areas shall be formed in

Initials: _____ _____
Trade Partner Lennar

such a way that the edge of the sod will be smooth and present a uniform appearance. Jagged edges or an out-of-shape appearance is unacceptable.

22. Grass squares shall be laid tightly and staggered.
23. Seed to be applied at 50 pounds per 5,000 square feet of soil and wheat straw placed over soil (for erosion).
24. Fertilizer to be applied as required by the area and the season of the year.
25. Straw to be applied to completely cover the seeded area.
26. Pine straw at beds and 5 feet of natural area at rear. Pine straw should be tucked at edges.
27. Grass, seed, and/or sod to be watered immediately after installation.
28. Trade partner to provide sprinkler and hose for every yard at an agreed upon price.
29. Trade partner shall protect all existing curbs, flatwork, and existing structure from damage during their portion of work.
30. It is the trade partner's responsibility to determine locations of all other subsurface utility lines and meters, which may be present on homesite. Any damage to lines or meters as a result of the required work shall be the sole responsibility of the trade partner.
31. Flatwork to be swept after job is completed.
32. Sweep down city streets after job is completed.
33. Wash hydro-mulch off of home, utility boxes, and anywhere else it should not be.
34. Do not plant grass or sod if drainage does not meet code.
35. Trees and shrubs to be warranted for 1 year, except in cases of homeowner neglect and natural disasters.
36. Haul off grass pallets the same day as installation.
37. Trade partner will be responsible for inspection regarding irrigation.
38. Clean all excess landscape debris upon completion. Debris of other trade partners will be hauled away at an agreed upon price.

WALK THROUGH

1. All plants and trees alive.
2. Grass green. Replace any dead sections.
3. Straw evenly spread and consistent.

CLEAN UP

1. Keep debris off sidewalks and driveways.
2. After installation, all homes will be hazard free and all construction debris related to installation will be placed in nearest trash receptacle.

WARRANTY SERVICE

1. Lennar Carolinas, LLC places high importance on warranty service.
2. Trade partner will provide phone number and contact response for emergency service.
3. Emergency service response and completion to these requests will not exceed 72 hours after notification.
4. Trade partner agrees to one (1) year material and labor warranty, from date of closing on the home. This warranty includes but is not limited to: defect in workmanship, improper installation, and/or defective new materials supplied by trade partner to fasten or assemble materials provided by Lennar Carolinas, LLC.
5. If trade partner performs work over previous trade partner work that is of inferior quality, incorrectly built, or at a variance to Lennar Carolinas, LLC plans; trade partner that worked over the inferiority/incorrectly built/variance, will be financially liable for costs incurred to correct and reinstall all material and labor specific to his original installation.
6. Trade partner shall be responsible for all customer service/walk through items pertaining to this contract. Failure to comply with customer service or walk through request within (3) days of notification will result in Lennar Carolinas, LLC, finishing the work and back-charging the costs to trade partner. The trade partner shall have 24 hours (in an emergency) and 3 days (in a non-emergency) in which to correct any Warranty problem. If the problem is not corrected within 3 days then Lennar Carolinas, LLC shall correct the problem and will back-charge the trade partner at the rate of $25.00 per hour, with a minimum charge of $100.00 plus the cost of any materials.

Trade partner shall remain responsible for daily clean up and removal of debris and trash from his respective work area to a designated area by the Project Manager. If for any reason trade partner fails to perform daily clean up, contractor may elect to perform necessary clean up and deduct sufficient monies to cover the cost from monies due the trade partner.

Prior to commencement of work on site, trade partner shall submit to contractor a Certificate of Insurance demonstrating coverage for Workman's Compensation and General Liability as required by Lennar Carolinas, LLC.

The scope of work defined above shall be considered as an integral part of the subcontract agreement referenced to above. Lennar Carolinas, LLC reserves the right to modify and/or amend the above scope of work anytime. Any changes to the scope of work must be approved in writing (adjusting purchase order) prior to work being performed.

Page 4 of 4
Initials: _____ _____
Trade Partner Lennar

This Scope of Work executed this 18th day of June, 2007

Trade Partner: Myers Landscaping Inc 843-851-1756
Company Name Phone Number

100 Cantley Drive
Address

Summerville S.C. 29483
City, State, and Zip Code

By: Brian J. Myers Owner
Print Name Title

Brian J Myers
Signature

Contractor: Lennar Carolinas, LLC

By: Teresa Wade Director of Purchasing
Title

Initials: _____ _____
Trade Partner Lennar

LENNAR

Schedule A
Scope of Work for
ROUGH AND FINAL GRADING/ BACKFILL

Subcontractor or supplier, (hereinafter referred to as trade partner), will adhere to all City, County, State and Federal building codes, regulations, and licensing in all areas work is to be performed as it pertains to trade partner's classification. Trade partner is required to follow and comply with all OSHA requirements.

The scope of work specifically includes but is not limited to the following items of work. All of the following, unless noted otherwise, includes labor, materials and all applicable taxes.

Trade partner is required to provide an itemized material take-off; therefore, any items necessary to complete the work, but not shown nor implied on the drawings or in the specifications, but necessary to complete the systems depicted in order to meet all codes, shall be included in this contract. Included with this contract is all work shown on the Plans and Specifications as listed in the Community Product Specification Sheets. This Schedule A will become part of the contract if awarded. Scope of Work under this contract includes, but is not necessarily limited to the following:

GENERAL REQUIREMENTS

1. Trade partner will provide any documents required to comply with OSHA Material Safety Data Sheets, (MSDS) relating to any materials used on the job site.
2. Trade partner agrees that he is acquainted with and will instruct his employees on the Construction Safety Requirements of the Occupational Safety and Health Act of 1970 and all current requirements pertaining to OSHA will be adhered as it pertains to trade partner's classification. Trade partner is required to furnish Lennar Carolinas, LLC with a written copy of trade partner's safety program. Further, he agrees that his employees or trade partners will comply with the provisions of these acts and that he will be financially liable for any fines imposed on Lennar for violations of these provisions on account of unsafe acts by his employees. The same conditions will apply to work sublet by the said trade partner, its agents, and material men.
3. Comply with Lennar standards outlined herein, manufacturers and industry standards as it applies to installation and finishing specifications. In the event of a conflict, the most stringent standards will control.
4. All work will be performed in accordance to Lennar Carolinas, LLC plans, specifications, design standards and home releases. No changes will be allowed without written consent and signed authorization from a Lennar Superintendent on a Lennar Change Order or Purchase Order.
5. **No work will be performed over previous trade partner work that is of inferior quality, incorrectly built or at a variance to Lennar Carolinas, LLC plans.** Immediately notify a Lennar Superintendent of any such occurrences.
6. Supply all tools, materials, labor, and equipment as required to perform related work. Trade partner shall supply all equipment (i.e. forklifts, cranes, ladders, scaffolding), if required, for this trade partner's portions of work only; temporary power and cords from site panels, all power and hand tools as required, compressors, etc., including generators as needed.
7. **The trade partner understands and agrees that work must be completed per Lennar Carolinas, LLC schedule.** No substitution of materials shall be allowed. Trade partner is required to contact the Lennar Superintendent and Lennar Carolinas, LLC purchasing department immediately if any delay and/or product should become unavailable.
8. All materials shall be new materials of guaranteed quality. **Trade partner is required to provide all fasteners (nails, staples, button caps, etc) required to assemble the materials in accordance to the best practices of industry standards and adhere to all local, national codes, and/or governing codes and requirements.**
9. The trade partner agrees to provide competent supervision at all times. The trade partner will check the quality and quantities of materials and quality of workmanship. **The trade partner shall ensure that the work environment is kept clean and free from hazards. Excess materials from each house shall be removed from the site, stored at a Lennar approved location, or stacked neatly in garage.**
10. The house must pass all inspections pertaining to the installation provided by trade partner to turn in retainer. **Any corrections required by inspectors will be at the expense of the trade partner. Any items found during the final inspection that need correction shall be corrected before payment is made.**
11. Trade partner will be required to repair any damages to his work not of his doing and will be paid at a fair and predetermined rate.
12. Trade partner will be required to repair any deficiencies or inferior quality work at his own expense. **Trade partner will be required to pay for any damages to existing work if it is determined that said trade partner and/or his employees were the cause of such damage.**
13. Warrant materials and labor according to Lennar Carolinas, LLC specifications.
14. Lennar Carolinas, LLC reserves the right to modify the specifications at any time. In the event that this occurs, the trade partner will be notified prior to said change.

Initials: _____ _____
Trade Partner Lennar

15. Grades, swales, cuts and any and all movement or placement of soils will conform to subdivision grading map and or as instructed or directed by governing engineer or engineer's inspector to establish correct drainage.
16. Protect the streets curb and gutters from any damages. Track loaders or any equipment utilizing tracks for mobilization shall not be placed, unloaded or moved on any streets or asphalt.
17. Lennar Superintendent will be contacted prior to commencement of work to inform of any utility damages. If Lennar Carolinas, LLC is not informed, trade partner could be liable for any damages.
18. Trade partner is responsible for contacting utility companies or utility locating company prior to commencement of work.
19. Trade partner is responsible to determine locations of all other subsurface utility lines and meters, which may be present on homesite. Any damage done by the trade partner will be the responsibility of the partner.
20. Unless noted otherwise, all work to be performed will be based on a per unit basis, according to the subdivision specific conditions.
21. No materials will be stockpiled in the street. Materials delivered or dropped in the street will be moved immediately.
22. All streets and flatwork will be broom-swept by trade partner responsible for mud, or other surface staining caused by their vehicle and/or equipment. If streets and flatwork are heavily stained or soiled, trade partner will responsible for the cost incurred by Lennar Carolinas, LLC for a wash truck and/or pressure washing of the surface areas at the Lennar Superintendent's discretion. The back-charge for stained/soiled areas caused by the trade partner will be $300.00 per incident.
23. Upon completion of work, trade partner is responsible for leaving home clean (broom-swept). If home is not left broom-swept, a $100.00 fee will be back-charged to trade partner.
24. NO SMOKING ON THE JOBSITES.

SPECIFIC REQUIREMENTS

1. Purchase orders will be received by the trade partner via Supply Pro.
2. First grade shall be performed after the slab/ foundation is completed and during construction as needed. The rough grade must provide the proper drainage away from the home during construction and upon completion.
3. Rough grade for drives, walks, etc. as needed within 4" to 6" of finish grade.
4. It is the trade partner's responsibility to be aware of the type of drainage between homes.
5. The trade partner shall grade well-defined swales for proper drainage between homes to allow water to flow away.
6. The grading shall allow ¼" fall per foot, or 2%, away from the house (this is a minimum).
7. Foundation/ slab exposure shall be a minimum of 6" (and at least one brick below foundation vent).
8. Trade partner shall supply hand labor where needed for proper grade and all grades should be visually noticeable without the aid of an instrument. All debris shall be removed from the jobsite.
9. The dirt/ fill shall be spread evenly over the graded yard and trade partner must hand grade next to the slab/ foundation and other areas that may be inaccessible to machines. Grade must be left smooth with no "ruts", "pockets", etc. that can hold water.
10. Trade partner must not dump dirt/ fill in the street, sidewalks, drive, curbs, patios, etc., or invade another homesite (only behind the curb and flatwork).
11. In the event of damage to concrete (i.e. flatwork, curb, slab, etc.), it must be replaced, and not "patched", at no expense to Lennar Carolinas, LLC.
12. **No machines are allowed on any concrete flatwork, sewer cleanouts, and water meters.** Trade partner is responsible for locating these before commencing work.
13. Trade partner must **locate all utilities** before grading/ digging, etc., to ensure safety and no damage.
14. All backfilled trenches shall be thoroughly compacted to 95%.
15. Trade partner shall check area for broken water lines.
16. Upon completion, all excess soil shall be smoothed out or removed from homesite (must have prior approval of the Lennar Superintendent if removed).
17. Trade partner is responsible for his own equipment left on jobsite.
18. Trade partner shall obtain the engineer's plot plan from Lennar Carolinas, LLC prior to commencement of work (if necessary).
19. All areas and homesites shall be taken from existing grade. All spoils shall be removed from jobsite at no cost to Lennar Carolinas, LLC.
20. Right of way must be graded to meet all city specifications.

WARRANTY SERVICE

1. Lennar Carolinas, LLC places high importance on warranty service.
2. Trade partner will provide phone number and contact response for emergency service.
3. Emergency service response and completion to these requests will not exceed 72 hours after notification.
4. Trade partner agrees to one (1) year material and labor warranty, from date of closing on the home. This warranty includes but is not limited to: defect in workmanship, improper installation, and/or defective new materials supplied by trade partner to fasten or assemble materials provided by Lennar Carolinas, LLC.

Initials: _____ _____
Trade Partner Lennar

5. If trade partner performs work over previous trade partner work that is of inferior quality, incorrectly built, or at a variance to Lennar Carolinas, LLC plans; trade partner that worked over the inferiority/incorrectly built/variance, will be financially liable for costs incurred to correct and reinstall all material and labor specific to his original installation.
6. Trade partner shall be responsible for all customer service/walk through items pertaining to this contract. Failure to comply with customer service or walk through request within (3) days of notification will result in Lennar Carolinas, LLC, finishing the work and back-charging the costs to trade partner. The trade partner shall have 24 hours (in an emergency) and 3 days (in a non-emergency) in which to correct any Warranty problem. If the problem is not corrected within 3 days then Lennar Carolinas, LLC shall correct the problem and will back-charge the trade partner at the rate of $25.00 per hour, with a minimum charge of $100.00 plus the cost of any materials.

Trade partner shall remain responsible for daily clean up and removal of debris and trash from his respective work area to a designated area by the Project Manager. If for any reason trade partner fails to perform daily clean up, contractor may elect to perform necessary clean up and deduct sufficient monies to cover the cost from monies due the trade partner.

Prior to commencement of work on site, trade partner shall submit to contractor a Certificate of Insurance demonstrating coverage for Workman's Compensation and General Liability as required by Lennar Carolinas, LLC.

The scope of work defined above shall be considered as an integral part of the subcontract agreement referenced to above. Lennar Carolinas, LLC reserves the right to modify and/or amend the above scope of work anytime. Any changes to the scope of work must be approved in writing (adjusting purchase order) prior to work being performed.

This Scope of Work executed this 18th **day of** June **,20** 07

Trade Partner: Myers Landscaping Inc. 843-851-1756
Company Name **Phone Number**

100 Cantley Drive
Address

Summerville S.C. 29483
City, State, and Zip Code

By: Brian J Myers Owner
Print Name **Title**

Signature

Contractor: Lennar Carolinas, LLC

By: _____ Director of Purchasing
Title

EXHIBIT 51

TO EXHIBIT A – AFFIDAVIT OF ROBERT MAUCH



Subcontract Agreement

Contractors' State License #
CBC046695 & CBC1252426

Division Office: Lennar Tampa

Contract Number: _____ C/O: _____

THIS SUBCONTRACT AGREEMENT ("Contract"), is made and entered into at _____, this ___ day of _____, 2007, by and between Lennar, whose address is *600 N. Westshore Blvd. Suite 500 Tampa, FL 33609*, (herein called "Contractor") and _____, a _____, whose address is _____, telephone number _____, (herein called "Subcontractor").

WHEREAS, Contractor has or is about to commence the construction of (single family homes) located at (n/a) and known as (all communities), (herein called "Community"), pursuant to plans and specifications prepared by Lennar, and any subsequent revisions thereto, herein collectively called "Plans and Specifications" which plans and specifications are incorporated herein by this reference.

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

1. PERFORMANCE OF THE WORK: Subcontractor agrees to furnish all labor, materials, equipment, supplies, supervision and all other things necessary to efficiently perform and timely complete in strict accordance with the plans and Specifications, in accordance with the HIGHEST TRADE PRACTICES and in a manner satisfactory to the Contractor, that portion of the Community referred to as work, as well as any amendments to this Contract, (herein collectively called the "Work"). Subcontractor, by acceptance of this Contract, shall guarantee the availability of all materials, labor and equipment necessary to complete the Work according to the established construction schedule of Contractor. Subcontractor will pay promptly all fees, taxes, union welfare and benefit payments, deposits, charges, damages and penalties that may be asserted against Contractor on account of Subcontractor's performance hereunder, and Subcontractor acknowledges that all such taxes and payments have been included in the Contract Price. All possible contingencies to perform a complete job have been anticipated and included in the Contract Bid.

The purpose of this Agreement is to fix the obligations of Contractor and Subcontractor as to the performance by Subcontractor of certain described Work. Subcontractor acknowledges that this Agreement is nonexclusive and that Contractor is free to contract with any other person or entity for the performance of Work which is the same or similar to that described in this Agreement. This Agreement shall not be construed as obligating Contractor to accept bids or issue Work Notification Forms, as defined below, to Subcontractor. Subcontractor also acknowledges that the terms and provisions of this Agreement apply to and are binding on only the Division of Contractor named herein or any successor to such Division.

1.1 INSPECTION. Subcontractor acknowledges inspection of the site for the Work has thoroughly examined the Plans and Specifications with the understanding that the provisions relating to the Work may be set forth throughout different parts of the Plans and Specifications; it being the prime purpose of this Contract to provide for the entire performance and completion of this Subcontractor's particular portion of the Community. Subcontractor shall be solely responsible for verifying with Contractor's representative that it possesses the most current set of Plans and Specifications prepared and approved for construction by Contractor. If Subcontractor, during the performance of its Work, finds discrepancies between the Plans, physical conditions, errors and omissions in the plans or in the layout as given and/or Specifications, it shall be Subcontractor's responsibility to immediately notify Contractor in writing. Any work performed after such discovery, until authorized to proceed, shall be done at Subcontractor's risk, until a satisfactory remedy is directed by the Contractor. The plans shall always remain the property of Contractor, and may not be used by Subcontractor for any purpose other than the performance of the Work. Prior to ordering any materials or performing any work, Subcontractor shall verify all measurements or conditions at the Community, and shall be responsible for the correctness of the same. No extra charge or compensation shall be allowed on account of differences between actual dimensions or conditions, and the measurements and conditions which may be found as indicated in the Plans and Specifications. The soils and geology reports available to each bidder were prepared by Contractor's consultants and sufficiency or accuracy of the reports, investigations or of the borings which have been made, and there is no warranty or guarantee, either express or implied, that the conditions indicated by the reports, investigations, or borings are representative of those existing throughout the Community, that unanticipated developments may not occur, or that materials other than, or in proportions different from those indicated, may not occur. Subcontractor agrees to undertake the Work subject to all site conditions as they now exist or may arise.

1.2 PROGRESS. Subcontractor agrees to (i) keep itself thoroughly informed as to the progress of the Community, (ii) begin the work upon request of Contractor, (iii) diligently pursue the Work to completion as rapidly as the conditions of the Community will permit, (iv) efficiently coordinate its Work with that of Contractor and all other subcontractors so as not to interfere with, disrupt or delay any work to be performed by any of said persons and, in any event, so as not to interfere with, disrupt or delay the progress required to conform to the Community completion date designated by Contractor. Contractor may, but shall not be obligated to, furnish Subcontractor with a progress schedule for all or any portion of the Work, which, if furnished, may be amended from time to time by Contractor and shall be considered a part of this Contract. As to that portion of the Work covered thereby, such schedule shall control over any other provision of this Contract regarding time for performance. Time for performance, whether established by progress schedule or any other provisions hereof, shall be of the essence and Subcontractor shall be liable to Contractor for any and all damages, including, but not limited to, consequential damages caused by delays of Subcontractor. Subcontractor shall check its message box daily (such message boxes are located in the Contractor's jobsite office). If, however, the Community is destroyed by fire or catastrophe, Subcontractor will be paid for work performed and incorporated into the Community prior to the catastrophe, and both parties shall thereafter be relieved from any further obligation hereunder. Subcontractor shall confine all operations of the site to areas permitted by law, ordinances, permits and Contract Documents, and shall not unreasonably encumber the site with materials or equipment.

Subcontractor's Initials GM Subcontractor's Initials _____ Contractor's Initials: MK

1.3 SPECIFICATIONS. In addition to the Plans and Specifications, Subcontractor shall adhere to any and all manufacturer's specifications for installation of materials. Subcontractor shall deliver to Contractor any and all applicable manufacturer's warranties on materials furnished pursuant to this Contract when the Work is completed or the Contract is terminated, whichever is sooner. If there is any conflict between Contractor's Specifications and the manufacturer's specifications, it is the responsibility of Subcontractor to bring discrepancy to Contractor's attention in writing. Subcontractor's further work done without first resolving such conflict shall be at its own risk. Attached hereto as Exhibit "A" is Contractor's Scope of Work, which is hereby incorporated by this reference, and Subcontractor shall adhere to the terms and specifications thereof in performing the Work. Any deviation from either the manufacturer's specification or Contractor's Scope of Work will result in Subcontractor removing and replacing all materials to the manufacturer's specifications and Contractor's Scope of Work at no cost to Contractor.

1.4 WORK OF OTHERS. Subcontractor shall protect the work of all subcontractors and Contractor during the course of its work and shall be fully responsible for the protection of all existing structures, curbs, landscaping and adjacent property. Subcontractor and its employees shall cooperate with all trades. Subcontractors shall be responsible for inspecting any work of any other subcontractor that may affect its own Work and shall report, in writing, to Contractor any defects in such work or any other discrepancies or problems which could adversely affect Subcontractor's work within twenty-four (24) hours after discovering the defect, discrepancy or problem, or after it should have been noticeable, whichever occurs earlier. Subcontractor shall stop all of its work until the defect, discrepancy or problem has been resolved. If the proper performance of any part of the Work depends upon the performance by Contractor or any other subcontractor whose work precedes in time the Work of Subcontractor, Subcontractor agrees that commencing performance of such part of the Work shall be deemed to be an admission that the work which precedes such part of the Work has been done in a proper manner, and Subcontractor accepts such work as correct and fit to be accommodated into its own. No such acceptance shall be implied if the defect does not occur or is not noticeable until after Subcontractor has completed its own work. If Subcontractor installs any work over improper workmanship previously installed by other trades, Subcontractor will absorb all repair costs necessary to repair any prior work deemed inferior by Contractor. Subcontractor shall be responsible for any damage that may be sustained by the Contractor or others for incorrect location of the Work or portions thereof.

1.5 PHASING. The parties hereto acknowledge that the Work covered by this Contract is intended to be performed in more than one phase. If, in order to avoid possible escalation in the cost of materials provided by the Subcontractor as part of the work covered by this Contract, Subcontractor elects to purchase such materials in advance of any particular phase or Start Release of the Community commenced by Contractor, then Subcontractor acknowledges that it is purchasing such materials at its own risk and that Contractor shall not pay nor be liable for the cost of such materials purchased by the Subcontractor unless and until such applicable phase or Start Release of the work in which such materials are to be incorporated into such work of improvement. Subcontractor further agrees that in the event subsequent subcontracts or amendments are entered into between the parties for subsequent phases of construction on the Community, the prices quoted by Subcontractor for labor and materials on this phase of the Community shall be the same for the subsequent phases until thirty (30) days following written notice of an increase in labor or material prices. In the event subsequent phases of the Community are contracted without thirty (30) days prior written notice from Subcontractor agrees the subsequent subcontract shall be at the prices prevailing between Contractor and Subcontractor at the time of this Contract.

1.6 WORK NOTIFICATION FORM. In conjunction with this Agreement, Contractor may issue a written order to Contractor specifying certain Work to be performed and time for completion at each specific job location. The term Work Notification Form shall include forms designated "Work Order", "Job Start Order", "Extra Work Order" and other similar designations and containing certain information about commencing such Work and the payment for such Work. Subcontractor shall have no authority to commence Work at any job location until it has received a Work Notification Form for a specific job location. It shall be Subcontractor's responsibility to obtain a Work Notification Form before beginning any Work at a specific job location. In the event Subcontractor's proposal, estimate or similar document is attached to or referenced in a Work Notification Form issued by Contractor, only those terms which define or identify the work to be performed by Subcontractor shall be incorporated as part of the Work Notification Form or this Agreement, and any remaining portions of Subcontractor's proposal, estimate or similar document shall not be considered part of the Work Notification Form, this Agreement, or any agreement between Contractor and Subcontractor. No substitutions shall be allowed in the performance of the Work unless expressly provided in the plans, specifications or applicable Work Notification Form, and only then upon Subcontractor first receiving all approvals required from Contractor for substitutions. Subcontractor shall indemnify Contractor for all loss, damage and expense incurred as a result of such substitutions, whether or not Subcontractor has obtained approval thereof.

2. LABOR AND SUPERVISION: Subcontractor shall at all times keep on the construction site and throughout the performance of this Contract, competent supervision together with all necessary assistants and employees. Subcontractor's Superintendent shall be knowledgeable as to the Scope of Work attached hereto as Exhibit "A". Subcontractor's Superintendent shall have full authority to act for Subcontractor in matters pertaining to this Contract and the performance of the Work hereunder. The Subcontractor's Superintendent shall remain in attendance at the site and shall be present at all times when work of any kind is being performed, including work done during overtime. Subcontractor's Superintendent shall be satisfactory to Contractor, and shall not be changed except with the consent of Contractor, unless the Superintendent proves to be unsatisfactory to Subcontractor and ceases to be in its employ. Superintendent shall represent the Subcontractor, and all communication given to the Superintendent shall be as binding as if given to the Subcontractor. Subcontractor shall at all times enforce strict discipline and good order among its employees and shall not employ any unfit person or anyone not skilled in the task assigned to that employee. Subcontractor shall remove from the jobsite and replace any employee, including Subcontractor's Jobsite Superintendent, upon request of Contractor. Subcontractor shall provide an English-speaking Superintendent on the Community at all times.

3. LEGAL COMPLIANCE: Subcontractor warrants and represents it is familiar with all applicable laws, ordinances, codes, rules, standards and regulations and that it, its employees, and all others acting under its direction or control, shall at all times comply with and abide by all local, state and federal statutes, ordinances, rules and regulations, and any amendments thereto, as well as those of any other public body having authority concerning the Work, including but not limited to, the building codes of the governmental entity having jurisdiction over the Community, FRA Minimum Property requirements, VA building code requirements, the Occupational Safety and Health Act of 1970, the Immigration Reform and Control Act of 1986 (the "Immigration Act"), all applicable equal employment opportunity laws and requirements promulgated by any governmental authority, including, without limitation, the requirements of the Civil Rights Act of 1964, 42 United States Code, Section 1983, Executive Orders 11246, 11375 and 11478, The Age Discrimination in Employment Act, the Americans with Disabilities Act, and any other applicable statute or ordinances. Subcontractor shall exercise full responsibility for compliance with all applicable laws by Subcontractor, its agents, employees, suppliers, and

Subcontractor's Initials _____ Contractor's Initials _____

subcontractors with respect to its portion of the Work on this Community. Subcontractor, on its behalf and on behalf of its employees and agents, shall receive and respond to, defend and be responsible for any citation, order, claim, charge, criminal or civil actions arising by failure of Subcontractor or its agents, employees, suppliers and subcontractors to so comply, regardless of whether such non-compliance results from active or passive acts or omissions or whether such non-compliance is the sole or a contributory cause of any of those matters against which Subcontractor is obligated hereunder to indemnify an hold Contractor harmless.

3.1 IMMIGRATION. Subcontractor specifically warrants and agrees it does not and shall not knowingly hire or continue to employ aliens not authorized to work in the United States, it has and shall continue to verify the employment documentation specified in the Immigration Act, and it has and shall properly complete and retain the Immigration and Naturalization Service's Form I-9 for all its employees covered by the Immigration Act.

3.2 PATENT AND COPYRIGHTS. Subcontractor shall assume all liability and responsibility for all royalties, licenses, patent fees, and any other charges made in connection with the use of patented processes upon the work or in connection therewith.

3.3 ENVIRONMENTAL. Subcontractor shall, prior to commencing the Work, identify to Contractor in writing all hazardous or toxic substances to be used in performing the Work or to be brought onto the Community by Subcontractor, and shall provide Material Safety Data Sheets ("MSDS") to Contractor for those substances. Failure to supply such documentation to Contractor shall result in a hold on all payments under this Contract until such documentation is supplied. All work, labor, services or materials necessary to comply with this Section will be furnished by Subcontractor as part of this Contract without any additional compensation. Subcontractor shall immediately identify to Contractor in writing all hazardous or toxic substances discovered during the performance of the Work omitted from any previous notification(s) and promptly provide the MSDS on those substances to Contractor.

3.3.1 Subcontractor shall immediately notify Contractor of any spill, release or discharge of any listed chemical caused by or brought to the attention of Subcontractor or any of Subcontractor's partners, employees, agents, subcontractors, customers, invitees or suppliers, whether such spill, release or discharge is the result of an intentional act, negligence, accident or misfortune. As to any spill, release or discharge of a listed chemical which is caused by Subcontractor or any of Subcontractor's partners, employees, agents, subcontractors, customers, invitees or suppliers, whether caused intentionally, negligently or accidentally, Subcontractor shall immediately take all reasonable and necessary actions to prevent the further spread of any spill, release or discharge of a listed chemical which is brought to the attention of Subcontractor. Subcontractor shall take immediate action to clean up said spill, release or discharge in full compliance with all applicable laws and regulations and any directions from Contractor, at Subcontractor's expense.

3.4 STORM WATER COMPLIANCE: Subcontractor shall comply, and shall ensure compliance by those acting by, through or under Subcontractor, with Lennar's SWPPP, applicable storm water permits (collectively "Permits"), Dust Control Plan, and Lennar's Storm Water Compliance Guidelines to the extent applicable to Subcontractor's work ("Guidelines"). If such Guidelines have been developed at the time of this Agreement. Before beginning the Work at the Project site, Contractor shall review the SWPPP, Permits, and Guidelines, copies of which will be available at the Project site or will be made available upon Subcontractor's request. Subcontractor shall also review all rules (collectively "Local Rules") relating to storm water management of counties and municipalities in which the Project site is located, as applicable, and water management districts in whose jurisdictions the Project site is located, which rules Contractor shall be solely responsible for obtaining. If required, or requested by Lennar, Subcontractor shall sign the SWPPP before beginning the Work. To the extent applicable to the Work, Subcontractor shall fully comply with and implement the SWPPP, including the Best Management Practices ("BMPs") described by the SWPPP, Permits, Local Rules, and applicable Guidelines. Subcontractor shall take care not to damage any BMP's including any storm water, sediment, or erosion controls, by the Work, and, in the event Subcontractor causes such damage, it shall immediately report such damage to Lennar and take appropriate measures to remedy such damage. Without limiting any of its other rights or remedies provided elsewhere in this Agreement (including its right to defense and indemnification by Subcontractor), Lennar may offset from any payments due Subcontractor, or otherwise recoverable from Subcontractor; (i) the costs to repair or replace any BMPs damaged by Subcontractor; and (ii) the costs of all fines, fees, expenses and other penalties sought against or incurred by Lennar due to, in whole or in part, (a) Subcontractor's violation of the obligations therein, (b) Subcontractor's violation of the SWPPP, including violations arising from damage to BMPs caused by Subcontractor, or (c) Subcontractor's interference with the implementation of the SWPPP by Lennar or by an other party responsible for implementing the SWPPP. Failure to ratify the obligations in this Section shall be deemed a material default of the Agreement, and Lennar may, without prejudice to any other right or remedy, (i) withhold any payments to Subcontractor under this Agreement or otherwise until Subcontractor has remedied its failure, and/or (ii) terminate this Agreement, withhold any payments otherwise due Subcontractor under this Agreement, or otherwise, and retain a separate Subcontractor to complete Subcontractor's obligations at Subcontractor's expense.

3.5 SAFETY. Subcontractor shall take all reasonable safety precautions with regard to the Work, shall comply with all safety precautions, and with all safety laws, regulations, rules or ordinances of any public authority responsible for the safety of persons or property. Subcontractor shall report all injuries to its employees at the jobsite to Contractor at Contractor's office address listed above within eight (8) hours of the injury. Subcontractor acknowledges its failure to adhere to Contractor's safety policies and job rules after written notice may result in Subcontractors removal from the job site, and termination of this Contract. Subcontractor agrees to cooperate with all health and safety programs, and rules promulgated by Contractor, in furtherance of Subcontractor duties under the Occupational Health and Safety Act. Subcontractor further agrees that, if in the opinion of Contractor, the health and safety of any person or persons is endangered, or the effective operation of the systems put in place to ensure the health and safety of any worker on the jobsite is not being implemented Contractor may take such action as it deems necessary and appropriate under the circumstances present, including, without limitation, the following:

- Contractor may require Subcontractor to remedy the condition immediately at its own expense;
- Contractor may shut the site down in whole or in part until the condition is remedied;
- Contractor may remedy the condition at its own expense and backcharge the Subcontractor for the remedial cost of such work, together with an appropriate charge for Contractors overhead, to be determined by Contractor in its sole discretion; and/or

• Contractor may terminate the Contract without further liability to Subcontractor, and may hold subcontractor fully liable for any losses incurred by Contractor as a Result of such termination.
• Contractor shall be entitled to recover fines assessed by any governmental body due to Subcontractor's violation of any terms of this Agreement.

3.6 No Gifts, Etc. Neither Subcontractor nor any partner, director, employee, or agent of Subcontractor shall, without specific written authorization of Contractor, give or receive from any commission, fee, rebate, gift or loan of significant cost or value to any person or entity in connection with or as a result of Subcontractor's Work provided hereunder (excluding Gifts from Contractor pursuant to Section 22), including, without limitation, to any officer or employee of any government, department, agency or instrumentality, to influence any decision, or to gain any other advantage for Contractor or Subcontractor. Subcontractor shall not (a) enter into any business arrangement with any partner or employee of Contractor, or any affiliate of same other than one acting in a capacity as a representative of Contractor or such affiliate in accordance with this Agreement and with the prior written approval of Contractor or (b) engage in any employment or enter into any contract or agreement that conflicts with Subcontractor's obligations under this Agreement. In the event of a violation of this Section 3.6, Subcontractor shall pay to Contractor any and all amounts received by Subcontractor or any other individual or entity described above, however, such payment shall not limit, or operate as a waiver of, any other legal or equitable rights which Contractor may have against Subcontractor at law, in equity, or under this Agreement. Due to the nature of this transaction and the potential exposure to various forms of fines, penalties, sanctions and other damages to Contractor's business and reputation, all of which are, at the date of executing this Agreement, impractical and extremely difficult to ascertain in advance, Contractor and Subcontractor agree that if Contractor terminates this Agreement due to the breach of this Section 3.6, then, as the a monetary remedy for such breach and at Contractor's election and, as liquidated damages and not as a penalty, Subcontractor agrees that Subcontractor shall not be paid any amounts billed but unpaid for Subcontractor's compensation for Work completed prior to the Termination Date. This provision shall not be construed as a waiver of Contractor's right to obtain temporary or permanent injunctive relief for any breach or threatened breach by Subcontractor of this Section 3. In addition to the remedies available under Section 3.6, and at Contractor's election, Contractor shall also be entitled to all available remedies in law or in equity for breach of this Section 3, including, but not limited to rescission, actual and/or consequential damages.

4. **JOB RULES:** Subcontractor hereby acknowledges it has read, and will comply with Contractor's Code of Safe Practices and has been informed of and will comply with Contractor's policies concerning safety, reasonable restrictions on use and access to the construction site by unauthorized personnel and the rules and policies concerning Contractor's prohibition of solicitation or distribution on the Community, which are as follows:

4.1 Contractor has posted "No Trespassing" signs in conspicuous and appropriate places through the construction site. The structures being built are located on private property. Because Contractor may be held accountable for any injuries to persons or property occurring on the jobsite, access to the construction Community by unauthorized persons, i.e., members of the general public or off-duty employees or family members of Subcontractor's employees, is strictly prohibited. Subcontractor acknowledges the posting of Contractor's "no trespass", "no solicitation" and "no distribution" signs, and acknowledges that the construction is occurring on private property under exclusive control and care of Contractor. Moreover, Subcontractor agrees to abide by these reasonable rules and procedures and contractual language to the contrary contained in agreements between Subcontractor and any labor organization. Subcontractors who may be working on the Community have no authority, contractual or otherwise, to permit access to the construction site to any unauthorized persons, including solicitors, sales persons, off-duty employees, or officials of any labor organization. In the event unauthorized persons do enter the construction site in contravention of this statement of policies and procedures, Contractor shall regard such entry as an unlawful trespass.

4.2 Hard-hats are required for all employees of Subcontractor.

4.3 The consumption of alcohol or (illegal) substances on the jobsite WILL NOT BE TOLERATED, AND IS CAUSE FOR IMMEDIATE TERMINATION OF THIS CONTRACT. No alcoholic beverages or illegal substances are allowed on job site at any time. Anyone found under the influence of alcohol or a controlled substance shall be removed from the job site at once. Continued abuse of this requirement by Subcontractor or its employees shall be considered grounds for termination of the Contract.

4.4 No animals shall be allowed on the job site. Subcontractor is asked to inform employees of this rule before work commences so as to eliminate any hardship on pets in the event they must be removed from the job site.

4.5 All traffic laws, ordinances, rules and regulations shall be observed by subcontractors and their employees on the job site, and within the Community. The speed limit within the Community is 5 MPH. Subcontractor and its employees shall not speed or otherwise operate their automobiles in a dangerous or offensive manner within the Community.

4.6 Subcontractor agrees there shall be no parking of construction vehicles on finished lots, finished driveways, or in garages.

4.7 Contractor will provide portable toilet facilities for the use of Subcontractors employees. Use of bathroom facilities in model or production homes is prohibited.

4.8 No eating, drinking or smoking is permitted in any home at any time.

4.9 Subcontractor's personnel shall not set tools, machinery, materials, or trash on any countertops, bathtubs, vinyl or ceramic areas.

4.10 Subcontractor is prohibited from performing any additional work for any of Contractor's homebuyers or prospective homebuyers at any time without express prior written approval from an officer of Contractor at the office address listed above. Non-approved work will be removed at Subcontractor's expense, and continued violation of this rule will result in the termination of this Contract.

4.11 Neither Subcontractor nor any partner, director, employee, or agent of Subcontractor shall, without specific written authorization of Contractor, give or receive any commission, fee, rebate, gift or loan of significant cost or value to any person or entity in connection with or as a result of Subcontractor's Work provided hereunder, including without limitation to any officer or employee of any governmental department, agency or instrumentality, to influence any decision, or to gain any other advantage for Contractor or

Subcontractor. Subcontractor shall not enter into any business arrangement with any partner or employee of Contractor, or any affiliate of the same other than as a representative of Contractor or such affiliate in accordance with this Contract and with the prior written approval of Contractor or without limitation to engage in any employment or enter into any contract or agreement that conflicts with Subcontractor's obligations under this Contract.

5. EQUIPMENT: Should Subcontractor or its employees use Contractor's or any other subcontractor's equipment, scaffolding or other facilities, it is understood and agreed such use shall be at Subcontractor's sole risk, and by the use thereof, Subcontractor hereby waives all claims and liability against Contractor, assumes the full risk of the operation thereof, and assumes full responsibility for any and all loss, cost, expense, damage, or injury; including reasonable attorneys' fees, arising therefrom. Security may, at Contractor's discretion, be utilized at various times during the course of construction. This, however, will not constitute acceptance of or responsibility for the security and safekeeping of Subcontractor's equipment or materials by Contractor. Subcontractor shall protect materials supplied to it from any source and the work to be performed by it pursuant to this Contract, and shall at all times be responsible for the good condition thereof until final completion of all work to be performed by Contractor and its subcontractors. In no event shall Contractor become responsible for loss or damage to the Work or materials belonging to, supplied by or under the control of Subcontractor.

6. CLEAN UP: Subcontractor agrees to clean up and remove all its debris, rubbish, hazardous or toxic discharges and surplus materials as the Work progresses and to keep its own Work protected from damages by the elements and from damage likely to be occasioned in the performance of the Work. Subcontractor agrees to place all trash in bins on a daily basis. Subcontractor agrees to protect all other parts of the Community from damage likely to be caused by Subcontractor's Work. Should any such damage occur, Subcontractor agrees to immediately repair the same. Any default of Subcontractor in any such cleaning or protection from damage, may be remedied by Contractor, and the cost thereof deducted (at a rate of $50.00 per hour for Contractor's labor) from the Contract Price.

6.1 HURRICANES AND TROPICAL STORMS: Subcontractor agrees to provide any means necessary to remove or secure Subcontractor's tools, equipment and materials at the Project site in the event of an impending storm. Subcontractor acknowledges that it is Subcontractor's responsibility to provide sufficient manpower/equipment, upon request by Lennar, to insure maximum safety in the event of a storm occurrence. If Subcontractor is unable to perform this service as required by Lennar, Lennar reserves the right to take whatever action is deemed required and backcharge all associated costs to Subcontractor. Subcontractor also agrees to hold Lennar harmless for any damage to tools, equipment, and/or materials left at the Project site in the event of a storm occurrence. Subcontractor may be held liable by Lennar or others for damages incurred by Subcontractor's materials, debris or equipment not being removed from or properly secured at the Project site.

7. INSURANCE: Subcontractor agrees to procure and maintain at its own expense the insurances set forth in Exhibit "C" hereto, which requirements are incorporated by this reference as though set forth in full herein.

8. WARRANTY: Neither the final payment nor any provision in the Contract documents shall relieve Subcontractor of responsibility for faulty materials or workmanship. In addition to the specific guarantees required by the Scope of Work and the Specifications for the Work, Subcontractor guarantees all the work to be performed and all the materials to be furnished under this Contract against defects in material or workmanship, at its own expense and without cost to Contractor, for a period beginning at the date Contractor conveys title of the subject of the work to a purchaser, and continuing from such date until the last of the following to occur: (1) one year, (2) the duration of any limited written warranty given by Contractor to such purchaser, or (3) the duration of any applicable common law, state or federal statutory warranties. It is the policy of Contractor to provide each homebuyer with an Orientation tour of his or her prior to close of escrow, and all items noted during such Orientation as needing correction should be corrected before the homebuyer closes escrow. Accordingly, Subcontractor shall complete all Orientation correction items promptly upon receipt of notice from Contractor and in any event within forty-eight (48) hours of receipt of such notice. With regard to non-Orientation warranty items, Subcontractor shall complete the corrective work within five (5) working days from receipt of the original notice. In the event of an emergency, Subcontractor agrees to respond and repair or replace any defective work or materials within twenty-four (24) hours from receipt of such notice. In addition, a seven (7) day-a-week and a twenty-four (24) hour on-call emergency service must be provided by subcontractors providing roofing, plumbing, electrical and HVAC.

8.1 APPOINTMENTS. Subcontractor shall be required to give the homeowner notification that the homeowner's warranty service call will be within a four (4) hour period in either the morning or the afternoon. Should Subcontractor agree to make warranty repairs to a specific home, and fail to keep its appointment with the homeowner, without giving at least 24 hours' notice of cancellation to the homeowner, or does not keep such appointment within the set four (4) hour period, Subcontractor acknowledges that its actions will cause damage to the reputation of Contractor, and may damage the relationship of Contractor with its homeowners. Such damages would be extremely difficult and impractical to precisely compute. The parties therefore agree that as liquidated damages, and not as a penalty, Subcontractor will pay Contractor the sum of $250.00 for every appointment it misses or is over four (4) hours late in keeping for warranty service calls. Subcontractor further agrees that the amount of such liquidated damages may be backcharged against any then open contract between Contractor and Subcontractor.

8.2 FAILURE TO PERFORM WARRANTY SERVICE. In the event Subcontractor fails to repair or replace any work or materials after receiving reasonable notice of Contractor's request to repair or replace the same, Contractor may, at its sole option and discretion, elect to repair or replace such work or materials, and hold Subcontractor liable for such repair or replacement (including any administrative costs incurred by Contractor), and may backcharge or withhold the cost of such repair or replacement from any amounts then payable by Contractor to Subcontractor. Nothing in the foregoing provision shall, in any manner, diminish or defeat any legal right Contractor may have to proceed against Subcontractor, including, but not limited to the right to recover for latent defects.

8.3 CONDOMINIUM WARRANTY (IF APPLICABLE): In addition to all other warranties provided by Subcontractor, for condominium projects, Subcontractor warrants that all labor, materials and/or services furnished for the Work will be free of defects for such additional periods of time as Subcontractor or Lennar may be required to warrant the Work under Florida's Condominium Act.

9. CHANGES TO THE CONTRACT: Contractor shall have the right at any time, by a written change notice signed by Contractor, to make changes in any one or more of the following parts of this Contract: (a) the Plans and Specifications; (b) the Scope of Work; or (c) the time for performance of all or any portion of the Work. If any such change notice causes an increase or decrease in the cost of or the time required for the performance of any part of the Work, equitable adjustment will be made in the Contract Price or the time for performance or both, and any modification to the Contract shall be in writing and signed by the parties hereto. Any claim by Subcontractor for adjustment under this paragraph must be submitted to Contractor in writing within ten (10) days from the date of receipt by Subcontractor of notification of change. Nothing contained herein shall excuse Subcontractor from proceeding with the Work as changed even though a mutually agreed price or time for performance change has not been reached. No extra allowances will be made to cover any costs in excess of the Contract Price unless initiated by Contractor's Superintendent using the "Extra and Back-Charge Request Form". This form will describe the "Extra" being requested and will be signed by the authorized representative of Contractor. Upon delivery of "Extra", Subcontractor will receive the signed copy of the Request. Contractor will initiate payment, provided the request was not part of the Contract, by issuing a Purchase Order or Change Order. If Subcontractor is receiving a Back-Charge, it will be initiated by Contractor's Superintendent using the "Extra and Back-Charge Request Form". This Back-Charge will indicate the work completed along with any backup documentation which may apply. All extra work will require submittal of daily "extra work order" time cards to be stamped by Contractor's Superintendent on a daily basis, submitted at the time of invoice, and be separate from Contract Work; referencing Purchase Order and/or Change Order. Any deviation by Subcontractor of above procedure may result in delay or forfeiture of payment. Contractor may at any time, in its sole discretion, change the number of any particular elevation without incurring additional costs for said changes, save and except the actual cost of the elevation.

10. PAYMENT: Contractor agrees to pay Subcontractor for the full and faithful performance of the Work the sum of _____ (____) based on the schedule set forth in Exhibit "B" (the "Detail Payment Schedule") attached hereto and incorporated herein by this reference. The plan elevation base pricing is as follows: _____ Contractor will make payments to Subcontractor in accordance with the following procedure:

10.1 Completed work will be processed for payment automatically through BuildPro. Subcontractor shall present Contractor with (a) lien releases from Subcontractor on appropriate Contractor's forms and (b) lien releases from Subcontractor's suppliers on appropriate Contractor's forms, in each case, for all work performed as of the date of payment.

10.2 Contractor will pay _____ (____) days after being submitted to BuildPro.

10.3 Contractor shall retain _____ percent of the total Contract Price pursuant to Exhibit "B".

10.4 If applicable, the retained percentage shall be paid within thirty-five (35) days after completion and acceptance of the Work by Contractor, the City or County having jurisdiction over the Work, the Federal Housing Administration or Veterans Administration, if applicable, and other inspectors having the duty and obligation to inspect the construction of the Community and Subcontractor's full and faithful performance of all other provisions of this Contract, including, but not limited to, Articles Six and Eight.

10.5 Invoiced payments will be made only if Subcontractor's progress and workmanship are acceptable to Contractor, which acceptance shall not be unreasonably withheld, and Subcontractor, before receiving any payment, shall furnish Contractor releases stating all labor, materials and other items used by Subcontractor in the performance of the Work have been paid in full or will be paid in full upon receipt of the payment then being requested. If requested to do so by Contractor, Subcontractor shall execute any other documentation reasonably necessary to assure the lien-free status of the property with respect to the performance of the Work.

10.6 The parties hereto agree that all funds paid Subcontractor shall first be used by Subcontractor to discharge obligations incurred by Subcontractor in performance of the Work and the funds shall not be used for any other purpose. The obligations referred to herein shall be those which, if not satisfied, would or could eventually be an obligation of Contractor or which would or could result in subjecting the Community to a mechanic's lien or other encumbrance on the real property upon which the Community is being constructed.

10.7 If at any time during the progress of the Work there should be evidence of any lien, stop notice or claim for material or equipment furnished or work performed pursuant hereto for which Contractor or its property may become liable, Contractor shall have the right to retain money due Subcontractor hereunder or under any other contract with Subcontractor in an amount sufficient to make Contractor whole against any such lien or claim and to pay such monies as Contractor reasonably believes to be due to such claimants, either by joint check with Subcontractor or by payment directly to such claimant(s).

10.8 Any authorized extra labor shall be paid at the rate of $_____ per hour. All billing requests for extras will be paid only if the complete billing packages are submitted within sixty (60) days after the completion of the extra work for which payment is being requested. All other requests for payment pursuant to this Contract will be paid only if the complete billing package for such work is submitted within ninety (90) days after the completion of the work for which payment is being requested. Payment requests not complying with the invoice-submission periods set forth above will not be paid.

10.9 Subcontractor shall have no right to receive any further payment if the default by it of any term of this Contract until such time as the Work performed by Subcontractor is completed and accepted by Contractor, the default is cured and Contractor's damages have been indemnified by Subcontractor.

11. ASSIGNMENT OF THE CONTRACT BY SUBCONTRACTOR: Subcontractor shall not assign this Contract or any part thereof, or assign any monies due or to become due hereunder without first obtaining the prior written consent of Contractor.

12. SUBCONTRACTOR'S FAILURE TO PERFORM: In addition to Contractor's other remedies set forth elsewhere in this Contract for Subcontractor's failure to perform its obligations under this Contract, upon the occurrence of any one or more of the following events and the continuation thereof for a period of twenty-four (24) hours following written or oral notice thereof by Contractor to Subcontractor:

12.1.1 Subcontractor fails to complete the whole or any portion of the Work in a timely manner, or in the opinion of Contractor, Subcontractor is not making sufficient progress with the Work, either due to lack of material, personnel or otherwise;

12.1.2 Subcontractor or any subcontractor or supplier of Subcontractor become delinquent in contributions or payments required to be made to any Welfare, Pension, Vacation, Apprenticeship or other employee benefit program or Trust;

12.1.3 Contractor or any other subcontractor shall be unable to proceed with the Community because of any action by one or more employees of Subcontractor or any subcontractor or by any person or labor organization purporting or attempting to represent any employee of Subcontractor or any subcontractor, or the presence of Subcontractor or its subcontractors on the Community causes any labor relations problems, including but not limited to picketing, strikes, slowdowns or interference with the operations of Contractor;

12.1.4 Subcontractor fails to remedy any defect of material or workmanship furnished by it when and as required by Contractor;

12.1.5 Subcontractor is unable to pay debts as they mature or makes any assignment for the benefit of creditors or in the event any petition is filed by or against Subcontractor under the Bankruptcy Act;

12.1.6 Subcontractor fails to comply with Contractor's Codes of Safe Practices or Job Rules;

12.1.7 Subcontractor substitutes materials without Contractor's written consent;

12.1.8 Subcontractor assigns its obligations, or any part thereof, to another subcontractor or supplier without Contractor's prior written consent; or

12.1.9 Subcontractor violates any other provision of this Contract;

12.1.10 Subcontractor does not make prompt and proper payments for labor, services, work, materials or equipment furnished by third parties to it.

12.1.11 Another contractor is damaged by an act for which Subcontractor is responsible.

12.1.12 Subcontractor or any third party furnishing labor, services, work, materials, equipment, tools or other items for the Work files any claim or lien against the property where the Work has been performed and such claim or lien has not been discharged or resolved within twenty-four (24) hours after notice thereof to Subcontractor, and Subcontractor has not posted a discharge bond within this twenty-four (24) hour period.

12.1.13 Subcontractor fails to perform warranty service under this Agreement or any other prior or contemporaneous subcontractor agreement with Contractor.

12.1.14 Contractor is fined by any governmental agency on account of or arising out of Subcontractor's (or its subcontractors or agents') violation of any law, ordinance, regulation, administrative ruling and/or court order. Contractor may, without further notice to Subcontractor, terminate this Contract in whole or in part and, either through its own employees or through any subcontractor of its choice, complete the portion of the Work terminated or remedy such defect of material or workmanship and upon such termination Subcontractor shall be liable to Contractor for any and all loss, damage or expense, directly or indirectly suffered by Contractor from such failure by Subcontractor, including, but not limited to, any liquidated damages imposed upon the Contractor and reasonable attorneys' fees incurred or paid by Contractor. The costs incurred by Contractor as a result of the above actions may be deducted from this Contract, or any other contract then extant with Subcontractor. Should the amount or balance due on this Contract be insufficient, Contractor may collect the deficiency by legal process in the event Contractor must use its own labor to complete all or any portion of the Work of this Contract, including but not limited to warranty service work, Contractor's labor shall be charged at the rate of fifty ($50) dollars per hour. If Contractor, through its own employees or through any such subcontractor of its choice, completes the Work pursuant to the provisions of this paragraph, it may use or permit any such subcontractor to use all material and equipment of Subcontractor on the site on the date of giving such notice.

12.2 In the event of Subcontractor's failure to make satisfactory progress with the Work, Contractor may also, without terminating the Contract, furnish or cause to be furnished the necessary materials or employ or cause to be employed the necessary workmen to remedy the situation at the expense of Subcontractor and all material and equipment of Subcontractor on the site, may at the option of Contractor, be used by Contractor or its additional subcontractors. The costs incurred by Contractor as a result of the above actions shall be charged against Subcontractor and Contractor may deduct same from this Contract, or any other contract then extant with Subcontractor. Should the amount or balance due on this Contract be insufficient, Contractor may collect the deficiency by legal process.

12.3 Contractor may also, upon the happening of any of the events listed in paragraphs 12.1.1-12.1.9 above, without terminating the Contract, remove Subcontractor from the Community until such time as Subcontractor remedies such deficiency. In the event Subcontractor's employees are removed for failure to comply with the noted deficiency, Subcontractor acknowledges Contractor will suffer damages from the delay in the construction schedule. Such damages would be extremely difficult and impractical to precisely compute. The parties therefore agree that, as liquidated damages, and not as a penalty, Subcontractor will pay Contractor the sum of $100.00 per home per day for each day Subcontractor is absent from the jobsite by reason of being removed, and such sum may be backcharged against any contract then open between the parties.

13. DEFENSE AND INDEMNITY: Subcontractor shall defend Contractor and its officers, directors, agents and employees against any claim of any kind or nature made against Contractor and its officers, directors, agents and employees by anyone (other than Subcontractor) as a direct or indirect result of the Work. The monetary limitation on the extent of the limitation that bears a reasonable commercial relationship to the Contract, as defined by Section 725.06, Florida Statutes, is the Contract Price unless the Contract Price is less than one million dollars, then the monetary limitation is one million dollars. This provision is incorporated by reference into the project specifications or bid documents, if any. In addition, to the fullest extent permitted by law, Subcontractor shall indemnify Contractor and its officers, directors, agents and employees for and hold Contractor and its officers, directors, agents and employees harmless from any damage, injury, loss, liability or expense (including, but not limited to, attorney and expert fees)

incurred by Contractor as a direct or indirect result of the Work. However, Subcontractor shall not be obligated to defend Contractor against any claim or indemnify Contractor for or hold Contractor harmless from any damage, injury, loss, liability or expense incurred by Contractor resulting solely from the negligence or willful misconduct of Contractor or others and not in any way resulting from any act or omission of Subcontractor. Payment to Subcontractor by Contractor of any sums purportedly due under the Contract shall not be a condition precedent to Contractor's right to enforce Subcontractor's obligations hereunder to defend, indemnify and/or hold harmless Contractor. Subcontractor's obligations to defend, indemnify and hold harmless Contractor shall survive the expiration and termination of the Contract and shall continue until such time as all actions against Contractor arising directly or indirectly out of the Work are barred by applicable statutes of limitations. Subcontractor's obligation hereunder to defend Contractor is entirely separate from and independent of Subcontractor's obligation hereunder to indemnify and hold harmless Contractor and applies whether Subcontractor's liability has been determined and whether Contractor has incurred any damage, injury, loss, liability or expense as a direct or indirect result of the Work. Subcontractor agrees that during any stage of any claim, mediation, arbitration or lawsuit relating directly or indirectly to the Work, Contractor shall be entitled to summary adjudication of Subcontractor's obligation hereunder to defend Contractor. Subcontractor further agrees that Subcontractor shall reimburse Contractor for Contractor's reasonable attorney fees and other litigation expenses incurred in enforcing Subcontractor's obligations hereunder to defend, indemnify and/or hold harmless Contractor. In any and all claims against Contractor hereunder by any employee of Subcontractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Subcontractor or any subcontractor under workers' or workmen's compensation acts, disability acts or other employee benefit acts. In addition, in no event shall Subcontractor's obligations hereunder be limited to the extent of any insurance available to or provided by Subcontractor.

13.1 INDEMNITY LIMITATION AND CONSIDERATION: To the extent a limitation is required by section 725.06, Florida Statutes, the parties agree that the monetary limitation for all indemnity provisions contained in the Agreement is the greater of $1,000,000.00 or the total contract sum. Any indemnity provision contained in the Agreement which may be limited by section 725.06, Florida Statutes is intended to fully comply with section 725.06, Florida Statutes. The parties expressly agree that the limitation contained herein, if applicable, bears a reasonable commercial relationship to the Agreement.

14. WAIVER OF TRIAL BY JURY/ARBITRATION: TO THE FULL EXTENT ALLOWED BY APPLICABLE LAW, THE SUBCONTRACTOR AND THE CONTRACTOR HEREBY EXPRESSLY COVENANT AND AGREE TO WAIVE THE RIGHT TO TRIAL BY JURY IN CONNECTION WITH ANY LITIGATION OR JUDICIAL PROCEEDING RELATING TO OR CONCERNING, DIRECTLY OR INDIRECTLY, THIS AGREEMENT OR THE CONDUCT, OMISSION, ACTION, OBLIGATION, DUTY, RIGHT, BENEFIT, PRIVILEGE OR LIABILITY OF A PARTY. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN AND IS KNOWINGLY, INTENTIONALLY AND VOLUNTARILY MADE BY THE SUBCONTRACTOR AND THE CONTRACTOR, AND BOTH ACKNOWLEDGE THAT SEPARATE AND GOOD AND VALUABLE CONSIDERATION HAS BEEN PROVIDED BY EACH FOR THIS WAIVER. THE SUBCONTRACTOR AND THE CONTRACTOR HAVE HAD AN OPPORTUNITY TO SEEK LEGAL COUNSEL CONCERING THIS WAIVER. THIS WAIVER IS INTENDED TO AND DOES ENCOMPASS EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A JURY TRIAL WOULD OTHERWISE ACCRUE. THE SUBCONTRACTOR AND THE CONTRACTOR FURTHER CERTIFY AND REPRESENT TO EACH OTHER THAT NO PARTY, REPRESENTATIVE OR AGENT OF THE SUBCONTRACTOR OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THEIR RESPECTIVE COUNSEL) HAS REPRESENTED, EXPRESSLY OR OTHERWISE TO THE SUBCONTRACTOR OR THE CONTRACTOR OR TO ANY AGENT OR REPRESENTATIVE OF THE SUBCONTRACTOR OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THEIR RESPECTIVE COUNSEL) THAT THEY WILL NOT SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL. THIS WAIVER SHALL APPLY TO THIS AGREEMENT AND ANY FUTURE AMENDMENTS, SUPPLEMENTS OR MODIFICATIONS OF THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, IN THE EVENT A CLAIM OR CONTROVERSY ARISES BETWEEN CONTRACTOR AND ANY THIRD PARTY REGARDING MATERIALS SUPPLIED AND/OR WORK PERFORMED BY OR THROUGH SUBCONTRACTOR, AND SUCH CLAIM OR CONTROVERSY IS SUBJECT TO BINDING ARBITRATION BETWEEN CONTRACTOR AND THE THIRD PARTY, SUBCONTRACTOR AGREES TO PARTICIPATE AS A PARTY IN ANY MEDIATION OR ARBITRATION, AND TO BE BOUND BY ANY ARBITRATION PROCEEDINGS OR ARBITRATION RULING IN SUCH ARBITRATION.

15. CONSTRUCTION LOANS: This Contract may be subject to, and when subject to, shall be contingent upon Contractor obtaining a construction loan for the Community satisfactory to Contractor. If such construction loan is not, for any reason, obtained and recorded for this Community from time to time as required, Contractor may terminate this Contract, and, at Contractor's option, may designate which portions of the Work covered by this Contract shall be performed by Subcontractor.

16. NOTICES: Except as noted above, any notice given under this Contract shall be given in writing and delivered either personally to the Superintendent at the Community for service on Contractor or to the representative of Subcontractor in charge of the work at the Community for service on the Subcontractor, or sent by United States mail or Federal Express or comparable overnight delivery service, postage prepaid, addressed to the party to be charged at the address as the same appears herein or at such other address as either party may give by written notice to the other. Notices shall be deemed received when delivered personally or twenty-four (24) hours of delivery by such overnight service as aforesaid or within 3 days following deposit in the United States mail. As used herein, the term "days" shall mean and refer to consecutive calendar days.

17. ENTIRE AGREEMENT: This Contract, together with any related documents expressly referred to herein, constitutes the entire agreement and understanding between the parties, and supersedes any and all other prior agreements or understandings, whether written or oral, regarding the Work or the Community.

18. INDEPENDENT CONTRACTOR STATUS: At all times in the performance of this Contract, Subcontractor is acting as an independent contractor solely responsible for the employment, acts, errors, omissions, control and direction of its employees, agents and independent contractors. Nothing contained in this Contract shall authorize or empower Subcontractor to assume or create any responsibility whatsoever, express or implied, on behalf of or in the name of Contractor, or to bind Contractor in any manner, or make representation, warranty, or commitment on behalf of Contractor. This Contract does not create a partnership or joint venture between Contractor and Subcontractor.

19. SUBCONTRACTOR LICENSING: SUBCONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD.

20. SEVERABILITY: If any provision of this Contract is determined to be invalid, illegal or unenforceable, the remaining provisions of this Contract shall remain in full force and effect provided that the economic and legal substance of the transactions contemplated is not affected in any manner materially adverse to any party. In the event of any such determination, the parties agree to negotiate in good faith to modify this Contract to fulfill as closely as possible the original intent and purposes hereof. To the extent permitted by law, the parties hereby to the same extent waive any provisions of law that renders any provision hereof prohibited or unenforceable in any respect.

21. TO THE EXTENT NOT PROHIBITED BY LAW, SUBCONTRACTOR HEREBY WAIVES AND RELINQUISHES ANY AND ALL STATUTORY OR CONTRACTUAL RIGHTS THAT IT MAY HAVE TO OBTAIN STOP NOTICES OR LIENS, MECHANICS' OR OTHERWISE, AGAINST THE PROPERTY OR IMPROVEMENTS THAT ARE THE WORK AND AGREES NOT TO FILE ANY SUCH NOTICE OR LIEN AGAINST SUCH PROPERTY OR IMPROVEMENTS FOR ANY LABOR, SERVICE, WORK MATERIALS, EQUIPMENT, TOOLS OR OTHER ITEMS FURNISHED TO OR FOR CONTRACTOR. TO THE EXTENT NOT PROHIBITED BY LAW, SUBCONTRACTOR AGREES TO LOOK SOLELY TO ITS CONTRACTUAL RIGHTS FOR RECOVERY.

22. CUSTOMER APPRECIATION GIFTS OR EVENTS: Because Lennar appreciates the efforts of its subcontractors and their employees, Lennar periodically gives its subcontractors and subcontractors' employees customary and nominal tokens of its appreciation, such as, without limitation, logo and non-logo apparel, rounds of golf, spa days, meals, materials and other "customer appreciation" gifts or outings. Subcontractor acknowledges and agrees that Lennar's giving such tokens of appreciation to Subcontractor or Subcontractor's employees is customary in the industry and does not constitute an attempt to improperly influence Subcontractor or Subcontractor's employees and does not and will not give rise to any claims for civil or criminal misconduct. Lennar fully understands that as a consequence of accepting any tokens of appreciation from Lennar, Subcontractor or Subcontractor's employees will be under no obligation to Lennar other than those contained in this Subcontract Agreement. In order to ensure that Subcontractor is aware of this practice, Subcontractor expressly agrees that Lennar may, *at Lennar's sole discretion, without any obligation on the part of Lennar and without further notice to Subcontractor*, provide similar tokens of appreciation to Subcontractor or Subcontractor's employees without the need to obtain additional written or verbal consent from Subcontractor.

23. IMMIGRATION: Subcontractor specifically warrants and agrees it (i) shall not knowingly hire or continue to employ aliens not authorized to work in the United States, (ii) has and shall continue to verify the employment documentation specified in the Immigration Act, and (iii) has and shall properly complete and retain the Immigration and Naturalization Service's Form I-9 for all its employees covered by the Immigration Act. Accordingly and pursuant to Section 16 of this Agreement, Subcontractor agrees to defend, indemnify and hold Contractor free and harmless from and against any claims or charges asserted or filed against and any judgments, fines, penalties and assessments entered against Contractor arising from or as the result of the employment or engagement of any person inconsistent with the forgoing promises or the laws of the United States. In addition, should Subcontractor fail to comply with this Section, Contractor shall have the right to rescind this Agreement and/or declare Subcontractor in default under this Agreement and as a result Contractor will be entitled to all direct, indirect, consequential, impact, or other costs, expenses, or damages, included but not limited to costs, loss of organization, lost profits, or attorneys' fees arising out of or as a result of Subcontractor's breach of this Section. Furthermore, at builder's sole discretion and as a monetary remedy for such breach, Contractor may, as liquidated damages and not as a penalty, withhold all or any portion of payments owed to Subcontractor for any work completed but unpaid prior to Subcontractor's breach.

24. This Agreement is entered into in the state where the property is located and shall be interpreted and applied in accordance with the laws of the state where the property is located. If the foregoing is acceptable to you, please so indicate by signing and returning the original of this Contract. IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first above written.

Contractor

By: _____

Print Name: Michael S. Ray

Title: Director of Purchasing

Subcontractor

By: OTEY CONSTRUCTION LLC

Print Name: OSWALDO HURTADO

Title: President

Federal I.D.# _____

License # _____

Supplier Base Agreement

Division Office: Lennar Tampa South

Contract Number: _____ Cost Center: _____

THIS SUPPLIER BASE AGREEMENT ("the Agreement"), is made and entered into this ___ day of _____, 2007, by and between Lennar, whose address is *600 N. Westshore Blvd. Suite 500 Tampa, FL 33609*, (herein called "Lennar") and _____, (herein called "Supplier"), whose address is _____, telephone number _____ cell phone # _____, fax # _____, and Federal Tax ID # _____.
Check one that applies: Corporation ___ Partnership ___ Sole Proprietor ___ Other (Explain) _____.

WITNESSETH: That both parties, for consideration herein named, agree as follows:

1. PURCHASE ORDERS: Supplier shall furnish first class materials, supplies and associated labor (the "Work") to Lennar as set forth in each Purchase Order submitted by Lennar (each a "Purchase Order"). The materials and supplies shall be delivered to the property designated in the Purchase Order, or as otherwise directed by Lennar (the "Job site"). Each Purchase Order shall become part of this Agreement. Supplier agrees to immediately notify Lennar's purchasing department of any delay or inability to fulfill the requirements of any Purchase Order or this Agreement, and to confirm in writing such delay or inability within five (5) business days thereafter. The prices and other terms specified on each Purchase Order are binding on and deemed acceptable by Supplier unless written notice to the contrary is received by Lennar within five (5) business days of Supplier's receipt of the subject Purchase Order.

2. PAYMENT/INVOICES: Provided that Supplier has satisfied its obligations in this Agreement and the subject Purchase Order, Lennar shall pay Supplier for its material, supplies and associated labor in accordance with the terms of each Purchase Order, based on the schedule set forth in the Schedule B. It is agreed that Supplier's acceptance of the Purchase Order's prices and provisions will be honored by Supplier until the terms of such Purchase Order are satisfied in full or such Purchase Order is terminated by Lennar.

   2.1 Completed delivery of all goods or materials will be processed for payment automatically through BuildPro.

   2.2 An authorized representative of Lennar must indicate acceptance of the materials and/or supplies by signing Supplier's delivery ticket or completing task/Purchase Order in Build Pro, covering such materials and/or supplies. The delivery ticket or task/Purchase Order in Build Pro shall accurately and completely describe the type and amount of all materials, supplies and associated labor provided by Supplier. The delivery ticket (with the complete signature of such authorized Lennar representative) must accompany any invoice submitted for payment if Build Pro payment method not utilized. In the absence of signed acceptance by Lennar's authorized representative, Lennar shall have no liability to pay Supplier for any materials, supplies or associated labor.

   2.3 Unless otherwise specifically stated in this Agreement or any Purchase Order, all goods or materials are to be (i) shipped F.O.B. Job site, and (ii) properly unloaded and stored at the location designated by Lennar, and (iii) properly protected from the weather. Deliveries to the Project or Job site are the sole risk and responsibility of the Supplier. Supplier shall be responsible for damage or loss to all material and equipment until acceptance of the delivery by a designated representative of Lennar. No materials will be paid for until accepted by Lennar. Title to the Work shall vest in Lennar upon proper delivery and acceptance by Lennar; provided, however, the vesting of such title shall not impose any obligations on Lennar or relieve Supplier of any of its obligations hereunder. To the extent not prohibited by law, Supplier hereby waives any security interest or removeables rights it may have in goods or material to be supplied hereunder and waives its right to the remedies available for a buyer's breach as provided in the Uniform Commercial Code.

[***DIVISIONS: PLEASE CHECK APPROPRIATE BOX WHETHER UTILIZING CONDITIONAL OR UNCONDITIONAL LIEN WAIVERS***]

3. CONDITIONAL/UNCONDITIONAL LIEN WAIVER:

☐ CONDITIONAL LIEN WAIVER: At such time as an invoice is submitted, and as a condition to receiving payment, Supplier shall execute and furnish to Lennar a notarized conditional lien release acknowledging receipt of all payments through the period covered by the current invoice and shall, upon request by Lennar, cause all of its vendors, lower tier subcontractors, suppliers and materialmen supplying materials, supplies or labor by, through or under Supplier ("Sub-suppliers") to execute similar lien waivers acknowledging receipt of all payments due through the period covered by the current invoice, to the extent payment is actually received. Supplier shall also submit unconditional notarized lien releases from itself and all Sub-suppliers for payments previously made by Lennar. The lien waivers required to be delivered to Lennar by Supplier under this Agreement shall be original executed waivers, not photocopies, and shall comply with all applicable laws regarding such lien waivers. Supplier shall also comply with all procedural requirements of laws of the State that govern this Agreement with respect to the enforceability of such lien waivers. Regardless of this section, Supplier agrees to provide Lennar with materials and supplies that are free and clear of any debt or lien against said materials or supplies. Upon receipt of final payment for materials, supplies or associated labor, Supplier shall (from itself and all Sub-suppliers) provide a Final Unconditional Lien Waiver and Release to Lennar for each property to which the materials, supplies and associated labor were provided.

☐ UNCONDITIONAL LIEN WAIVER: At such time as payment is made, and as a condition for such payment, Supplier shall execute and furnish to Lennar a notarized unconditional lien release acknowledging receipt of all payments through the period covered by the current payment date and shall, upon request by Lennar, cause all of its vendors, lower tier subcontractors, suppliers and materialmen supplying materials, supplies or labor by, through or under Supplier ("Sub-suppliers") to execute similar lien waivers acknowledging receipt of all payments due through the period covered by the current payment date. The lien waivers required to be delivered to Lennar by

Supplier Initials _____ 1 Contractor Initials _____

Supplier under this Agreement shall be original executed waivers, not photocopies, and shall comply with all applicable laws regarding such lien waivers. Supplier shall also comply with all procedural requirements of laws of the State that govern this Agreement with respect to the enforceability of such lien waivers. Regardless of this section, Supplier agrees to provide Lennar with materials and supplies that are free and clear of any debt or lien against said materials or supplies. Upon receipt of final payment for materials, supplies and associated labor, Supplier shall (from itself and all Sub-suppliers) provide a Final Unconditional Lien Waiver and Release to Lennar for each property to which the materials, supplies and associated labor were provided.

4. DISCOUNTS: Supplier agrees to accept a one (1%) percent, two (2%) percent, or _____% discount on payment of any accurate and complete Purchase Order through Build Pro made by Lennar within seven (7) days of completion of work in Supply Pro / Build Pro by Lennar. Such discount is in consideration of accelerated payment from Lennar. Any pricing and discounts that Supplier provides to Lennar shall also be provided to Lennar's Trade Partners when the Trade Partners are purchasing, directly or indirectly, Supplier's materials or supplies for the construction or improvement of Lennar projects. The term "Trade Partners" shall mean third party subcontractors hired or utilized by Lennar for the construction or improvement of Lennar projects.

5. ALTERATION OF PURCHASE ORDER: No alteration of the price or other terms of a Purchase Order shall be made except on the written order of Lennar, and only after a revised Purchase Order has been executed by both Lennar and Supplier. Upon any alteration, the value of materials added or omitted shall be computed and determined by Supplier, subject to the prior written approval and acceptance by Lennar, and the amount shall be added to or deducted from the price indicated on the Purchase Order. Supplier shall have no claim for additional materials without first obtaining a separate, fully-executed Purchase Order or "Extra Purchase Order" from Lennar's purchasing department. Lennar will have no liability for materials or supplies provided by Supplier in excess of the amount specified in the Purchase Order. No payment shall be due for those invoices which reflect an incomplete shipment of the Purchase Order submitted by Lennar. Payment shall only be due when a complete shipment has been received by Lennar pursuant to the terms of the applicable Purchase Order.

6. REJECTION OF MATERIALS: Lennar may reject materials or supplies delivered by Supplier for any reason or no reason. If rejected, Supplier shall retrieve the rejected materials from the job site within forty-eight (48) hours of notice from Lennar. Supplier shall then submit to Lennar a credit memo during the same billing period so long as (i) Lennar formally requests the pick up through its central purchasing department, and (b) the materials are in the as-delivered condition and available for pick up at the job site. Should Supplier fail to retrieve the materials within forty-eight (48) hours of notice from Lennar, Supplier shall issue a credit memo to Lennar for the materials or supplies without regard to the current whereabouts of the subject materials or supplies.

7. DEFENSE AND INDEMNITY: TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AND IN CONSIDERATION OF THE SUM OF ONE HUNDRED DOLLARS ($100.00), WHICH SUM IS INCLUDED IN THE PRICE(S) ESTABLISHED UNDER THE PURCHASE ORDER(S), THE ADEQUACY AND RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, SUPPLIER HEREBY AGREES TO UNCONDITIONALLY DEFEND, INDEMNIFY AND HOLD HARMLESS LENNAR, ITS PARENT, AFFILIATES, SUBSIDIARIES, PARTNERS, JOINT VENTURERS, OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS, EMPLOYEES, INSURERS, SURETIES, ANY OWNER OF REAL PROPERTY IMPROVED OR ALLEGED TO HAVE BEEN IMPROVED BY THE SUPPLIER, OR ANY OF THEM (COLLECTIVELY "INDEMNITEES") AGAINST ANY AND ALL CIVIL OR CRIMINAL LIABILITIES, COSTS, EXPENSES, CLAIMS, DEMANDS, CAUSES OF ACTION, LIEN CLAIMS, THREATS OF LIENS, STOP NOTICES, FUND TRAPPING NOTICES, BOND CLAIMS, PENALTIES, FINES, CITATIONS, LOSSES, AND DAMAGES (INCLUDING COURT COSTS, ATTORNEYS' FEES AND PARAPROFESSIONAL FEES, AND COSTS OF INVESTIGATION), OF ANY NATURE, KIND, OR DESCRIPTION, ARISING OUT OF, IN CONNECTION WITH, CAUSED BY, ALLEGED TO HAVE BEEN CAUSED BY, OR RESULTING FROM, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, (1) THE WORK, LABOR, MATERIALS EQUIPMENT OR SERVICES PERFORMED OR SUPPLIED OR ALLEGED TO HAVE BEEN PERFORMED OR SUPPLIED BY SUPPLIER OR ANY OF ITS SUB-SUPPLIERS, (2) ANY ACT OR OMISSION OF SUPPLIER OR ANY OF ITS SUB-SUPPLIERS, OR (3) ANY ACT OR OMISSION OF LENNAR OR LENNAR'S OTHER CONTRACTORS, SUBCONTRACTORS, OR SUPPLIERS, OR ANY OF THEIR EMPLOYEES, AGENTS, INVITEES OR ANY PERSON ACTING BY, THROUGH OR UNDER LENNAR OR LENNAR'S OTHER CONTRACTORS, SUBCONTRACTORS, OR SUPPLIERS (COLLECTIVELY "LIABILITIES"). THE OBLIGATIONS OF SUPPLIER UNDER THIS INDEMNIFICATION SHALL APPLY TO LIABILITIES EVEN IF SUCH LIABILITIES ARISE FROM OR ARE ATTRIBUTED TO THE CONCURRENT NEGLIGENCE OF ANY INDEMNITEE. NOTWITHSTANDING THE FOREGOING, SUPPLIER SHALL NOT BE OBLIGATED UNDER THIS AGREEMENT TO INDEMNIFY THE INDEMNITEES TO THE EXTENT SUCH LIABILITIES RESULT FROM THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE. SUPPLIER SHALL, AT ITS EXPENSE, ASSUME THE DEFENSE OF THE INDEMNITEES, OR ANY OF THEM, AND SHALL CONDUCT SUCH DEFENSE WITH DUE DILIGENCE AND IN GOOD FAITH WITH COUNSEL SATISFACTORY TO LENNAR. SHOULD SUPPLIER BREACH ITS DEFENSE AND INDEMNITY OBLIGATIONS, LENNAR MAY, AND WITHOUT RELIEVING SUPPLIER OF ITS INDEMNITY OBLIGATIONS, ASSUME ANY DEFENSE OBLIGATION AND TRY OR SETTLE SUCH CLAIM, AND SUPPLIER (1) SHALL REIMBURSE LENNAR FOR ALL COSTS AND EXPENSES INCURRED OR PAID BY ANY INDEMNITEE IN THE DEFENSE, SETTLEMENT, TRIAL OR ARBITRATION, AND (2) PAY ANY JUDGMENT OR AWARD OBTAINED AGAINST THE INDEMNITEES OR ANY OF THEM. NEITHER THE INDEMNITY OBLIGATIONS UNDER THIS SECTION, NOR ANY COMMON LAW AND/OR STATUTORY CONTRIBUTION RIGHTS OR OTHER RIGHTS OF LENNAR OR

ANY INDEMNITEE, SHALL BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGE, COMPENSATION, OR BENEFITS PAYABLE BY OR FOR THE SUPPLIER OR LENNAR UNDER INSURANCE POLICIES, WORKERS' COMPENSATION ACTS, DISABILITY BENEFIT ACTS, OR OTHER EMPLOYEE BENEFIT ACTS. THIS PROVISION IS SEPARATE AND DISTINCT FROM, AND IN ADDITION TO, ANY OTHER PROVISION OR SECTION IN THIS AGREEMENT, INCLUDING ANY PROVISION OR SECTION CONCERNING INDEMNIFICATION AND PROCUREMENT OF INSURANCE. IT IS SPECIFICALLY AGREED WITH RESPECT TO ANY LEGAL LIMITATIONS NOW OR HEREAFTER IN EFFECT AND AFFECTING THE VALIDITY OR ENFORCEABILITY OF THE INDEMNIFICATION OBLIGATION UNDER THIS SECTION, THAT SUCH LEGAL LIMITATIONS ARE MADE A PART OF THE INDEMNIFICATION OBLIGATION AND SHALL OPERATE TO AMEND THE INDEMNIFICATION OBLIGATION TO THE MINIMUM EXTENT NECESSARY TO BRING THE PROVISION INTO CONFORMITY WITH THE REQUIREMENTS OF SUCH LIMITATIONS, AND AS SO MODIFIED, THE INDEMNIFICATION OBLIGATION SHALL CONTINUE IN FULL FORCE AND EFFECT, EVEN AFTER COMPLETION OF THE WORK OR TERMINATION OF THIS AGREEMENT. EXCEPT AS EXPRESSLY PROVIDED OTHERWISE, IT IS THE SPECIFIC INTENT OF THIS INDEMNITY THAT THE SUPPLIER IS INDEMNIFYING THE INDEMNITEES FROM ACTS OF NEGLIGENCE OF INDEMNITEES.

In any and all claims against Lennar hereunder by any employee of Supplier or any employee of any Sub-supplier or anyone directly or indirectly employed by Supplier or any Sub-supplier or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Supplier or any Sub-supplier under workers' or workmen's compensation acts, disability acts or other employee benefit acts, and Supplier expressly waives any right it may have to assert such limitation. Supplier expressly waives any right of subrogation that it or its insurers may have against the indemnitees or any of them. In addition, in no event shall Supplier's obligations hereunder be limited to the extent of any insurance available to or provided by Supplier. The indemnity obligations in this Agreement shall not be limited by the insurance required to be provided by Supplier pursuant to this Agreement, nor shall the insurance requirements of this Agreement be limited by the indemnity obligations of this Agreement.

8. INSURANCE: Before commencing to fulfill any Purchase Order hereunder, Supplier shall procure and maintain at its own expense until final delivery of its materials the insurance set forth in Exhibit C hereto, which requirements are incorporated by this reference as though set forth in full herein.

9. TAXES: Supplier will pay and be solely responsible for all labor, salaries, materials, tools, equipment, suppliers, state, federal, local, and all other applicable Social Security and other taxes imposed upon it as an employer in connection with its performance of its obligations under this Agreement. Lennar shall be responsible for state sales taxes. Supplier shall pay all other Local, State and Federal taxes and delivery charges in connection with all Purchase Orders, which will be included in the price payable under the applicable Purchase Order. Supplier further warrants that any increases in taxes, other than state sales taxes, or delivery charges shall be its responsibility for the term of this Agreement.

10. LEGAL COMPLIANCE: Supplier and its Sub-suppliers shall, at all times, comply with all applicable local, state, or federal statutes, ordinances, rules and regulations, and any amendments thereto, as well as those of any other public body having authority concerning the Work, including *without limitation*, the local and state building codes, FHA Minimum Property requirements, VA building code requirements, the Occupational Safety and Health Act of 1970, 29 U.S.C. §§ 651 et seq, the Immigration Reform and Control Act of 1986 ("IRCA"), the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRAIRA"), the Immigration and Nationality Act ("INA"), all applicable equal employment opportunity laws and requirements promulgated by any governmental authority, including, without limitation, the requirements of Title VII of the 1964 Civil Rights Act, 42 United States Code, Section 1981, Executive Orders 11246, 11375 and 11478, the Age Discrimination in Employment Act, the Americans with Disabilities Act, and the Fair Labor Standards Act; all applicable local, state, or federal environmental laws and regulations including, without limitation, the Clean Air Act, 42 USC §§ 7401-7671; the Clean Water Act, 33 USC §§ 1251-1387; the Comprehensive Environmental Response Compensation and Liability Act (CERCLA), 42 USC §§ 9601-9675; the Solid Waste Disposal Act, 42 USC §§ 6901-6992, the Toxic Substances Control Act, 15 USC §§ 2601-2692; and the Endangered Species Act of 1973, 16 USC §§ 1531-1544. Supplier is solely responsible, for itself and others acting by, through or under Supplier, for compliance with the requirements of this paragraph and the other obligations of this Agreement.

10.1 IMMIGRATION: With respect to its obligations herein or in any Purchase Order, Supplier specifically warrants and agrees it (i) shall not knowingly hire or continue to employ aliens not authorized to work in the United States, (ii) has and shall continue to verify the employment documentation specified in the Immigration Act, and (iii) has and shall properly complete and retain the Immigration and Naturalization Service's Form I-9 for all its employees covered by the Immigration Act. Accordingly and pursuant to the indemnity requirements of this Agreement, Supplier agrees to defend, indemnify and hold Lennar free and harmless from and against any claims or charges asserted or filed against and any judgments, fines, penalties and assessments entered against Lennar arising from or as the result of the employment or engagement of any person inconsistent with the foregoing promises or the laws of the United States. In addition, should Supplier fail to comply with this Section, Lennar shall have the right to rescind this Agreement and/or declare Supplier in default under this Agreement and as a result Lennar will be entitled to all direct, indirect, consequential, impact, or other costs, expenses, or damages, including but not limited to costs, loss of organization, lost profits, or attorneys' fees and paraprofessional fees arising out of or as a result of Supplier's breach of this Section. Furthermore, at Lennar's sole discretion and as a monetary remedy for such breach, Lennar may, as liquidated damages and not as a penalty, withhold all or any portion of payments owed to Supplier for any work completed but unpaid prior to Supplier's breach.

10.2 PATENT AND COPYRIGHTS: Supplier shall own or be properly licensed to utilize all patents and copyrights associated with any materials or supplies sold to Lennar or any associated labor provided by Supplier. Supplier shall ensure that Lennar has the right to utilize the materials or supplies provided by Supplier without restriction. Supplier shall assume all liability for all royalties, licenses, patent fees, and any other charges made in connection with the use of patented or copyrighted processes in connection with the materials or supplies provided by Supplier.

10.3 ENVIRONMENTAL: Prior to supplying materials, supplies or associated labor, Supplier shall identify in writing all hazardous or toxic substances contained in the materials or supplies provided to Lennar, and shall provide Material Safety Data Sheets ("MSDS") to Lennar for those substances. Lennar may hold any payments otherwise due Supplier until such documentation is supplied. Supplier shall immediately notify Lennar in writing of all hazardous or toxic substances discovered before or after delivering the materials or supplies or otherwise brought to the job site which were omitted from any previous notification(s), and promptly provide the MSDS on those substances to Lennar. Supplier shall not allow any hazardous or toxic substances on the Job site unless (i) necessarily required for performance of Supplier's obligations, and (ii) Supplier has previously provided Lennar with MSDS sheets for those substances. Supplier shall immediately notify Lennar of any spill, release or discharge of any chemical or hazardous or toxic substance by itself or any other person. As to any spill, release or discharge of any chemical or hazardous or toxic substance which is caused by Supplier or any of its employees, agents, Sub-suppliers, customers, or invitees, Supplier shall, at its sole expense, immediately take all reasonable, necessary and legally required actions to (i) prevent the further spread of any spill, release or discharge, and (ii) take immediate action to properly clean up said spill, release or discharge (including without limitation any soil or water contaminated by such spill, release or discharge) in full compliance with all applicable laws and regulations and any directions from Lennar.

In the event Supplier is performing any labor as part of its obligations under any Purchase Order, Supplier shall inspect the job site, observe the environmental conditions of the job site, and review and comply with Lennar's plans and specifications, including Lennar's Storm Water Pollution Prevention Plan ("SWPPP") and Dust Control Plan. If, during the course of its performance of the Work, Supplier discovers a previously unidentified environmental condition, then Supplier shall immediately notify Lennar and shall not proceed with the delivery of materials or supplies and/or performance of any Work that would disturb such environmental condition without Lennar's approval.

10.4 STORM WATER COMPLIANCE: When on any project or job site of Lennar, whether delivering materials or supplies or providing associated labor, Supplier shall comply, and shall ensure compliance by those acting by, through or under Supplier, with Lennar's SWPPP, applicable storm water permit ("Permit"), Dust Control Plan, and Lennar's Storm Water Compliance Guidelines to the extent applicable to Supplier's Work ("Guidelines"). Before beginning any Work at the job site, Supplier shall review the SWPPP, Permit, and applicable Guidelines, copies of which will be available at the job site or will be made available upon Supplier's request. If required or requested by Lennar, Supplier shall sign the SWPPP before supplying materials, supplies and associated labor. To the extent applicable to its Work, Supplier shall fully comply with and implement the SWPPP, including the Best Management Practices ("BMPs") described by the SWPPP and applicable Guidelines. Supplier shall take care not to damage any BMPs, including any storm water, sediment, or erosion controls, by its Work, and in the event Supplier causes such damage it shall immediately report such damage to Lennar and take appropriate measures to remedy such damage. Without limiting any of its other rights or remedies provided elsewhere in this Agreement (including its right to defense and indemnification by Supplier), Lennar may offset from any payments due Supplier, or otherwise recoverable from Supplier: (i) the costs to repair or replace any BMPs damaged by Supplier; and (ii) the costs of all fines, fees, expenses and other penalties sought against or incurred by Lennar due to, in whole or in part, (a) Supplier's violation of the obligations herein, (b) Supplier's violation of the SWPPP, including violations arising from damage to BMPs caused by Supplier, or (c) Supplier's interference with the implementation of the SWPPP by Lennar or by any other party responsible for implementing the SWPPP. Failure to satisfy the obligations in this paragraph shall be deemed a material default of this Agreement, and Lennar may, without prejudice to any other right or remedy, (i) withhold any payments to Supplier under this Agreement or otherwise until Supplier has remedied its failure, and/or (ii) terminate this Agreement, withhold payments otherwise due Supplier under this Agreement or otherwise, and retain a separate supplier to complete Supplier's obligations at Supplier's expense.

10.5 DUST CONTROL COMPLIANCE: Supplier shall comply, and shall ensure compliance by those acting by, through or under Supplier, with Lennar's Dust Control Plan and applicable Dust Control Permit. Before delivering the materials or supplies or performing associated labor at the job site, Supplier shall review the Dust Control Plan and Dust Control Permit, copies of which will be available at the job site or will be made available upon Supplier's request. To the extent applicable to its Work, Supplier shall fully comply with and implement the Dust Control Plan and best management practices ("dust control BMPs"), including any dust control measures, devices or work practices, described by the Dust Control Plan. Supplier shall take care not to damage any dust control BMPs at the job site by its Work; in the event Supplier causes such damage it shall immediately report the damage to Lennar and take appropriate measures to remedy such damage. Without limiting any of its other rights or remedies provided elsewhere in this Agreement (including its right to defense and indemnification by Supplier), Lennar may offset from any payments due Supplier, or otherwise recoverable from Supplier: (i) the costs to repair or replace any dust control BMPs damaged by Supplier; and (ii) the costs of all fines, fees, expenses and other penalties sought against or incurred by Lennar due to, in whole or in part, (a) Supplier's violation of the obligations herein, (b) Supplier's violation of the Dust Control Plan, including violations arising from damage to dust control BMPs caused by Supplier, or (c) Supplier's interference with the implementation of the Dust Control Plan by Lennar or by any other party responsible for implementing the Dust Control Plan. Failure to satisfy the obligations in this paragraph shall be deemed a material default of this Agreement, and Lennar may, without prejudice to any other right or remedy, (i) withhold any payments to Supplier under this Agreement or any Purchase Order(s) hereunder or otherwise until Supplier has remedied its failure, and/or (ii) terminate this Agreement, withhold payments otherwise due Supplier under this Agreement or otherwise, and retain a separate supplier to complete Supplier's obligations at Supplier's expense.

10.6 SAFETY: Supplier is an independent contractor and shall be solely responsible for ensuring that any labor performed to satisfy its obligations under any Purchase Order is performed in a safe manner. Nothing herein shall be deemed to be an exercise of control by Lennar of Supplier's safety obligations. Supplier shall take all reasonable and necessary safety precautions with regard to the Work under any Purchase Order, shall coordinate its safety precautions with other contractors, subcontractors, and suppliers, shall comply with all safety requirements, laws, regulations, rules or ordinances of any authority (governmental or otherwise) responsible for the safety of persons or property. Supplier shall notify Lennar, both verbally and in writing, of all injuries to Supplier's employees within eight (8) hours of the injury. Failure to adhere to Lennar's safety policies, the safety requirements of this Agreement, or the job rules shall be deemed a material default of Supplier's obligations. Supplier agrees to comply with all health and safety programs, as well as any rules promulgated by, Lennar in furtherance of Supplier duties under the Occupational Safety and Health Act. If in the opinion of Lennar the health and safety of any person or persons is endangered or appropriate safety measures are not being implemented, Lennar may (but is not required to) take such action as it deems necessary and appropriate, including without limitation, the following: (i) stop Supplier's Work under any

Purchase Order or require Supplier to immediately remedy any unsafe condition caused by Supplier at its own expense; (ii) shut the Project or job site down, in whole or in part, until any unsafe condition is remedied; (iii) remedy any unsafe condition caused by Supplier at Supplier's sole expense; (iv) terminate this Agreement and hold Supplier fully liable for any losses incurred by Lennar as a result of the Supplier-caused unsafe condition and such termination; and/or (v) recover against Supplier all fines or penalties assessed by any authority (governmental or otherwise) and caused by or alleged to have been caused by Supplier.

10.7 Supplier acknowledges that it has reviewed all provisions of Lennar's Environmental Management Policy, including Lennar's SWPPP and Dust Control Plan, and that it has reviewed, signed, and returned Lennar's Trade Partner BMP Compliance Measures.

11. JOB RULES: Supplier is solely responsible for complying with and ensuring compliance by its employees and Sub-suppliers, of (i) Lennar's Code of Safe Practices, (ii) other Lennar policies concerning safety, reasonable restrictions on use and access to the job site by unauthorized personnel, and (iii) the other rules and policies concerning Lennar's work and as set forth in Exhibit A, "Scope of Work", to this Agreement. Upon failure to so comply, Lennar may, in addition to the other remedies herein, stop Supplier's delivery of materials or supplies, stop Supplier's performance of associated labor, and/or terminate this Agreement.

12. CLEAN UP: Supplier will clean up and haul away all debris, rubbish, hazardous or toxic discharges and surplus materials ("Construction Debris") that may be occasioned by the materials or supplies delivered or associated labor provided by Supplier. Supplier shall properly dispose of such Construction Debris in an authorized trash bin or at a licensed or certified landfill. In addition, Supplier will leave the job site, subject property and, if applicable, the building premise(s) clean and in good order. These obligations are in addition to Supplier's obligations under any other section of this Agreement. If, after 24 hours notice by Lennar's representative to Supplier's representative, Supplier has not diligently proceeded with the clean-up as outlined in this Section, then Lennar shall have the right to proceed with the clean-up at Supplier's expense.

13. DEFECTIVE MATERIALS: Neither the payment for nor the acceptance by Lennar of the whole or any part of the materials, supplies or associated labor shall operate as acceptance of defective, faulty or nonconforming materials, supplies or associated labor. If Supplier at any time shall fail or refuse to supply materials, supplies or associated labor of the proper quality or quantity, or fail in any respect to prosecute the delivery thereof with promptness and diligence, or fail in the performance of any agreement on its part herein contained, Lennar shall have the option (1) to provide any such materials, supplies or labor and to deduct the cost thereof from monies due or thereafter to become due by Lennar to Supplier, and/or (2) to terminate this Agreement for such materials, supplies or associated labor, or any portion thereof, by giving written notice thereof to Supplier, and to otherwise employ any other person or persons to provide the materials, supplies or associated labor at Supplier's cost. The options herein provided, in the sole discretion of Lennar, shall apply to any or all locations, individually or collectively, on which Supplier is supplying materials, supplies or associated labor. In case of such discontinuance of the employment of Supplier, Supplier shall not be entitled to receive any payment under this Agreement which might otherwise be due it, until all of the agreed upon materials, supplies or associated labor shall be purchased, delivered or performed, at which time, if the unpaid balance of the amount to be paid under this Agreement shall exceed the expenses incurred by Lennar in obtaining the materials, supplies or associated labor, such excess shall be paid by Lennar to Supplier, but if such expenses shall exceed such unpaid balance, Supplier shall pay the difference to Lennar. This remedy shall be in addition to any other remedies provided by the law.

14. WARRANTIES: Supplier expressly warrants to Lennar, its Trade Partners, Lennar's successors, or any subsequent owner of a structure constructed by Lennar (collectively "Warranty Beneficiaries"), that: (i) materials and supplies sold to Lennar, directly or through its Trade Partners, (i) shall be free from defects in workmanship, materials or design, (ii) shall comply with Supplier's published standards and specifications, (iii) are marketable, (iv) can be utilized for the purposes intended by Lennar or its Trade Partners, and (v) otherwise comply with all other applicable codes, promulgated standards, or other requirements or industry standards applicable to the Product(s); (2) associated labor provided by Supplier to Lennar, directly or through its Trade Partners, will be performed (i) in a good and workmanlike manner, and (ii) in strict accordance any applicable codes, promulgated standards, or other requirements or industry standards applicable to the service. This warranty section is in addition to warranties provided by law. Any defects in material, supplies or workmanship, or any damage caused as a result of defective material, supply or workmanship, shall be replaced or satisfactorily repaired at the sole expense of Supplier. Additionally, Supplier shall be responsible for any negligence or mishandling of the materials or supplies by anyone directly or indirectly employed by it. If a defect is discovered within Supplier's warranty period, Lennar shall notify Supplier. Supplier shall then have seven (7) days to complete all warranty work or cause the same to be completed or, at Lennar's election, Lennar may complete such work at Supplier's cost and expense. In the event Lennar elects to have Supplier complete the warranty work and Supplier fails to complete all such warranty work within such seven (7) day period, Lennar shall have the right to have all defects repaired and/or replaced at Supplier's expense by charging the repair and/or replacement cost to Supplier.

14.1 Extended Warranties. In addition to the foregoing warranties, Supplier shall also, (a) for a period of twelve (12) months from (i) the *date of close of escrow* between Lennar and its homebuyers for materials or work associated with a housing unit designed and intended for sale as an individual and legally devisable real property unit (each a "Unit") or associated site work intended to be used primarily for residential purposes, or (ii) *final completion of the work* for all other types of materials, supplies or labor incorporated into a commonly owned element of a condominium, cooperative or other common interest ownership project, repair or replace *any defective materials, supplies and/or labor*, and perform Lennar's obligations under any applicable warranty insurance programs (the "One Year Warranty"); (b) for a period of twenty-four (24) months from the (i) the date of close of escrow between Lennar and its homebuyers for materials, supplies or labor associated with a Unit or associated site work intended to be used primarily for residential purposes, or (ii) *final completion of the work* for all other types of materials or work incorporated into a commonly owned element of a condominium, cooperative or other common interest ownership project, repair or replace any defective materials, supplies and/or labor associated with any *heating, cooling, mechanical and electrical systems* (the "Systems") installed by Supplier, and perform Lennar's Systems obligations under any applicable warranty insurance programs (the "Two Year Warranty"); and (c) for a period of one-hundred twenty (120) months from (i) the *date of close of escrow* between Lennar and its homebuyers for materials, supplies or labor associated with a Unit or associated site work intended to be used primarily for residential purposes, or (ii) *final completion of the work* for all other types of materials or work incorporated into a commonly owned element of a condominium, cooperative or other common interest ownership project, repair or replace any defective materials, supplies or labor associated with *structural damage*, and perform Lennar's obligations under any applicable warranty insurance programs (the "Ten Year Warranty"). The foregoing obligations exist so long as the defect(s) arose or existed during the relevant extended warranty periods, and even if such defects were not observed until after the expiration of the extended warranty period. Should Lennar repair or replace any materials, supplies or labor provided by the Supplier or otherwise perform any of Supplier's warranty work (extended or otherwise), Supplier shall reimburse Lennar for the cost of repairing or replacing such defective materials.

supplies or labor. Notwithstanding anything to the contrary herein, should any state or federal law impose a warranty, express or implied, or any other obligation to repair, replace or pay for defective materials, supplies or labor arising from Supplier's Work that is longer than the time period set forth in this paragraph, Supplier's warranty obligation period shall be deemed to extend for the duration of the applicable state or federal law.

14.2 Manufacturer's Warranties. Prior to the earlier of completion of delivery of the materials, supplies or performance of labor, or upon the termination of this Agreement, Supplier shall provide Lennar with any and all applicable manufacturer's warranties on equipment, materials or appliances furnished pursuant to this Agreement. Supplier shall fully cooperate with Lennar in making any claim on any manufacturer's warranty.

15. REMEDIES AND TERMINATION: In addition to and without limiting Lennar's other remedies set forth herein or as otherwise provided by law, Lennar shall have the following rights:

15.1 If Supplier shall file for or be adjudged bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if Supplier should persistently or repeatedly refuse or should fail, in the reasonable opinion of Lennar, to supply enough properly skilled workmen or proper materials or make delivery of materials as required, or if such materialmen or laborers for material supplied or Work performed disregard laws, ordinances, job rules, or instructions, or if Supplier fails to make prompt and proper payment for labor, materials, equipment or services provided by, through or under Supplier, or if Supplier fails to remedy defective materials or Work or fails to perform warranty services or repairs within the time periods set forth in this Agreement, or should Supplier cause damage to the work of another contractor and/or subcontractor, or if Lennar is fined by any governmental agency on account of or arising out of the violation by Supplier or any subcontractor of any law, or should Supplier fail in Lennar's sole judgment to deliver its materials or prosecute its Work diligently and promptly, or if Supplier otherwise breaches any of its obligations in this Agreement or any of its other agreements with the Lennar division for which Supplier is delivering the materials and/or performing the Work herein, or if Lennar has a reasonable basis to believe that Supplier will not be able to properly perform all of its obligations in this Agreement or under any Purchase Order, Lennar may, without prejudice to any other right or remedy in this Agreement or any law and after giving Supplier forty-eight (48) hours written notice, (i) terminate this Agreement, (ii) withhold payment otherwise due Supplier until the materials have been delivered or the Work is completed and accepted, or until defective materials have been repaired and/or replaced or the Work is remedied, or until warranty services are properly performed, or until such breach has been remedied, (iii) stop delivery of materials and/or performance of the Work until such breach has been cured to Lennar's satisfaction, and/or (iv) furnish or cause to be furnished additional materials at Supplier's expense. If the costs of furnishing additional labor or materials or remedying Supplier's breach do not exceed the unpaid balance under the applicable Purchase Order(s), and if Supplier is otherwise entitled to receive payment, Lennar shall pay the difference (less a reasonable sum to ensure Supplier's performance of any remaining warranty obligations) to Supplier upon completion of the Work. If such expenses of furnishing additional labor or materials or remedying Supplier's breach exceed the unpaid balance under the applicable Purchase Order(s), Lennar may offset the difference against any amounts due Supplier under this Agreement or other purchase order, contract, or other agreement. Upon demand, Supplier shall pay the difference to Lennar plus any and all costs, expenses and attorneys' fees and paraprofessional fees incurred by Lennar in enforcing or performing any of Supplier's obligations under this Agreement.

15.2 Lennar shall also have the right to terminate this Agreement or any Purchase Orders or portions thereof issued to Supplier without cause and for Lennar's convenience. In such event, Supplier shall be paid only for that Work actually performed as of the date of termination, and Supplier waives recovery for any other costs or damages, direct or consequential, including without limitation prospective profits, on Work not performed.

15.3 Should Supplier breach any of its obligations in this Agreement, Lennar shall be entitled to recover against Supplier any reasonable and necessary attorneys' fees and paraprofessional fees, costs and expenses incurred by Lennar in pursuing claims against Supplier.

16. CUSTOMER APPRECIATION GIFTS OR EVENTS: Lennar periodically gives its suppliers and suppliers' employees customary and nominal tokens of its appreciation, such as logo and non-logo apparel, rounds of golf, spa days, meals, materials and other "customer appreciation" gifts or outings. Supplier acknowledges and agrees that this is customary in the industry and does not constitute an attempt to improperly influence Supplier or Supplier's employees and does not and will not give rise to any claims for civil or criminal misconduct. Lennar fully understands that as a consequence of accepting any tokens of appreciation from Lennar, Supplier or Supplier's employees will be under no obligation to Lennar other than those contained in this Agreement. In order to ensure that Supplier is aware of this practice, Supplier expressly agrees that Lennar may, *at Lennar's sole discretion, without any obligation on the part of Lennar and without further notice to Supplier*, provide similar tokens of appreciation to Supplier or Supplier's employees without the need to obtain additional written or verbal consent from Supplier.

17. NO GIFTS: Neither Supplier nor any partner, director, employee, or agent of Supplier shall, without specific written authorization of Lennar, give to or receive from any person or entity, including without limitation, any officer or employee of any governmental or quasi-governmental agency, department, or instrumentality, any commission, fee, rebate, gift or loan of significant cost or value in connection with or as a result of Supplier's delivery of material and/or performance of Work provided hereunder (excluding Gifts from Lennar pursuant to Section 16), to influence any decision, or to gain any other advantage for Lennar or Supplier. Supplier shall not (a) enter into any business arrangement with any partner or employee of Lennar, or any affiliate of same other than one acting in a capacity as a representative of Lennar or such affiliate in accordance with this Agreement and with the prior written approval of Lennar or (b) engage in any employment or enter into any contract or agreement that conflicts with Supplier's obligations under this Agreement. In the event of a violation of this Section, Supplier shall pay to Lennar any and all amounts received by Supplier or any other individual or entity described above, however, such payment shall not limit, or operate as a waiver of, any other legal or equitable rights which Lennar may have against Supplier at law, in equity, or under this Agreement. Due to the nature of this transaction and the potential exposure to various forms of fines, penalties, sanctions and other damages to Lennar's business and reputation, all of which are, as the date of executing this Agreement, impractical and extremely difficult to ascertain in advance, Lennar and Supplier agree that if Lennar terminates this Agreement due to the breach of this Section, then, as the monetary remedy for such breach and at Lennar's election and, as liquidated damages and not as a penalty, Supplier agrees that Supplier shall not be paid any amounts billed but unpaid for Supplier's compensation for materials delivered and Work completed prior to the termination date as provided in Section 15. This provision shall not be construed as a waiver of Lennar's right to obtain temporary or permanent injunctive relief for any breach or threatened breach by Supplier of this Section. In addition to the remedies available under this Section, and at Lennar's election, Lennar shall also be entitled to injunctive remedies for breach of this Section, including without limitation, rescission.

18. STANDARDS OF BUSINESS ETHICS: Supplier represents that it has not and will not receive or give gifts or gratuities, nor participate in any other conduct in connection with this Agreement or any Purchase Order(s) that violates the Standards of Business Ethics and Conduct of Lennar ("Lennar's Business Ethics") (see www.Lennar.com). Should any employee of Lennar or any of its Trade Partners engage in any conduct which Supplier believes is in violation of Lennar's Business Ethics, Supplier shall immediately notify Lennar's representatives in writing at the address provided herein. Violation of Lennar's Business Ethics by Supplier shall be deemed a material breach of this Agreement by Supplier.

19. WAIVER OF JURY TRIAL/ARBITRATION: TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, AND AFTER CONSULTING WITH LEGAL COUNSEL OF THEIR OWN CHOOSING, SUPPLIER AND LENNAR, ON BEHALF OF THEMSELVES AND ANY PERSON OR ENTITY ACTING BY, THROUGH OR UNDER THEM, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY AGREE TO WAIVE THE RIGHT TO TRIAL BY JURY IN CONNECTION WITH ANY LITIGATION OR JUDICIAL PROCEEDING RELATING TO OR CONCERNING, DIRECTLY OR INDIRECTLY, THIS AGREEMENT OR ANY OTHER RIGHTS OR OBLIGATIONS BETWEEN LENNAR, SUPPLIER AND ALL PERSONS ACTING BY, THROUGH OR UNDER LENNAR OR SUPPLIER. LENNAR AND SUPPLIER ACKNOWLEDGE THAT SEPARATE AND GOOD AND VALUABLE CONSIDERATION HAS BEEN PROVIDED BY EACH FOR THIS WAIVER. THIS WAIVER SHALL APPLY TO THIS AGREEMENT, ANY FUTURE AMENDMENTS, SUPPLEMENTS OR MODIFICATIONS OF THIS AGREEMENT, AND ANY FUTURE CHANGE ORDERS OR PURCHASE ORDERS. NOTWITHSTANDING THE FOREGOING, IF (A) LENNAR IS A PARTY TO A LAWSUIT, IS REQUIRED TO TRY THE DISPUTE BEFORE A JURY, AND BELIEVES THAT SUPPLIER IS LIABLE, IN WHOLE OR IN PART, FOR THE CLAIMS BEING MADE IN THE LAWSUIT, THEN THIS WAIVER OF JURY TRIAL SHALL NOT APPLY; OR (B) LENNAR IS A PARTY TO AN ARBITRATION ACTION, IS REQUIRED TO TRY THE DISPUTE BEFORE AN ARBITRATOR(S), AND BELIEVES THAT SUPPLIER IS LIABLE, IN WHOLE OR IN PART, FOR THE CLAIMS BEING MADE IN THE ARBITRATION, THEN LENNAR AND SUPPLIER AGREE THAT THE DISPUTES BETWEEN THEM WILL BE FULLY AND FINALLY RESOLVED IN SUCH ARBITRATION AND IN ACCORDANCE WITH THE ARBITRATION ACT AND ARBITRATION RULES THEN GOVERNING THE ARBITRATION, AND NOT BY JUDGE OR BY JURY. LENNAR AND SUPPLIER SPECIFICALLY AGREE THAT THIS AGREEMENT INVOLVES INTERSTATE COMMERCE.

20. INDEPENDENT CONTRACTOR/AUTHORITY: Supplier is acting as an independent contractor and not a partner or joint venturer of Lennar. Lennar is solely responsible for the employment, acts, errors, omissions, control and direction of its employees, agents, and Subcontractors. Nothing contained in this Agreement shall authorize or empower Supplier to assume or create any responsibility whatsoever, express or implied, on behalf of or in the name of Lennar, or to bind Lennar in any manner, or make representation, warranty, or commitment on behalf of Lennar, or purchase materials or otherwise incur debts in Lennar's name.

21. MISCELLANEOUS:

21.1 Lennar and Supplier acknowledge that they have read, understand, and have had the opportunity to be advised by legal counsel of their own choosing as to each and every one of the terms, conditions, and restrictions and the effect of all the provisions of this Agreement. Lennar and Supplier agree that the provisions shall not be construed more strictly against the party who prepared the document.

21.2 Neither this Agreement nor any delivery of materials or Work to be performed under any Purchase Order nor the right to payment under this Agreement shall be assigned by Supplier without the written consent of Lennar, which consent may be withheld at Lennar's sole discretion.

21.3 This Agreement may be assigned by Lennar to any mortgagee or subsequent owner of the project who assumes Lennar's obligations under this Agreement. Supplier shall deliver the materials and/or perform the Work and fulfill its obligations hereunder for the benefit of such assignee, so long as the assignee is making proper payment to Supplier. In the event of such assignment, Lennar shall be relieved of all liability accruing after such assignment. This Agreement shall be binding on the successors, heirs, and permitted assigns of the parties.

21.4 This Agreement, the attached Schedules and the Purchase Order(s) issued by Lennar to Supplier embody the entire agreement between Lennar and Supplier and supersede any prior understandings or oral or written agreements between the parties. This Agreement, including this provision, cannot be amended except by written instrument executed by Lennar and Supplier. Invalidation of any term or condition of this Agreement by judgment, arbitration award or court order or otherwise shall not affect the validity or enforceability of the remaining terms and conditions.

21.5 All notices given under this Agreement shall be in writing personally delivered or mailed certified or registered return receipt requested postage prepaid. Notices to Lennar and Supplier will be sent to the addresses noted in this Agreement. Either party may change the address at which it will receive notice by giving written notice in accordance with this provision.

21.6 If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect provided that the economic and legal substance of the transactions contemplated is not affected in any manner materially adverse to any party. In the event of any such determination, the parties agree to negotiate in good faith to modify this Agreement to fulfill as closely as possible the original intent and purposes hereof. To the extent permitted by law, the parties hereby to the same extent waive any provisions of law that renders any provision hereof prohibited or unenforceable in any respect.

21.7 In no event shall either party be entitled to any interest on any sum due hereunder in excess of that permitted by applicable law. Notwithstanding anything to the contrary herein, any reference herein to interest accruing on any sum due hereunder shall be deemed to be the lower of: the interest rate stated herein or the maximum rate allowed by law.

21.8 TIME IS OF THE ESSENCE OF THIS AGREEMENT. Any covenants, terms and conditions of a continuing nature shall survive final payment, completion, and acceptance of the Work and/or delivery within the time provided for under this Agreement and the applicable Purchase Order and any termination or conclusion of this Agreement and Supplier has taken into consideration and made allowances for all the hindrances and delays incident to its Work and/or deliveries.

21.9 This Agreement shall be deemed entered into in the state where the Project or job site is located and shall be interpreted and applied in accordance with the laws of the state where the Project or job site is located.

21.10 Supplier agrees to perform all of its obligations in strict accordance with the terms of this Agreement, and in strict accordance with any contract and/or agreement between Lennar and any owner of the property being improved, and in complete satisfaction of such contract and/or agreement between Lennar and such owner. Such contract and/or agreement, to the extent applicable to materials, supplies and associated labor provided by Supplier, shall be deemed to be a part of this Agreement.

21.11 The venue for any disputes between Lennar and Supplier shall be as follows: (1) Third Party Actions – If Lennar is involved in litigation or arbitration with a third party and Lennar or any other party joins Supplier as a party to the litigation or arbitration, Supplier consents to be joined in that same venue; (2) Other Actions or Disputes – In all other situations, venue shall be in the state or federal court located in _____.

21.12 Upon reasonable notice, at reasonable times, and at Lennar's cost, Lennar or a third-party retained by Lennar shall have the right to access and audit Supplier's books, records and documentation for the purpose of auditing Supplier's performance of its obligations under this Agreement or Purchase Order. Supplier shall cooperate by identifying and gathering documentation relating to Supplier's performance of its obligations.

21.13 Supplier shall, upon Lennar's request and at Supplier's cost, provide training to Lennar and its Trade Partners as to any product or service provided by Supplier. Supplier and Lennar shall reasonably cooperate in choosing the time, place and frequency of such training.

21.14 To the extent of any conflict or inconsistency between the terms and conditions of the documents set forth below, whether existing or entered into at a later date, the documents shall prevail and take precedence in the order listed below:
a. This Agreement;
b. Any Purchase Order;
c. Any other agreements between Supplier and Lennar.

21.15 By signing below, the undersigned certifies that he or she is authorized to execute this Agreement and is taking this action with full authority from the principal.

21.16 This Agreement may be executed in any number of counterparts, a complete set of which shall be deemed to be an original and all of which together shall comprise but a single instrument. Signatures may be given via facsimile transmission and shall be deemed given as of the date and time of the transmission of this Agreement by facsimile to the other party.

21.17 Supplier acknowledges and understands that all information relating in any way to Lennar or its business or affairs, whether written or oral, obtained by Supplier in connection with the Work provided as part of this Agreement or otherwise and any information regarding the nature and extent of this Agreement ("Confidential Information"), shall, unless otherwise specified by Lennar in writing be deemed confidential. Supplier acknowledges and understands that Supplier's unauthorized disclosure of any Confidential Information would be extremely prejudicial to Lennar.

22 This Agreement is entered into in the state where the property is located and shall be interpreted and applied in accordance with the laws of the state where the property is located. If the foregoing is acceptable to you, please so indicate by signing and returning the original of this Contract. IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first above written.

Lennar

By: _____

Print Name: Michael S. Rad

Title: Director of Purchasing

Supplier

By: 0224 CONSTRUCTION LLC

Print Name: Oswaldo Furtado

Title: President

Federal I.D.# _____

License # _____

INSURANCE REQUIREMENTS – Exhibit C- High

Subcontractor shall procure and maintain, at its sole cost and expense, the following insurance coverages:

1. Workers' Compensation:
   Coverage A. Statutory Benefits
   Coverage B. Employers' Liability of not less than:

Bodily Injury by accident	$1,000,000 each accident
Bodily Injury by disease	$1,000,000 policy limit
Bodily Injury by disease	$1,000,000 each employee

   Coverage must include a waiver of subrogation endorsement in favor of, and naming, Lennar Corporation including its subsidiaries, partners, partnerships, affiliated companies, successors and assigns

2. Commercial Auto Coverage:
   Automobile Liability coverage (equivalent in coverage to ISO form CA 00 01) of not less than $1,000,000 combined single limit, each accident, covering all owned, hired and non-owned autos.

3. Commercial General Liability:
   Commercial General Liability coverage (equivalent in coverage to ISO form CG 00 01) of not less than:

Each Occurrence Limit	$1,000,000
Personal Advertising Injury Limit	$1,000,000
Products/Completed Operations Aggregate Limit	$2,000,000
General Aggregate Limit (other than Products/Completed Operations)	$2,000,000

   The policy must include:
   a) Premises and Operations coverage with no explosions, collapse, or underground damage exclusion (XCU).
   b) Products and Completed Operations coverage. Subcontractor agrees to maintain this coverage for a minimum of ten (10) years following completion of its work.
   c) Standard ISO CG0001 0198 Contractual Liability coverage, or its equivalent, and a Separation of Insureds clause.
   d) Broad Form Property Damage coverage, including completed operations, or its equivalent.
   e) The work "performed on your behalf by a subcontractor" exception to the "Damage to Your Work" exclusion (Exclusion "l" in Section I of the ISO form CG 00 01 10 01 and earlier versions.) No limitation or restriction of this exception is allowed.
   f) An Additional Insured Endorsement (equivalent to ISO form CG 20 10) naming as additional insured: "Lennar Corporation including its subsidiaries, partners, partnerships, affiliated companies, successors and assigns."
   g) If the Work to be performed is on an attached community, there shall be no exclusion for attached or condominium projects.
   h) There shall be no exclusions for continuing or progressive losses not known by Subcontractor to exist prior to policy inception.
   i) Coverage must be on an "occurrence" form. "Claims Made" and "Modified Occurrence" forms are not acceptable.

4. Property Insurance:
   Subcontractor shall maintain "Special Form" property insurance (commonly referred to as "all risk" or "special perils" coverage) in an amount equal to the full replacement cost of all Subcontractor's real and personal property (for which it has title and/or risk of loss), as well as real and personal property which becomes a final part of the Project, during its off-Project status, in transit and while stored or worked upon away from, or on, the Project site. All policy proceeds shall be used for the repair or replacement of the property damaged or destroyed.

   Property Waiver of Subrogation. Subcontractor hereby waives all rights of recovery against Lennar Corporation including its subsidiaries, partners, partnerships, affiliated companies, successors and assigns, with respect to any loss or damage, including consequential loss or damage, to the Subcontractor's property caused or occasioned by any peril or perils covered under any policy or policies of property insurance carried by the Subcontractor. Subcontractor shall cause its insurance carriers to consent to such waiver of subrogation.

5. Other Requirements:
   a) All policies must afford an unqualified thirty (30) days notice of cancellation to the additional insured(s) in the event of cancellation or non-renewal, and ten (10) days notice of cancellation for non-payment of premium.
   b) All policies must be written by insurance companies whose rating in the most recent Best's Rating Guide, is not less than A (-); VII. Contractor reserves the right to accept coverages provided via a state fund. All coverage forms must be acceptable to Contractor. Subcontractor agrees to provide a full certified copy of any policy maintained by Subcontractor to Contractor upon Contractor's request therefor.
   c) Certificates of insurance with the required endorsements evidencing the required coverages must be delivered to the Contractor prior to commencement of any work under this Subcontract. Such certificates of insurance shall state "All Operations" of Subcontractor performed on behalf of Contractor shall be covered by such insurance. The wording "Endeavor" and ... "but failure to mail such notice shall impose no obligation or liability of any kind upon the company" must be deleted from the certificate. If your carrier or broker will not remove such language from the certificate, a separate endorsement requiring 30-day notice of cancellation will be required.
   d) If the Subcontractor fails to secure and maintain the required insurance, Contractor shall have the right (without any obligation to do so, however) to secure same in the name and for the account of Subcontractor in which event the Subcontractor shall pay the costs thereof and furnish upon demand all information that may be required in connection therewith.

e) Contractor reserves the right, but shall have no obligation, to procure the insurance, or any portion thereof, for which Subcontractor is herein responsible and which is described in this section. Contractor shall notify Subcontractor if Contractor exercises its right, whereupon Subcontractor's responsibility to carry such insurance shall cease and all the premiums and other charges associated with such insurance shall be refunded to the Contractor. Contractor further reserves the right at any time, with thirty (30) days written notice to Subcontractor, to require that Subcontractor resume the procurement and maintenance of any insurance for which Contractor has elected to procure pursuant to this subsection; in such event, the sums paid to Subcontractor by Contractor shall increase to the extent of any previously agreed and implemented reduction (as noted above) attributable to Contractor's prior assumption of the particular insurance coverages. Such refund shall be equitably pro-rated based upon Subcontractor's completed work at the time of such adjustment.

f) Contractor reserves the right, in its sole discretion, to require higher limits of liability coverage if, in Contractor's opinion, operations by or on behalf of Subcontractor create higher than normal hazards, and, to require Subcontractor to name additional parties in interest to be Additional Insureds, and included in any required Waiver of Subrogation, Notice of Cancellation, or other endorsement.

g) In the event that rental of equipment is undertaken to complete and/or perform the work, Subcontractor agrees that it shall be solely responsible for such rental equipment. Such responsibility shall include, but not be limited to, theft, fire, vandalism and use, including use by unauthorized persons.

h) Nothing in this Exhibit shall reduce Subcontractor's obligations under this Contract. Subcontractor's procurement and/or maintenance of insurance shall not be construed as a limitation of liability or as full performance of the indemnification and hold harmless provisions of this Agreement.

i) In the event that materials or any other type of personal property ("personal property") is acquired for the Project or delivered to the Project site, Subcontractor agrees that it shall be solely responsible for such property until it becomes a fixture on the Project, or otherwise is installed and incorporated as a final part of the Project. Such responsibility shall include, but not be limited to, theft, fire, vandalism, and use, including use by unauthorized persons.

6. Changes and Modifications:
Any modification or waiver of the insurance requirements to this Agreement, or in any addendum hereto, may only be made with the prior written consent of Contractor.

7. Notices:
All Certificates of Insurance and required endorsements must be addressed and forwarded to:

Lennar Corporation
Insurance Compliance
PO Box 12010-LC
Hemet, CA 92546-8010

Phone: (951) 766-2274

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INSURANCE REQUIREMENTS – Exhibit C-Consultants/Professionals

Consultant shall procure and maintain, at its sole cost and expense, the following insurance coverages:

1. Workers' Compensation:
Coverage A. Statutory Benefits
Coverage B. Employers' Liability of not less than:

Bodily Injury by accident	$1,000,000 each accident
Bodily Injury by disease	$1,000,000 policy limit
Bodily Injury by disease	$1,000,000 each employee

Coverage must include a waiver of subrogation endorsement in favor of, and naming, Lennar Corporation including its subsidiaries, partners, partnerships, affiliated companies, successors and assigns

2. Commercial Auto Coverage:
Automobile Liability coverage (equivalent in coverage to ISO form CA 00 01) of not less than $1,000,000 combined single limit, each accident, covering all owned, hired and non-owned autos.

3. Commercial General Liability:
Commercial General Liability coverage (equivalent in coverage to ISO form CG 00 01) of not less than:

Each Occurrence Limit	$1,000,000
Personal Advertising Injury Limit	$1,000,000
General Aggregate Limit (other than Products/Completed Operations)	$2,000,000

The policy must include:
a) Premises and Operations coverage with no explosions, collapse, or underground damage exclusion (XCU).
b) Standard ISO CG0001 0196 Contractual Liability coverage, or its equivalent, and a Separation of Insureds clause.
c) Broad Form Property Damage coverage.
d) An Additional Insured Endorsement (equivalent to ISO form CG 20 10) naming as additional insured: "Lennar Corporation including its subsidiaries, partners, partnerships, affiliated companies, successors and assigns"
f) Coverage must be on an "occurrence" form. "Claims Made" and "Modified Occurrence" forms are not acceptable.

4. Professional Liability or Errors and Omissions Insurance:
Professional Liability or Errors and Omissions coverage of not less than $1,000,000, or limit carried, whichever is higher, with a deductible or self-insured retention amount not greater than $50,000. Such insurance shall include prior acts coverage sufficient to cover the services under this Agreement and Contractual Liability to cover liability assumed under this Agreement, to the extent insurable under such Professional Liability insurance. Such insurance is to be maintained during the term of this Agreement and for a period of ten years after final payment. If the Work to be performed is on an attached community, there shall be no exclusion for attached or condominium projects.

5. Other Requirements:
a) All policies must afford an unqualified thirty (30) days notice of cancellation to the additional insured(s) in the event of cancellation or non-renewal, and ten (10) days notice of cancellation for non-payment of premium.
b) All policies must be written by insurance companies whose rating in the most recent Best's Rating Guide, is not less than A (-):VII. Contractor reserves the right to accept coverages provided via a state fund. All coverage forms must be acceptable to Company. Consultant agrees to provide a full certified copy of any policy maintained by Consultant to Company upon Company's request therefor.
c) Certificates of Insurance with the required endorsements evidencing the required coverages must be delivered to the Company prior to commencement of any work under this Subcontract. Such certificates of insurance shall state "All Operations" of Consultant performed on behalf of Company shall be covered by such insurance. The wording "Endeavor" and ... "but failure to mail such notice shall impose no obligation or liability of any kind upon the company" must be deleted from the certificate. If your carrier or broker will not remove such language from the certificate, a separate endorsement requiring 30-day notice of cancellation will be required.
d) If the Consultant fails to secure and maintain the required insurance, Company shall have the right (without any obligation to do so, however) to secure same in the name and for the account of Consultant in which event the Consultant shall pay the costs thereof and furnish upon demand all information that may be required in connection therewith.
e) Company reserves the right, but shall have no obligation, to procure the insurance, or any portion thereof, for which Consultant is herein responsible and which is described in this section. Company shall notify Consultant if Company exercises its right, whereupon Consultant's responsibility to carry such insurance shall cease and all the premiums and other charges associated with such insurance shall be refunded to the Company. Company further reserves the right at any time, with thirty (30) days written notice to Consultant, to require that Consultant resume the procurement and maintenance of any insurance for which Company has elected to procure pursuant to this subsection; in such event, the sums paid to Consultant by Company shall increase to the extent of any previously agreed and implemented reduction (as noted above) attributable to Company's prior assumption of the particular insurance coverages. Such refund shall be equitably pro-rated based upon Consultant's completed work at the time of such adjustment.
f) Company reserves the right, in its sole discretion, to require higher limits of liability coverage if, in Company's opinion, operations by or on behalf of Consultant create higher than normal hazards, and, to require Consultant to name additional parties in interest to be Additional Insureds, and included in any required Waiver of Subrogation, Notice of Cancellation, or other endorsement.
g) In the event that rental of equipment is undertaken to complete and/or perform the work, Consultant agrees that it shall be solely responsible for such rental equipment. Such responsibility shall include,

but not be limited to, theft, fire, vandalism and use, including use by unauthorized persons.

h) Nothing in this Exhibit shall reduce Consultant's obligations under this Contract. Consultant's procurement and/or maintenance of insurance shall not be construed as a limitation of liability or as full performance of the indemnification and hold harmless provisions of this Agreement.

i) In the event that materials or any other type of personal property ("personal property") is acquired for the Project or delivered to the Project site, Consultant agrees that it shall be solely responsible for such property until it becomes a fixture on the Project, or otherwise is installed and incorporated as a final part of the Project. Such responsibility shall include, but not be limited to, theft, fire, vandalism, and use, including use by unauthorized persons.

j) Property Waiver of Subrogation. Consultant hereby waives all rights of recovery against Lennar Corporation including its subsidiaries, partners, partnerships, affiliated companies, successors and assigns with respect to any loss or damage, including consequential loss or damage, to the Consultant's property caused or occasioned by any peril or perils covered under any policy or policies of property insurance carried by the Consultant. Consultant shall cause its insurance carriers to consent to such waiver of subrogation.

6. Changes and Modifications:
Any modification or waiver of the insurance requirements to this Agreement, or in any addendum hereto, may only be made with the prior written consent of Company.

7. Notices:
All Certificates of Insurance and required endorsements must be addressed and forwarded to:

Lennar Corporation
Insurance Compliance
PO Box 12010-LC
Hemet, CA 92546-8010

Phone: (951) 766-2274

-4908873.doc

INSURANCE REQUIREMENTS – Exhibit C-Consultants/Professionals

Consultant shall procure and maintain, at its sole cost and expense, the following insurance coverages:

1. Workers' Compensation:
Coverage A. Statutory Benefits
Coverage B: Employers' Liability of not less than:

Bodily Injury by accident	$1,000,000 each accident
Bodily Injury by disease	$1,000,000 policy limit
Bodily Injury by disease	$1,000,000 each employee

Coverage must include a waiver of subrogation endorsement in favor of, and naming, Lennar Corporation including its subsidiaries, partners, partnerships, affiliated companies, successors and assigns

2. Commercial Auto Coverage:
Automobile Liability coverage (equivalent in coverage to ISO form CA 00 01) of not less than $1,000,000 combined single limit, each accident, covering all owned, hired and non-owned autos.

3. Commercial General Liability:
Commercial General Liability coverage (equivalent in coverage to ISO form CG 00 01) of not less than:

Each Occurrence Limit	$1,000,000
Personal Advertising Injury Limit	$1,000,000
General Aggregate Limit (other than Products/Completed Operations)	$2,000,000

The policy must include:
a) Premises and Operations coverage with no explosions, collapse, or underground damage exclusion (XCU).
b) Standard ISO CG0001 0196 Contractual Liability coverage, or its equivalent, and a Separation of Insureds clause.
c) Broad Form Property Damage coverage.
d) An Additional Insured Endorsement (equivalent to ISO form CG 20 10) naming as additional insured: "Lennar Corporation including its subsidiaries, partners, partnerships, affiliated companies, successors and assigns"
f) Coverage must be on an "occurrence" form. "Claims Made" and "Modified Occurrence" forms are not acceptable.

4. Professional Liability or Errors and Omissions Insurance:
Professional Liability or Errors and Omissions coverage of not less than $1,000,000, or limit carried, whichever is higher, with a deductible or self-insured retention amount not greater than $50,000. Such insurance shall include prior acts coverage sufficient to cover the services under this Agreement and Contractual Liability to cover liability assumed under this Agreement, to the extent insurable under such Professional Liability insurance. Such insurance is to be maintained during the term of this Agreement and for a period of ten years after final payment. If the Work to be performed is on an attached community, there shall be no exclusion for attached or condominium projects.

5. Other Requirements:
a) All policies must afford an unqualified thirty (30) days notice of cancellation to the additional insured(s) in the event of cancellation or non-renewal, and ten (10) days notice of cancellation for non-payment of premium.
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d) If the Consultant fails to secure and maintain the required insurance, Company shall have the right (without any obligation to do so, however) to secure same in the name and for the account of Consultant in which event the Consultant shall pay the costs thereof and furnish upon demand all information that may be required in connection therewith.
e) Company reserves the right, but shall have no obligation, to procure the insurance, or any portion thereof, for which Consultant is herein responsible and which is described in this section. Company shall notify Consultant if Company exercises its right, whereupon Consultant's responsibility to carry such insurance shall cease and all the premiums and other charges associated with such insurance shall be refunded to the Company. Company further reserves the right at any time, with thirty (30) days written notice to Consultant, to require that Consultant resume the procurement and maintenance of any insurance for which Company has elected to procure pursuant to this subsection; in such event, the sums paid to Consultant by Company shall increase to the extent of any previously agreed and implemented reduction (as noted above) attributable to Company's prior assumption of the particular insurance coverages. Such refund shall be equitably pro-rated based upon Consultant's completed work at the time of such adjustment.
f) Company reserves the right, in its sole discretion, to require higher limits of liability coverage if, in Company's opinion, operations by or on behalf of Consultant create higher than normal hazards, and, to require Consultant to name additional parties in interest to be Additional Insureds, and included in any required Waiver of Subrogation, Notice of Cancellation, or other endorsement.
g) In the event that rental of equipment is undertaken to complete and/or perform the work, Consultant agrees that it shall be solely responsible for such rental equipment. Such responsibility shall include,

OH

but not be limited to, theft, fire, vandalism and use, including use by unauthorized persons.

m) Nothing in this Exhibit shall reduce Consultant's obligations under this Contract. Consultant's procurement and/or maintenance of insurance shall not be construed as a limitation of liability or as full performance of the indemnification and hold harmless provisions of this Agreement.

n) In the event that materials or any other type of personal property ("personal property") is acquired for the Project or delivered to the Project site, Consultant agrees that it shall be solely responsible for such property until it becomes a fixture on the Project, or otherwise is installed and incorporated as a final part of the Project. Such responsibility shall include, but not be limited to, theft, fire, vandalism, and use, including use by unauthorized persons.

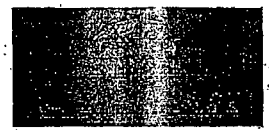
o) Property Waiver of Subrogation. Consultant hereby waives all rights of recovery against Lennar Corporation including its subsidiaries, partners, partnerships, affiliated companies, successors and assigns with respect to any loss or damage, including consequential loss or damage, to the Consultant's property caused or occasioned by any peril or perils covered under any policy or policies of property insurance carried by the Consultant. Consultant shall cause its insurance carriers to consent to such waiver of subrogation.

6. Changes and Modifications:
Any modification or waiver of the insurance requirements to this Agreement, or in any addendum hereto, may only be made with the prior written consent of Company.

7. Notices:
All Certificates of Insurance and required endorsements must be addressed and forwarded to:

Lennar Corporation
Insurance Compliance
PO Box 12010-LC
Hemet, CA 92546-8010

Phone: (951) 766-2274



Model Discount Addendum

1. Upon agreement of this contract a MODEL DISCOUNT of 25% on your total invoice will be applicable for each and every model home.
2. Above prices include all taxes, tools, insurance and equipment to either perform labor, deliver materials or both as specified.
3. This compensation agreement is based on the Scope of Work for this cost code, and the appropriate agreements all are part of your contract with Lennar Homes, Inc.
4. Lennar must receive written notice of any price change 30 days prior to effective date. The 30-day notice is not confirmed valid, until Lennar's purchasing manager and subcontractor /vendor has signed written notice.
5. This supersedes all previous compensation agreements prior to this date for the communities listed on the Schedule B / Schedule A.
6. Upon signing this Addendum, agreement will remain in effect for the duration of this vendors Schedule B / Schedule A contract agreement contract.

Trade Partner Signature	Oswaldo Hurtado Print Name
Ozzy Construction Trade Partner Business Name	3-31-08 Date Signed
Lennar Inc. Representative	03/31/08 Date Signed



ADDENDUM TO CONTRACTOR BASE AGREEMENT

SAFETY SURVEY GUIDELINES FOR CONTRACTORS

THE CONTRACTORS AGREES TO COMPLY WITH THE REQUIREMENTS OF THE OCCUPATION SAFETY AND HEALTH ACT, TO INCLUDE BUT NOT LIMITED TO THE FOLLOWING CRITERIA:

OSHA STANDARD	GENERAL GUIDELINES
PERSONAL PROTECTIVE EQUIPMENT	
HARD HAT	• SHALL BE WORN ON ALL CONSTRUCTION SITES (CURB TO CURB)
EYE PROTECTION	• IS REQUIRED WHENEVER THERE ARE FLYING PARTICLES THAT COULD STRIKE THE EYES. SUCH AS PNEUMATIC TOOLS, SAWING, JACK HAMMERING, DRILLING, SANDING, ETC.
PROPER FOOTWEAR/CLOTHING	• APPROPRIATE FOR THE JOB BEING DONE SUCH AS CARPENTERS WEARING A SHOE WITH A SOLE THAT WILL RESIST NAIL PENETRATION

Form **W-9** (Rev. January 2003)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name: OZZY CONSTRUCTION, LLC

Business name, if different from above:

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.): 674 Vondervolk Drive

Requester's name and address (optional):

City, state, and ZIP code: Chas SC 29414

List account number(s) here (optional):

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Social security number: 259-58-7615

or

Employer identification number:

Note: *If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.*

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here — Signature of U.S. person ▶ [signature] Date ▶ 8-31-05

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: *If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.*

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the



ADDENDUM TO CONTRACTOR BASE AGREEMENT

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OSHA STANDARD	GENERAL GUIDELINES
INTERIOR FALL PROTECTION IN USE	
HAND RAILS	♦ STAIRS WITH MORE THAN 3 RISERS MUST BE EQUIPPED WITH A HANDRAIL LOCATED BETWEEN 30" AND 37" ABOVE THE STAIR TREAD IN-LINE WITH THE RISER ♦ HANDRAIL MUST BE CONTINUOUS AND BE LOCATED A MINIMUM OF 3" OUT FROM THE WALL STAIR RAILS
STAIR RAILS	♦ ANY STAIRS WITH AN OPEN SIDE OF 4 OR MORE RISERS MUST BE EQUIPPED WITH A STAIR RAIL ON THE OPEN SIDE ♦ STAIR RAIL SHALL BE NOT LESS THAN 36" FROM THE TOP OF THE STAIR RAIL TO THE SURFACE OF THE TREND, IN LINE WITH THE FACE OF THE RISER AT THE FORWARD EDGE OF THE TREAD
OPEN SIDED PLATFORMS	♦ ALL PLATFORMS 6 FEET OR MORE ABOVE THE ADJACENT SURFACE MUST BE GUARDED OR COVERED.
FLOOR OPENING	♦ ANY OPENING IN THE FLOOR GREATER THEN 12"x12" MUST BE PROPERLY GUARDED OR COVERED
WALL OPENINGS	♦ ANY OPENING IN THE WALL THAT IS GREATER THAN 18"x30" IS CONSIDERED TO BE A "WALL OPENING" AND MUST BE GUARDED IF THERE IS GREATER THAN A 4-FOOT FALL TO THE ADJACENT SURFACE
WINDOWS	♦ WHEN THE WINDOW HAS NOT BEEN INSTALLED AND THE DISTANCE FROM THE WINDOW SILL TO THE GROUND IS GREATER THAN 4 FEET, THE WINDOW MUST BE GUARDED AS FOLLOWS: o IF THE SILL HEIGHT IS BETWEEN 12" AND 39" ABOVE THE FLOOR THERE MUST BE A STANDARD GUARDRAIL LOCATED AT 42" HIGH o IF THE SILL HEIGHT IS BETWEEN 4" AND 12" ABOVE THE FLOOR THERE MUST BE A STANDARD GUARDRAIL AT 42" AND A MID-RAIL HALFWAY BETWEEN THE SILL AND THE GUARDRAIL o IF THE SILL HEIGHT IS LESS THEN 4" ABOVE THE FLOOR THERE MUST BE A STANDARD GUARDRAIL, MID-RAIL AND A 4" TOE BOARD
SCAFFOLDING	♦ SET UP ON FIRM SOLID GROUND ♦ NO BRICKS, BLOCKS OR SCRAP LUMBER USED TO LEVEL THE SCAFFOLD, ONLY USE PROPER LEVELING APPARATUS ♦ SCAFFOLDING OVER 10 FEET HIGH MUST HAVE GUARDRAIL, MID-RAIL, AND TOE BOARD ON ALL OPEN SIDES.

Subcontractors Initials _____



ADDENDUM TO CONTRACTOR BASE AGREEMENT

SAFETY SURVEY GUIDELINES FOR CONTRACTORS

THE CONTRACTORS AGREES TO COMPLY WITH THE REQUIREMENTS OF THE OCCUPATION SAFETY AND HEALTH ACT, TO INCLUDE BUT NOT LIMITED TO THE FOLLOWING CRITERIA:

OSHA STANDARD	GENERAL GUIDELINES
LADDERS	
GOOD CONDITION	♦ NO JOB BUILT LADDERS ♦ NO BROKEN SIDE RAILS OR STEPS ♦ NO HOMEMADE REPAIR ♦ ALL BRACES INSTALLED BY THE MANUFACTURER ARE IN PLACE AND UNDAMAGED.
PROPER USE	♦ USED ACCORDING TO MANUFACTURERS SAFE USE INSTRUCTIONS. EXAMPLE: STEPLADDERS MUST BE OPENED AND RESTING ON ALL 4 FEET ♦ EXTENSION LADDERS MUST EXTEND A MINIMUM OF 3' PAST THE WORKING PLATFORM
TRENCHING & EXCAVATION	
PROTECTIVE SYSTEM	♦ IF THE EXCAVATION IS 5-FEET OR DEEPER THEN A PROTECTIVE SYSTEM MUST BE USED, PROTECTIVE SYSTEM INCLUDE: o SLOPING o SHORING o BENCHING ♦ THE PROTECTIVE SYSTEM ALLOWED WILL DEPEND ON THE SOIL CLASSIFICATION (TYPE A, B OR C SOIL)
PERIMETER GUARDING	♦ IF THE EXCAVATION, TRENCH, OR POOL COULD POSE A FALL HAZARD TO WORKERS ON THE JOB, OR THE GENERAL PUBLIC THERE NEEDS TO BE A BARRIER IN PLACE THAT WILL RESTRICT ACCESS ON THE SITE
POWER TOOLS	
CONDITION	♦ NO BROKEN HANDLES, SWITCHES OR CASINGS
GUARDS	♦ ALL GUARDS MUST BE IN OPERATIONAL CONDITION AND FUNCTIONING
CORDS	♦ NO BREAKS IN THE INSULATION ♦ BE OF THE SIZE AND TYPE SPECIFIED BY THE MANUFACTURE

Subcontractors Initials _____



ADDENDUM TO CONTRACTOR BASE AGREEMENT

SAFETY SURVEY GUIDELINES FOR CONTRACTORS

THE CONTRACTORS AGREES TO COMPLY WITH THE REQUIREMENTS OF THE OCCUPATION SAFETY AND HEALTH ACT, TO INCLUDE BUT NOT LIMITED TO THE FOLLOWING CRITERIA:

OSHA STANDARD	GENERAL GUIDELINES
EXTENSION CORDS	
CONDITION	♦ NO BREAKS IN THE INSULATION ♦ NO SPLICES IN THE CORD ♦ NO SPLICES IN THE CORD
PROPER GROUND	♦ EQUIPPED WITH GROUND PRONGS
GFI PROTECTED	♦ ALL EXTENSION CORDS MUST BE PROVIDED WITH A GFCI AS CLOSE TO THE POWER SOURCE AS POSSIBLE, OR BE COVERED BY WRITTEN "ASSURED EQUIPMENT GROUNDING" PROGRAM ♦ MUST HAVE STRAIN RELIEF; ALL CORDS MUST BE PROPERLY TIED OFF TO TEMPORARY POLE OR GENERATOR TO PREVENT PARTIAL DISCONNECTION
TANKS	
STORED & SECURED	♦ ALL TANKS MUST BE: o STORED ON A FIRM LEVEL SURFACE o SECURED FROM FALLING OVER o AREA DESIGNATED "NO SMOKING" WITHIN 100 FEET o IN AN AREA THAT PROTECTS THEM FROM BEING STRUCK BY EQUIPMENT AND VEHICLES o IF THERE IS OVER 500 POUNDS IN TOTAL QUANTITY THE STORAGE AREA, CAN NOT BE WITHIN 25 FEET OF ANY BUILDING OR STRUCTURE
OUT OF THE HOMES	♦ NO LP TANKS ARE TO BE STORED IN A HOME
GROUND FAULT PROTECTION	
GFCI TEMP. POLES	♦ ALL TEMPORARY POWER POLES MUST PROVIDE GFCI PROTECTION ♦ GFCI BREAKERS MUST BE CHECKED BEFORE USING TO INSURE THEY ARE WORKING
GENERATOR GFCI PROTECTED	♦ IF THE GENERATOR IS OVER 5 KW IT MUST BE GROUNDED ♦ ALL TEMPORARY POWER MUST BE EQUIPPED WITH GFCI PROTECTION

Subcontractors Initials GH



ADDENDUM TO CONTRACTOR BASE AGREEMENT

SAFETY SURVEY GUIDELINES FOR CONTRACTORS

THE CONTRACTORS AGREES TO COMPLY WITH THE REQUIREMENTS OF THE OCCUPATION SAFETY AND HEALTH ACT, TO INCLUDE BUT NOT LIMITED TO THE FOLLOWING CRITERIA:

OSHA STANDARD	GENERAL GUIDELINES
GENERATORS, COMPRESSORS AND MIXERS	
CONDITIONS	♦ MUST BE IN GOOD WORKING ORDER
GUARDS	♦ NO BROKEN, MISSING OR MODIFIED COMPONENTS
	♦ ALL MOVING PARTS, ROLLERS BLADED GEARS, PULLEYS, AND PINCH POINTS ARE TO BE GUARDED
CORDS & HOSES	♦ ARE TO BE IN GOOD CONDITION WITH NO BREAKS OR HOMEMADE REPAIRS
	♦ ALL CORDS AND HOSES ARE TO BE OF THE TYPE AND SIZE SPECIFIED BY THE MANUFACTURER
HOUSEKEEPING	
MATERIAL STORED PROPERLY	♦ MATERIAL STORED IN A MANNER THAT WOULD NOT POSE A HAZARD ♦ DRYWALL, PLYWOOD, OSB AND FLOORING STACKED FLAT
	♦ STACKED IN A MANNER THAT WOULD RESIST FALLING
WORK AREAS /PASSAGEWAYS	♦ CLEARS OF DEBRIS, FORM AND SCRAP LUMBER, LUMBER WITH NAILS
COMBUSTIBLES STORAGE	♦ COMBUSTIBLES AND FLAMMABLES STORED IN AN APPROPRIATE AREA THAT IS IDENTIFIED
	♦ FLAMMABLE AND COMBUSTIBLE LIQUIDS STORED IN AN APPROVED METAL SYSTEM CAN

LENNAR AND US HOME CORPORATION:

BY: _____

Print Name: Michael S. Ray

Title: Director of Purchasing

DATE: 03/2/08

SUBCONTRACTOR:

Company Name: OZZY CONSTRUCTION LLC

Print Name: OSWALDO ORTEGA

Signature: _____

DATE: 4-1-08

Subcontractors Initials OO

EXHIBIT 52

TO EXHIBIT A – AFFIDAVIT OF ROBERT MAUCH

Division:
Contract Number:
Cost Center:

CONTRACTOR BASE AGREEMENT

THIS CONTRACTOR BASE AGREEMENT (the "Agreement") made and entered into this _____ day of _____, 20___, by and <Enter appropriate Lennar affiliate here> _____ (hereinafter "Lennar") and Raul Martinez Masonry LLC (hereinafter "Contractor").

1. SCOPE OF WORK: Contractor shall provide labor, material, equipment or other services in such location(s) and under such terms and conditions as Lennar shall deem necessary (the "Work") upon receipt of a Purchase Order from Lennar. When issued, the Purchase Order (see Schedule A) shall become part of this Agreement. The location(s) where the Work is to be performed shall be known as the Job site or Project site, and may be more fully described in Exhibit "A" to the Purchase Order. Unless otherwise provided, the term "Subcontractor" shall include all persons or entities of all tiers, whether contracting directly with Contractor, or any person acting by, through or under Contractor, that are providing labor, materials, equipment, supplies, and/or supervision to satisfy the requirements of Contractor's Work.

1.1 PERFORMANCE OF THE WORK. Contractor shall furnish all labor, materials, equipment, supplies, supervision and all other things necessary to timely and properly perform the Work in a good and workmanlike manner, free from defects in workmanship or materials, acceptable to Lennar, and in strict accordance with (i) the plans and specifications, (ii) any applicable manufacturer's specifications, recommendations or requirements, (iii) applicable industry standards, codes, or other rules or regulations, and (iv) the requirements of Lennar's overall schedule. Contractor guarantees the availability of all labor, equipment and materials necessary to complete the Work in strict accordance with Lennar's schedule. Contractor shall be solely responsible to pay for all labor, salaries, materials, tools, equipment, supplies, state, federal, local and all other applicable sales, use, income or other taxes of any type or nature, transportation, storage facilities, offices, telephones, other overhead, shop drawings, supervision, temporary or permanent facilities and all other things necessary for the full and complete performance of the Work covered by this Agreement and the Purchase Order(s). Contractor shall secure and pay for all permits and governmental fees, licenses and inspections, to the extent necessary, for the proper execution and completion of Contractor's Work. No substitutions shall be allowed in the performance of the Work unless expressly approved by Lennar in writing.

1.2 INSPECTION AND INVESTIGATION. Contractor shall fully and completely investigate and study (i) the Project site, (ii) the plans and specifications, (iii) any manufacturer's specifications, and (iv) all other conditions that may affect the Work, and shall be solely responsible for verifying that it possesses the most current set of plans and specifications. By executing the Purchase Order, Contractor represents that it has noted no deficiencies or problems with the Project site, the plans and specifications, the manufacturer's specifications, or any other conditions which would impact its ability to perform the Work in accordance with the requirements of this Agreement or any Purchase Order. If Contractor subsequently discovers any discrepancies between the plans, specifications, manufacturer's specifications, physical conditions, or any errors and omissions in the plans or specifications or in the layout as given that might affect the Work, Contractor shall immediately notify Lennar in writing. Any Work performed by Contractor relating to such discrepancy, error or omission shall be done at Contractor's sole risk. Prior to ordering materials or performing the Work, Contractor shall verify (i) that the materials are adequate for the performance of the Work, and (ii) that all measurements or conditions relevant to Contractor's Work are acceptable. No extra charge or compensation shall be allowed on account of differences between actual dimensions or conditions, and the measurements and conditions which may be found as indicated in the plans and specifications. The soils and geology reports, investigations or borings available to Contractor were prepared by third parties and made only for the purpose of study and design. Lennar does not warrant or guarantee, either expressly or impliedly, (i) the sufficiency or accuracy of the reports or investigations or borings which have been made, or (ii) any conditions that exist throughout the Project. Contractor agrees to undertake the Work subject to all site conditions as they now exist or may arise.

1.3 DEFECTIVE WORK. Contractor is responsible, at its sole cost, for promptly repairing or replacing any defective Work noted by Lennar or any third-party inspectors. In the event Contractor's Work involves construction of a residential dwelling, Contractor is also responsible, at its sole cost, for promptly repairing or replacing any defective Work noted by the homebuyer. Contractor shall provide Lennar with an itemized construction inspection checklist in a form approved by Lennar that Contractor will use to verify completion and workmanship of the Work. The failure of Lennar to identify any defects in the Work during any inspection shall not relieve Contractor of its responsibility to perform the Work in accordance with the requirements of this Agreement. Lennar shall be the sole judge of the adequacy of the repairs made to fix defective work. If Contractor covers any Work prior to Lennar's inspection of the Work, then Contractor shall be responsible for the cost of uncovering or removal and replacement of the Work to allow Lennar's inspection. Contractor shall correct all items noted as needing correction within forty-eight (48) hours of receipt of Lennar's notice. In the event Contractor's Work involves construction of a residential dwelling, Contractor shall correct all items noted as needing correction, including any items noted during homebuyer's Orientation before the earlier of (i) close of homeowner's escrow, or (ii) forty-eight (48) hours of receipt of Lennar's notice.

1.4 PROGRESS. Contractor shall comply with the deadlines and schedules established in the Purchase Order and by Lennar, and shall prosecute the Work with diligence and with adequate labor, equipment and materials to satisfy Contractor's progress requirements and so as to not delay the work of other contractors. Contractor shall cooperate and coordinate its Work with all other contractors so as to avoid any delay or interferences.

1.5 WORK OF OTHERS. Contractor shall be responsible for protecting its Work, and the work of other contractors or Lennar until final acceptance by Lennar. Contractor shall, without limitation, be fully responsible for the protection of all existing structures, materials, equipment, curbs, landscaping, flora, fauna, and adjacent property. Contractor shall be responsible for inspecting the work of other contractors that may affect its own Work and shall immediately report to Lennar, in writing, any defects, discrepancies or problems which could adversely affect Contractor's work.

1.6 MATERIALS. Unless otherwise specifically stated in this Agreement or any Purchase Order, all goods or materials (i) are to be shipped F.O.B. job site and paid for by Contractor, and (ii) shall be used within seven (7) days of their receipt. Deliveries to and storage at the Project or job site are the sole risk and responsibility of the Contractor. Contractor shall be responsible for damage or loss to all material and equipment until final payment by Lennar. No materials will be paid for until properly installed. Title to the Work shall vest in Lennar upon performance; provided, however, the vesting of such title shall not impose any obligations on Lennar or relieve Contractor of any of its obligations hereunder. To the extent not prohibited by law, Contractor hereby waives any security interest or removables rights it may have in goods or material to be supplied hereunder and waives its right to the remedies available for a buyer's breach as provided in the Uniform Commercial Code. On-site storage for materials is not provided unless otherwise set forth in a Purchase Order.

1.7 DELAYS AND DISRUPTIONS/WAIVER OF CONSEQUENTIAL DAMAGES. IN THE EVENT OF ANY DELAY, DISRUPTION, INTERFERENCE, STOPPAGE OR HINDRANCE IN COMMENCEMENT OR PROSECUTION OF THE WORK CAUSED BY ANY REASON WHATSOEVER ("WORK INTERRUPTIONS"), INCLUDING ANY WORK INTERRUPTIONS CAUSED IN WHOLE OR IN PART, OR ALLEGED TO HAVE BEEN CAUSED IN WHOLE OR IN PART, BY LENNAR OR OTHER CONTRACTORS, CONTRACTOR, TO THE FULLEST EXTENT PERMITTED BY LAW, HEREBY WAIVES ANY DAMAGES CAUSED BY SUCH WORK INTERRUPTIONS. CONTRACTOR'S SOLE AND EXCLUSIVE REMEDY FOR ANY WORK INTERRUPTIONS SHALL BE AN EXTENSION OF TIME TO PERFORM ITS WORK. TO THE FULLEST EXTENT PERMITTED BY LAW CONTRACTOR SPECIFICALLY WAIVES ANY RIGHT TO RECOVER DIRECT, INDIRECT, CONSEQUENTIAL, IMPACT, OR OTHER COSTS, EXPENSES, OR DAMAGES, INCLUDING BUT NOT LIMITED TO DELAY DAMAGES, COSTS OF ACCELERATION, INEFFICIENCY, LOSS OF ORGANIZATION, LOSS OF PROFITS, JOB SITE OR HOME OFFICE OVERHEAD, LABOR OR MATERIAL ESCALATION, OR DETERIORATION OF MATERIALS, CAUSED BY ANY WORK INTERRUPTION. TO THE FULLEST EXTENT PERMITTED BY

[redacted] CONTRACTOR ALSO SPECIFICALLY [redacted] RECOVER INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY TYPE, AND NO MATTER THE [redacted] OF FAULT ON THE PART OF LENNAR OR ANY OTHER PERSON, NOTWITHSTANDING THE [redacted] SHALL NOT PRECLUDE RECOVERY OF DAMAGES BY CONTRACTOR FOR WORK INTERRUPTED, [redacted] CAUSED SOLELY BY FRAUD, BAD FAITH, OR ACTIVE INTERFERENCE ON THE PART OF LENNAR.

2. LABOR AND SUPERVISION: Contractor shall maintain competent and sufficient supervision and employees on site during all times that Contractor is performing its Work. Contractor's superintendent shall be experienced, fully able to communicate with Lennar, trained, knowledgeable as to the Work, and shall have full authority to act for and bind Contractor. Contractor's superintendent shall be satisfactory to Lennar, and shall not be changed without Lennar's written consent. All communications or directions given to the Contractor's superintendent shall be as binding as if given to Contractor. Contractor shall enforce strict discipline and good order among its employees and Subcontractors, and shall not employ any unfit or unskilled person. Contractor shall immediately remove and replace any person deemed unfit or unskilled by Lennar. Contractor shall maintain a list of all persons performing its Work on the job site and shall produce such list to Lennar upon request. Contractor shall perform criminal background checks of any person that will perform any portion of its Work, and Contractor shall not allow any registered sex offender or any person convicted of a felony or a misdemeanor involving theft, larceny, violence, sexual assault or any other crime of moral turpitude to work at the Project site or job site. In performing such background checks, Contractor shall comply with all requirements of the Fair Credit Reporting Act and any other applicable laws and regulations.

3. LEGAL COMPLIANCE: Contractor and its Subcontractors shall, at all times, comply with all applicable local, state, or federal statutes, ordinances, rules and regulations, and any amendments thereto, as well as those of any other public body having authority concerning the Work, including *without limitation*, the local and state building codes, FHA Minimum Property requirements, VA building code requirements, the Occupational Safety and Health Act of 1970, 29 U.S.C. §§ 651 et seq. the Immigration Reform and Control Act of 1986 ("IRCA"), the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRAIRA"), the Immigration and Nationality Act ("INA"), all applicable equal employment opportunity laws and requirements promulgated by any governmental authority, including, without limitation, the requirements of Title VII of the 1964 Civil Rights Act, 42 United States Code, Section 1981, Executive Orders 11246, 11375 and 11478, the Age Discrimination in Employment Act, the Americans with Disabilities Act, and the Fair Labor Standards Act; all applicable local, state, or federal environmental laws and regulations including, without limitation, the Clean Air Act, 42 USC §§ 7401-7671; the Clean Water Act, 33 USC §§ 1251-1387; the Comprehensive Environmental Response Compensation and Liability Act (CERCLA), 42 USC §§ 9601-9675; the Solid Waste Disposal Act, 42 USC §§ 6901-6992, the Toxic Substances Control Act, 15 USC §§ 2601-2692; and the Endangered Species Act of 1973, 16 USC §§ 1531-544. Contractor is solely responsible, for itself and others acting by, through or under Contractor, for compliance with the requirements of this paragraph and the other obligations of this Agreement.

3.1 IMMIGRATION. With respect to its obligations herein or in any Purchase Order, Contractor specifically warrants and agrees it (i) shall not knowingly hire or continue to employ aliens not authorized to work in the United States, (ii) has and shall continue to verify the employment documentation specified in the Immigration Act, and (iii) has and shall properly complete and retain the Immigration and Naturalization Service's Form I-9 for all its employees covered by the Immigration Act. Accordingly and pursuant to the indemnity requirements of this Agreement, Contractor agrees to defend, indemnify and hold Lennar free and harmless from and against any claims or charges asserted or filed against and any judgments, fines, penalties and assessments entered against Lennar arising from or as the result of the employment or engagement of any person inconsistent with the foregoing promises or the laws of the United States. In addition, should Contractor fail to comply with this Section, Lennar shall have the right to rescind this Agreement and/or declare Contractor in default under this Agreement and as a result Lennar will be entitled to all direct, indirect, consequential, impact, or other costs, expenses, or damages, including but not limited to costs, loss of organization, lost profits, or attorneys' fees and/or paraprofessional fees arising out of or as a result of Contractor's breach of this Section. Furthermore, at Lennar's sole discretion and as a monetary remedy for such breach, Lennar may, as liquidated damages and not as a penalty, withhold all or any portion of payments owed to Contractor for any work completed but unpaid prior to Contractor's breach.

3.2 PATENT AND COPYRIGHTS. Contractor shall assume all liability for all royalties, licenses, patent fees, and any other charges made in connection with the use of patented or copyrighted processes in connection with its Work.

3.3 ENVIRONMENTAL. Prior to commencing the Work, Contractor shall identify in writing all hazardous or toxic substances to be used in performing the Work by Contractor, and shall provide Material Safety Data Sheets ("MSDS") to Lennar for those substances. Lennar may hold any payments otherwise due Contractor until such documentation is supplied. Contractor shall immediately notify Lennar in writing of all hazardous or toxic substances discovered during the performance of the Work or otherwise brought to the job site which were omitted from any previous notification(s) and promptly provide the MSDS on those substances to Lennar. Contractor shall not allow any hazardous or toxic substances on the job site unless (i) necessarily required for the performance of its Work, and (ii) Contractor has previously provided Lennar with MSDS sheets for those substances. Contractor shall immediately notify Lennar of any spill, release or discharge of any chemical or hazardous or toxic substance by itself or any other person. As to any spill, release or discharge of any chemical or hazardous or toxic substance which is caused by Contractor or any of its employees, agents, Subcontractors, customers, or invitees, Contractor shall, at its sole expense, immediately take all reasonable, necessary and legally required actions to (i) prevent the further spread of any spill, release or discharge, and (ii) take immediate action to properly clean up said spill, release or discharge (including without limitation any soil or water contaminated by such spill, release or discharge) in full compliance with all applicable laws and regulations and any directions from Lennar.

It is acknowledged and understood that Contractor has inspected the job site, observed the environmental conditions of the job site, and reviewed and complied with Lennar's plans and specifications, including Lennar's Storm Water Pollution Prevention Plan ("SWPPP") and Dust Control Plan, and that Contractor has notice and knowledge of the environmental conditions of the job site. If, during the course of its performance of the Work, Contractor discovers a previously unidentified environmental condition, then Contractor shall immediately notify Lennar and shall not proceed with any work that would disturb such environmental condition without Lennar's approval.

3.4 STORM WATER COMPLIANCE. Contractor shall comply, and shall ensure compliance by those acting by, through or under Contractor, with Lennar's SWPPP, applicable storm water permit ("Permit"), Dust Control Plan, and Lennar's Storm Water Compliance Guidelines to the extent applicable to Contractor's work ("Guidelines") if such Guidelines have been developed at the time of this Agreement. Before beginning any work at the job site, Contractor shall review the SWPPP, Permit, and applicable Guidelines, copies of which will be available at the job site or will be made available upon Contractor's request. If required, or requested by Lennar, Contractor shall sign the SWPPP before beginning its work. To the extent applicable to its work, Contractor shall fully comply with and implement the SWPPP, including the Best Management Practices ("BMPs") described by the SWPPP and applicable Guidelines. Contractor shall take care not to damage any BMPs, including any storm water, sediment, or erosion controls, by its work, and in the event Contractor causes such damage it shall immediately report such damage to Lennar and take appropriate measures to remedy such damage. Without limiting any of its other rights or remedies provided elsewhere in this Agreement (including its right to defense and indemnification by Contractor), Lennar may offset from any payments due Contractor, or otherwise recoverable from Contractor: (i) the costs to repair or replace any BMPs damaged by Contractor; and (ii) the costs of all fines, fees, expenses and other penalties sought against or incurred by Lennar due to, in whole or in part, (a) Contractor's violation of the obligations herein, (b) Contractor's violation of the SWPPP, including violations arising from damage to BMPs caused by Contractor, or (c) Contractor's interference with the implementation of the SWPPP by Lennar or by any other party responsible for implementing the SWPPP. Failure to satisfy the obligations in this paragraph shall be deemed a material default of this Agreement, and Lennar may, without prejudice to any other right or remedy, (i) withhold any payments to Contractor under this Agreement or otherwise until Contractor has remedied its failure, and/or (ii) terminate this Agreement, withhold payments otherwise due Contractor under this Agreement or otherwise, and retain a separate contractor to complete Contractor's obligations at Contractor's expense.

3.5 DUST CONTROL COMPLIANCE. Contractor shall comply, and shall ensure compliance by those acting by, through or under Contractor, with Lennar's Dust Control Plan and applicable Dust Control Permit. Before beginning work at the job site, Contractor shall review the Dust Control Plan and Dust Control Permit, copies of which will be available at the job site or will be made available upon Contractor's request. To the extent applicable to its work, Contractor shall fully comply with and implement the Dust Control Plan and best management practices ("dust control BMPs"), including any dust control measures, devices or work practices, described by the Dust Control Plan. Contractor shall take care not to damage any dust control BMPs at the job site by its work, in the event Contractor causes such damage it shall immediately report the damage to Lennar and take appropriate measures to remedy such damage.

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without limiting any of Lennar's rights or remedies provided [illegible] including its right to indemnification by Contractor, Lennar may offset from any payment [illegible] the cost of repair of Lennar's dust control BMPs damaged by Contractor, and the fines, expenses and other liabilities sought against or incurred by Lennar due to, in whole or in part, (a) Contractor's violation of the obligations herein, (b) Contractor's violation of the Dust Control Plan, including violations arising from damage to dust control BMPs caused by Contractor, or (c) Contractor's interference with the implementation of the Dust Control Plan by Lennar or by any other party responsible for implementing the Dust Control Plan. Failure to satisfy the obligations in this paragraph shall be deemed a material default of this Agreement, and Lennar may, without prejudice to any other right or remedy, (i) withhold any payments to Contractor under this Agreement or any Purchase Order(s) hereunder or otherwise until Contractor has remedied its failure, and/or (ii) terminate this Agreement, withhold payments otherwise due Contractor under this Agreement or otherwise, and retain a separate contractor to complete Contractor's obligations at Contractor's expense.

3.6 SAFETY. Contractor is an independent contractor and shall be solely responsible for ensuring that its Work is performed in a safe manner. Nothing herein shall be deemed to be an exercise of control by Lennar of Contractor's safety obligations. Contractor shall take all reasonable and necessary safety precautions with regard to the Work, shall coordinate its safety precautions with other contractors, subcontractors, and suppliers, shall comply with all safety requirements, laws, regulations, rules or ordinances of any authority (governmental or otherwise) responsible for the safety of persons or property. Contractor shall notify Lennar, both verbally and in writing, of all injuries to Contractor's employees within eight (8) hours of the injury. Failure to adhere to Lennar's safety policies, the safety requirements of this Agreement, or the job rules shall be deemed a material default of Contractor's obligations. Contractor agrees to comply with all health and safety programs, as well as any rules promulgated by Lennar, in furtherance of Contractor duties under the Occupational Safety and Health Act. If in the opinion of Lennar the health and safety of any person or persons is endangered or appropriate safety measures are not being implemented, Lennar may (but is not required to) take such action as it deems necessary and appropriate, including without limitation, the following: (i) stop Contractor's Work or require Contractor to immediately remedy any unsafe condition caused by the Contractor at its own expense; (ii) shut the Project or job site down, in whole or in part, until any unsafe condition is remedied; (iii) remedy any unsafe condition caused by Contractor at Contractor's sole expense; (iv) terminate this Agreement and hold Contractor fully liable for any losses incurred by Lennar as a result of the Contractor-caused unsafe condition and such termination; and/or (v) recover against Contractor all fines or penalties assessed by any authority (governmental or otherwise) and caused by or alleged to have been caused by Contractor.

3.7 Contractor acknowledges that it has reviewed all provisions of Lennar's Environmental Management Policy, including Lennar's SWPPP and Dust Control Plan, and that it has reviewed, signed, and returned Lennar's Trade Partner BMP Compliance Measures.

4. JOB RULES: Contractor is solely responsible for complying with and ensuring compliance by its employees and its Subcontractors with (i) Lennar's Code of Safe Practices, (ii) other Lennar policies concerning safety, reasonable restrictions on use and access to the job site by unauthorized personnel, and (iii) the other rules and policies concerning Lennar's work and as set forth in Schedule D to this Agreement. Upon failure to so comply, Lennar may, in addition to the other remedies herein, stop Contractor's Work and/or terminate this Agreement.

5. LIENS AND BOND CLAIMS: Contractor shall keep the Work and the real property being improved by Contractor free and clear of any liens, stop notices, fund trapping notices, or bond claims of any kind whatsoever (collectively "Lien or Bond Claims"), to the extent such Lien or Bond Claims (a) relate to Contractor's Work, or (b) are for any monies due or allegedly due (i) Contractor or any Subcontractor, (ii) any factoring company, lender (secured or unsecured), or (iii) any other entity claiming by, through, or under Contractor or any Subcontractor (collectively the "Lien Claimants"). In the event a Lien or Bond Claim is filed or threatened to be filed by any Lien Claimant, Contractor shall, at Lennar's sole election, immediately (i) settle and resolve such claim and obtain a full waiver and release of the Lien or Bond Claim from the Lien Claimant, or (ii) provide a statutory bond acceptable to Lennar that will bond around or discharge such Lien or Bond Claim. Should Contractor fail to do so, Lennar may, without additional notice to Contractor, (i) settle, bond or discharge the lien or bond claim in any manner Lennar deems appropriate, and charge the costs thereof (including payment of the lien, stop notice or fund trapping notice, or bond claim amount, premiums for bonds, overhead, costs, and reasonable attorneys' fees and paraprofessional fees) to Contractor, and/or (ii) withhold further payments to Contractor under this Agreement or otherwise until Contractor has complied with its obligations herein. Lennar's obligations to pay such costs is not limited to any monies, if any, then due or to become due Contractor under any contract between Lennar and Contractor. Contractor has not and shall not assign any right or claim for payment from Lennar or any right to perfect a lien against the Work or real property to any third person. Any assignment or attempted assignment shall be unenforceable against Lennar, and shall be deemed a material default of this Agreement. Contractor shall include substantially identical language to this Section 5 in all subcontracts of any Subcontractor, and shall also require that all Subcontractors shall waive and release all liens and claims to liens as a condition to their receiving payment.

5.1 At Lennar's request, Contractor shall provide the following to Lennar: (i) Proof of payment for labor, equipment or material or equipment supplied for the Work or any other obligation for payment arising from the Work; (ii) an affidavit stating that every Subcontractor has been paid in full up to and including the date of any payment application, along with the names of any such person or entity who has not been paid in full and the amount due each; (iii) a Partial Waiver and Release of Lien executed by Contractor or any Subcontractor, in a form acceptable to Lennar, indicating their waiver and release of all lien rights for any part of the Work performed as of the date of Contractor's payment therefore; and, (iv) prior to final payment for the Work, a Final Lien Waiver and Release from Contractor and/or any Subcontractor. If Lennar believes that Contractor's financial circumstances will affect Contractor's performance of its obligations herein, Lennar may take any other precautionary action it deems reasonably necessary to protect its interests including, without limitation, (i) the right to request additional financial assurances from Contractor, (ii) the right to require Contractor to post, at Contractor's cost, a payment bond, (iii) the right to withhold all or any portion of payments due Contractor, or (iv) the right to make payments jointly to Contractor and any person claiming monies from Contractor or any Subcontractor.

[***DIVISIONS: PLEASE CHECK APPROPRIATE BOX WHETHER UTILIZING CONDITIONAL OR UNCONDITIONAL LIEN WAIVERS***]

5.2 CONDITIONAL/UNCONDITIONAL LIEN WAIVER:

☐ CONDITIONAL LIEN WAIVER: At such time as an invoice is submitted, and as a condition to receiving payment, Contractor shall execute and furnish to Lennar a notarized conditional lien release acknowledging receipt of all payments through the period covered by the current invoice and shall, upon request by Lennar, cause all of its Subcontractors to execute similar lien waivers acknowledging receipt of all payments due through the period covered by the current invoice, to the extent payment is actually received. Contractor shall also submit unconditional notarized lien releases from itself and all Subcontractors for payments previously made by Lennar. The lien waivers required to be delivered to Lennar by Contractor under this Agreement shall be original executed waivers, not photocopies, and shall comply with all applicable laws regarding such lien waivers. Contractor shall also comply with all procedural requirements of laws of the State that govern this Agreement with respect to the enforceability of such lien waivers. Regardless of this section, Contractor agrees to provide Lennar with materials and supplies that are free and clear of any debt or lien against said materials or supplies. Upon receipt of final payment for the Work, Contractor shall (from itself and all Subcontractors) provide a Final Unconditional Lien Waiver and Release to Lennar for each property for which the Work was provided.

☐ UNCONDITIONAL LIEN WAIVER: At such time as payment is made, and as a condition for such payment, Contractor shall execute and furnish to Lennar a notarized unconditional lien release acknowledging receipt of all payments through the period covered by the current invoice and shall, upon request by Lennar, cause all of its Subcontractors to execute similar lien waivers acknowledging receipt of all payments due through the period covered by the current invoice. The lien waivers required to be delivered to Lennar by Contractor under this Agreement shall be original executed waivers, not photocopies, and shall comply with all applicable laws regarding such lien waivers. Contractor shall also comply with all procedural requirements of laws of the State that govern this Agreement with respect to the enforceability of such lien waivers. Regardless of this section, Contractor agrees to provide Lennar with materials and supplies that are free and clear of any debt or lien against said materials or supplies. Upon receipt of final payment for the Work, Contractor shall (from itself and all Subcontractors) provide a Final Unconditional Lien Waiver and Release to Lennar for each property for which the Work was provided.

6. LENNAR'S EQUIPMENT: Should Contractor or any Subcontractor use equipment, scaffolding or other facilities of Lennar or another contractor, it is understood and agreed that (i) Contractor and Subcontractor shall fully inspect and become familiar with the proper and safe use of

[redacted] Contractor and Subcontractor shall properly train and supervise its personnel in connection with and [redacted] and safe operation of [redacted] equipment, building and facilities, and (ii) Contractor and Subcontractor shall not permit any [redacted] equipment, scaffolding or other facilities. Contractor and Subcontractor waive all claims and [redacted] and assumes full responsibility for any and all loss, cost, expense (including all attorneys' fees and paraprofessional fees), damage, or injury arising therefrom.

7. **SECURITY:** Contractor shall be solely responsible for providing security for its Work, tools, equipment, materials or other property. Regardless of whether Lennar provides security at the Project, Lennar shall not be responsible for theft, vandalism or loss to any of Contractor's or Subcontractor's Work, tools, equipment, materials or other property.

8. **CLEAN UP:** Contractor shall maintain a tidy job site and Community and clean up and haul away all debris, rubbish, hazardous or toxic discharges and surplus materials ("Construction Debris") on a daily basis and properly dispose of such Construction Debris in an authorized trash bin or at a licensed or certified landfill. In addition, Contractor will leave the job site, subject property and, if applicable, the building premise(s) clean and in good order. These obligations are in addition to Contractor's obligations under any other section of this Agreement. If, after 24 hours notice by Lennar's representative to Contractor's representative, Contractor has not diligently proceeded with the clean-up as outlined in this Section, then Lennar shall have the right to proceed with the clean-up at Contractor's expense.

9. **INSURANCE:** Before starting Work, Contractor shall procure and maintain at its own expense the insurance set forth in Schedule C hereto, which requirements are incorporated by this reference as though set forth in full herein.

10. **EXPRESS WARRANTIES:** Contractor expressly warrants to Lennar, Lennar's customers, or any subsequent owner of a structure constructed by Lennar (collectively "Warranty Beneficiaries"), that its Work shall be performed in a good and workmanlike manner, free from defects in workmanship or materials, and in strict accordance with (i) the plans and specifications, (ii) any applicable manufacturer's specifications, recommendations or requirements, and (iii) all applicable industry standards, codes, or other rules or regulations applicable to the performance of the Work. This warranty section is in addition to warranties provided by law. Any portion of Contractor's Work not complying with the foregoing shall be considered defective. Contractor shall also require each of its Subcontractors to give to Lennar the same warranty regarding the Subcontractor's work. Contractor shall, within two (2) working days of notification by Lennar, repair or replace any defective Work unless the warranty work could not reasonably be performed within such time period, in which event the warranty work shall be performed as quickly as reasonably possible. In the event of an emergency (as determined by Lennar), the Contractor shall perform its warranty work within eight (8) hours. In addition, a seven (7) day-a-week and a twenty-four (24) hour on-call emergency service must be provided by Contractor and any Subcontractor providing roofing, plumbing, electrical and/or HVAC work.

10.1. Extended Warranties. In addition to the foregoing warranties, Contractor shall also, (a) for a period of twelve (12) months from (i) the *date of close of escrow* between Lennar and its homebuyers for Work associated with a structure or associated site work intended to be used primarily for residential purposes, or (ii) *final completion of the Work* for all other types of Work, repair or replace *any defective Work*, and perform Lennar's obligations under any applicable warranty insurance programs (the "One Year Warranty"); (b) for a period of twenty-four (24) months from the (i) the date of close of escrow between Lennar and its homebuyers for Work associated with a structure or associated site work intended to be used primarily for residential purposes, or (ii) *final completion of the Work* for all other types of Work, repair or replace any defective Work associated with any *heating, cooling, mechanical and electrical systems* (the "Systems") installed by Contractor, and perform Lennar's Systems obligations under any applicable warranty insurance programs (the "Two Year Warranty"); and (c) for a period of one-hundred twenty (120) months from (i) the *date of close of escrow* between Lennar and its homebuyers for Work associated with a structure or associated site work intended to be used primarily for residential purposes, or (ii) *final completion of the Work* for all other types of Work, repair or replace any defective Work, associated with *structural damage*, and perform Lennar's obligations under any applicable warranty insurance programs (the "Ten Year Warranty"). The foregoing obligations exist so long as the defect(s) arose or existed during the relevant extended warranty periods, and even if such defects were not observed until after the expiration of the extended warranty period. Should Lennar perform any of Contractor's warranty work (extended or otherwise), Contractor shall reimburse Lennar for the cost of repairing or replacing such defective Work. Notwithstanding anything to the contrary herein, should any state or federal law impose a warranty, express or implied, or any other obligation to repair, replace or pay for defective work arising from Contractor's Work that is longer than the time period set forth in this paragraph, Contractor's warranty obligation period shall be deemed to extend for the duration of the applicable state or federal law.

10.2 Manufacturer's Warranties. Prior to the earlier of completion of Work or upon the termination of this Agreement, Contractor shall provide Lennar with any and all applicable manufacturer's warranties on equipment, materials or appliances furnished pursuant to this Agreement. Contractor shall fully cooperate with Lennar in making any claim on any manufacturer's warranty.

11. **EXTRA WORK/CHANGES:** NO EXTRA WORK OR CHANGES SHALL BE PERFORMED BY CONTRACTOR OR PAID FOR BY LENNAR UNLESS (i) SPECIFICALLY AUTHORIZED IN WRITING BY LENNAR'S CONSTRUCTION SUPERINTENDENT, AND (ii) A WRITTEN PURCHASE ORDER IS SIGNED BY BOTH CONTRACTOR AND LENNAR'S CONSTRUCTION SUPERINTENDENT PRIOR TO COMMENCING ANY EXTRA WORK OR CHANGES. NO EMPLOYEE OR REPRESENTATIVE OF LENNAR IS AUTHORIZED TO MAKE ANY VERBAL AGREEMENT WAIVING THIS PROVISION, AND CONTRACTOR AGREES THAT IT SHALL NOT RELY ON ANY VERBAL AGREEMENT IN PERFORMING ANY WORK.

12. **PAYMENT:** The price for the Work and additional terms for payment shall be set forth in the Purchase Order. Lennar has no obligation to pay Contractor for any Work performed prior to execution of a written Purchase Order which specifically covers such Work. No payment shall be due unless Contractor has otherwise satisfied all obligations set forth in this Agreement.

12.1 Payment shall be made in accordance with Lennar's standard practices. Payment will only be considered for Work properly performed, inspected and accepted as of the date of the payment request. As a condition precedent to any payment, Contractor shall (i) submit a request for payment to the Lennar address noted below, (ii) utilize a payment request form acceptable to Lennar, (iii) deliver executed lien waivers and releases in accordance with Section 6.2, and (iv) submit all other documentation reasonably required by Lennar to establish Contractor's entitlement to funds. No payment shall be deemed to constitute acceptance by Lennar of any defective or unacceptable Work.

12.2 All payments to Contractor are trust funds and shall first be used for the full payment of all Subcontractors. Contractor shall ensure that all Subcontractors are at all times fully and timely paid all amounts due in connection with the Work. Contractor shall immediately notify Lennar of any claims or disputes involving any Subcontractor. When Lennar learns of any claim or dispute, Lennar may (i) withhold payments otherwise due Contractor until the claim or dispute is resolved to Lennar's satisfaction, (ii) issue joint checks to Contractor and any claimant, or (iii) deposit any disputed funds into the registry of a court of law. Contractor shall reimburse Lennar for any costs incurred by Lennar as a result of such claims or disputes. Should any dispute arise after payment by Lennar, Contractor shall immediately deposit any payments made relating to such labor or material into an interest-bearing account and shall only use this money to resolve such claims or disputes.

12.3 Lennar may, but is not required to, withhold retainage from each payment as provided by applicable law, and shall release such retainage when (a) Contractor has fully performed its obligations herein (save and except future extended warranty obligations), (b) Contractor has provided final lien releases and waivers (conditioned only upon receipt of the retainage) from itself and all Subcontractors, and (c) the legal time period for holding such retainage has expired. In the absence of any legally required amount, the maximum retainage shall equal ten (10%) percent of each payment.

12.4 Lennar may, at its option, issue, file, and/or record with the appropriate regulating agency, a Notice of Completion. By issuing, filing, and/or recording said notice of completion, Lennar does not release the Contractor from any of Contractor's obligations under this Agreement and/or any Purchase Order issued hereunder. Without limiting the generality of the foregoing, in no event shall the issuance, filing, and/or recordation of a notice of completion be deemed to commence any warranty obligations with respect to the Work performed by Contractor, as such warranty obligations are set forth in this Agreement.

13. **REMEDIES AND TERMINATION:** In addition to and without limiting Lennar's other remedies set forth herein or as otherwise provided by law, Lennar shall have the following rights:

[redacted]

Contractor fails to make prompt and proper payment for labor, materials, equipment or services provided by, through or under Contractor, or if Contractor fails to remedy defective Work or fails to perform warranty services or repairs within the time periods set forth in this Agreement, or should Contractor cause damage to the work of another contractor and/or subcontractor, or if Lennar is fined by any governmental agency on account of or arising out of the violation by Contractor or any Subcontractor of any law, or should Contractor fail in Lennar's sole judgment to prosecute its Work diligently and promptly, or if Contractor otherwise breaches any of its obligations in this Agreement or any of its other agreements with the Lennar division for which Contractor is performing the Work herein, or if Lennar has a reasonable basis to believe that Contractor will not be able to properly perform all of its obligations in this Agreement or under any Purchase Order, Lennar may, without prejudice to any other right or remedy in this Agreement or any law and after giving Contractor forty-eight (48) hours written notice, (i) terminate this Agreement and take possession of Contractor's materials, tools, equipment and appliances thereon and finish the Work by whatever method it may deem expedient in its sole discretion, (ii) withhold payment otherwise due Contractor until the Work is completed and accepted, or until defective Work is remedied, or until warranty services are properly performed, or until such breach has been remedied, (iii) stop the Work until such breach has been cured to Lennar's satisfaction, and/or (iv) furnish or cause to be furnished additional labor or materials at Contractor's expense. If the costs of completing the Work, furnishing additional labor or materials, or remedying Contractor's breach do not exceed the unpaid balance under the applicable Purchase Order(s), and if Contractor is otherwise entitled to receive payment, Lennar shall pay the difference (less a reasonable sum to ensure Contractor's performance of any remaining warranty obligations) to Contractor upon completion of the Work. If such expenses of completing the Work or remedying Contractor's breach exceed the unpaid balance under the applicable Purchase Order(s), Lennar may offset the difference against any amounts due Contractor under this Agreement or other purchase order, contract, or other agreement. Upon demand, Contractor shall pay the difference to Lennar plus any and all costs, expenses and attorneys' fees and paraprofessional fees incurred by Lennar in enforcing or performing any of Contractor's obligations under this Agreement.

13.2 Lennar shall also have the right to terminate this Agreement or any Purchase Orders or portions thereof issued to Contractor without cause and for Lennar's convenience. In such event, Contractor shall be paid only for that Work actually performed as of the date of termination, and Contractor waives recovery for any other costs or damages, direct or consequential including without limitation prospective profits, on Work not performed.

13.3 Should Contractor breach any of its obligations in this Agreement, Lennar shall be entitled to recover against Contractor any reasonable and necessary attorneys' fees and paraprofessional fees, costs and expenses incurred by Lennar in pursuing claims against Contractor.

14. DEFENSE AND INDEMNITY: TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AND IN CONSIDERATION OF THE SUM OF ONE HUNDRED DOLLARS ($100.00), WHICH SUM IS INCLUDED IN THE PRICE(S) ESTABLISHED UNDER THE PURCHASE ORDER(S), THE ADEQUACY AND RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, CONTRACTOR HEREBY AGREES TO UNCONDITIONALLY DEFEND, INDEMNIFY AND HOLD HARMLESS LENNAR, ITS PARENT, AFFILIATES, SUBSIDIARIES, PARTNERS, JOINT VENTURERS, OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS, EMPLOYEES, INSURERS, SURETIES, ANY OWNER OF REAL PROPERTY IMPROVED OR ALLEGED TO HAVE BEEN IMPROVED BY THE CONTRACTOR, OR ANY OF THEM (COLLECTIVELY "INDEMNITEES") AGAINST ANY AND ALL CIVIL OR CRIMINAL LIABILITIES, COSTS, EXPENSES, CLAIMS, DEMANDS, CAUSES OF ACTION, LIEN CLAIMS, THREATS OF LIENS, STOP NOTICES, FUND TRAPPING NOTICES, BOND CLAIMS, PENALTIES, FINES, CITATIONS, LOSSES, AND DAMAGES (INCLUDING COURT COSTS, ATTORNEYS' FEES AND PARAPROFESSIONAL FEES, AND COSTS OF INVESTIGATION), OF ANY NATURE, KIND, OR DESCRIPTION, ARISING OUT OF, IN CONNECTION WITH, CAUSED BY, ALLEGED TO HAVE BEEN CAUSED BY, OR RESULTING FROM, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, (1) THE WORK, LABOR, MATERIALS, EQUIPMENT OR SERVICES PERFORMED OR SUPPLIED OR ALLEGED TO HAVE BEEN PERFORMED OR SUPPLIED BY CONTRACTOR OR ANY OF ITS SUBCONTRACTORS, (2) ANY ACT OR OMISSION OF CONTRACTOR OR ANY OF ITS SUBCONTRACTORS, OR (3) ANY ACT OR OMISSION OF LENNAR OR LENNAR'S OTHER CONTRACTORS, SUBCONTRACTORS, OR SUPPLIERS OR ANY OF THEIR EMPLOYEES, AGENTS, INVITEES OR ANY PERSON ACTING BY, THROUGH OR UNDER LENNAR OR LENNAR'S OTHER CONTRACTORS, SUBCONTRACTORS, OR SUPPLIERS (COLLECTIVELY "LIABILITIES"). THE OBLIGATIONS OF CONTRACTOR UNDER THIS INDEMNIFICATION SHALL APPLY TO LIABILITIES EVEN IF SUCH LIABILITIES ARISE FROM OR ARE ATTRIBUTED TO THE CONCURRENT NEGLIGENCE OF ANY INDEMNITEE. NOTWITHSTANDING THE FOREGOING, CONTRACTOR SHALL NOT BE OBLIGATED UNDER THIS AGREEMENT TO INDEMNIFY THE INDEMNITEES TO THE EXTENT SUCH LIABILITIES RESULT FROM THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE. CONTRACTOR SHALL, AT ITS EXPENSE, ASSUME THE DEFENSE OF THE INDEMNITEES, OR ANY OF THEM, AND SHALL CONDUCT SUCH DEFENSE WITH DUE DILIGENCE AND IN GOOD FAITH WITH COUNSEL SATISFACTORY TO LENNAR. SHOULD CONTRACTOR BREACH ITS DEFENSE AND INDEMNITY OBLIGATIONS, LENNAR MAY, AND WITHOUT RELIEVING CONTRACTOR OF ITS INDEMNITY OBLIGATIONS, ASSUME ANY DEFENSE OBLIGATION AND TRY OR SETTLE SUCH CLAIM, AND CONTRACTOR (1) SHALL REIMBURSE LENNAR FOR ALL COSTS AND EXPENSES INCURRED OR PAID BY ANY INDEMNITEE IN THE DEFENSE, SETTLEMENT, TRIAL OR ARBITRATION, AND (2) PAY ANY JUDGMENT OR AWARD OBTAINED AGAINST THE INDEMNITEES OR ANY OF THEM. NEITHER THE INDEMNITY OBLIGATIONS UNDER THIS SECTION, NOR ANY COMMON LAW AND/OR STATUTORY CONTRIBUTION RIGHTS OR OTHER RIGHTS OF LENNAR OR ANY INDEMNITEE, SHALL BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGE, COMPENSATION, OR BENEFITS PAYABLE BY OR FOR THE CONTRACTOR OR LENNAR UNDER INSURANCE POLICIES, WORKERS' COMPENSATION ACTS, DISABILITY BENEFIT ACTS, OR OTHER EMPLOYEE BENEFIT ACTS. THIS PROVISION IS SEPARATE AND DISTINCT FROM, AND IN ADDITION TO, ANY OTHER PROVISION OR SECTION IN THIS AGREEMENT, INCLUDING ANY PROVISION OR SECTION CONCERNING INDEMNIFICATION AND PROCUREMENT OF INSURANCE. IT IS SPECIFICALLY AGREED WITH RESPECT TO ANY LEGAL LIMITATIONS NOW OR HEREAFTER IN EFFECT AND AFFECTING THE VALIDITY OR ENFORCEABILITY OF THE INDEMNIFICATION OBLIGATION UNDER THIS SECTION, THAT SUCH LEGAL LIMITATIONS ARE MADE A PART OF THE INDEMNIFICATION OBLIGATION AND SHALL OPERATE TO AMEND THE INDEMNIFICATION OBLIGATION TO THE MINIMUM EXTENT NECESSARY TO BRING THE PROVISION INTO CONFORMITY WITH THE REQUIREMENTS OF SUCH LIMITATIONS, AND AS SO MODIFIED, THE INDEMNIFICATION OBLIGATION SHALL CONTINUE IN FULL FORCE AND EFFECT, EVEN AFTER COMPLETION OF THE WORK OR TERMINATION OF THIS AGREEMENT. EXCEPT AS EXPRESSLY PROVIDED OTHERWISE, IT IS THE SPECIFIC INTENT OF THIS INDEMNITY THAT THE CONTRACTOR IS INDEMNIFYING THE INDEMNITEES FROM ACTS OF NEGLIGENCE OF INDEMNITEES.

In any and all claims against Lennar hereunder by any employee of Contractor or any employee of any other person or entity acting by, through or

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[redacted] obligations in this Paragraph shall not be limited [redacted] payable by or for Contractor or any subcontractor or [redacted] benefit acts and Contractor expressly waives any right [redacted] that it or its insurers may have against the Indemnitees or any of them. In addition, in no event shall Contractor's obligations hereunder be limited to the extent of any insurance available to or provided by Contractor. The indemnity obligations in this Agreement shall not be limited by the insurance required to be provided by Contractor pursuant to this Agreement; nor shall the insurance requirements of this Agreement be limited by the indemnity obligations of this Agreement.

15. WAIVER OF JURY TRIAL/ARBITRATION: TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, AND AFTER CONSULTING WITH LEGAL COUNSEL OF THEIR OWN CHOOSING, CONTRACTOR AND LENNAR, ON BEHALF OF THEMSELVES AND ANY PERSON OR ENTITY ACTING BY, THROUGH OR UNDER THEM, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY AGREE TO WAIVE THE RIGHT TO TRIAL BY JURY IN CONNECTION WITH ANY LITIGATION OR JUDICIAL PROCEEDING RELATING TO OR CONCERNING, DIRECTLY OR INDIRECTLY, THIS AGREEMENT OR ANY OTHER RIGHTS OR OBLIGATIONS BETWEEN LENNAR, CONTRACTOR AND ALL PERSONS ACTING BY, THROUGH OR UNDER LENNAR OR CONTRACTOR. LENNAR AND CONTRACTOR ACKNOWLEDGE THAT SEPARATE AND GOOD AND VALUABLE CONSIDERATION HAS BEEN PROVIDED BY EACH FOR THIS WAIVER. THIS WAIVER SHALL APPLY TO THIS AGREEMENT, ANY FUTURE AMENDMENTS, SUPPLEMENTS OR MODIFICATIONS OF THIS AGREEMENT, AND ANY FUTURE CHANGE ORDERS OR PURCHASE ORDERS. NOTWITHSTANDING THE FOREGOING, IF (A) LENNAR IS A PARTY TO A LAWSUIT, IS REQUIRED TO TRY THE DISPUTE BEFORE A JURY, AND BELIEVES THAT CONTRACTOR IS LIABLE IN WHOLE OR IN PART, FOR THE CLAIMS BEING MADE IN THE LAWSUIT, THEN THIS WAIVER OF JURY TRIAL SHALL NOT APPLY; OR (B) LENNAR IS A PARTY TO AN ARBITRATION ACTION, IS REQUIRED TO TRY THE DISPUTE BEFORE AN ARBITRATOR(S), AND BELIEVES THAT CONTRACTOR IS LIABLE, IN WHOLE OR IN PART, FOR THE CLAIMS BEING MADE IN THE ARBITRATION, THEN LENNAR AND CONTRACTOR AGREE THAT THE DISPUTES BETWEEN THEM WILL BE FULLY AND FINALLY RESOLVED IN SUCH ARBITRATION AND IN ACCORDANCE WITH THE ARBITRATION ACT AND ARBITRATION RULES THEN GOVERNING THE ARBITRATION, AND NOT BY JUDGE OR BY JURY. LENNAR AND CONTRACTOR SPECIFICALLY AGREE THAT THIS AGREEMENT INVOLVES INTERSTATE COMMERCE, AND THAT ANY ARBITRATION SHALL BE GOVERNED BY THE FEDERAL ARBITRATION ACT.

16. INDEPENDENT CONTRACTOR/AUTHORITY: Contractor is acting as an independent contractor and not a partner or joint venturer of Lennar. Lennar is solely responsible for the employment, acts, errors, omissions, control and direction of its employees, agents, and Subcontractors. Nothing contained in this Agreement shall authorize or empower Contractor to assume or create any responsibility whatsoever, express or implied, on behalf of or in the name of Lennar, or to bind Lennar in any manner, or make representation, warranty, or commitment on behalf of Lennar, or purchase materials or otherwise incur debts in Lennar's name.

17. CONTRACTOR REGULATION: To the extent required by law, Contractor warrants that it is licensed to perform the Work under the applicable Purchase Order(s). Contractor shall maintain all required permits and licenses in good standing at all times.

18. CUSTOMER APPRECIATION GIFTS OR EVENTS: Lennar periodically gives its contractors and contractors' employees customary and nominal tokens of its appreciation, such as logo and non-logo apparel, rounds of golf, spa days, meals, materials and other "customer appreciation" gifts or outings. Contractor acknowledges and agrees that this is customary in the industry and does not constitute an attempt to improperly influence Contractor or Contractor's employees and does not and will not give rise to any claims for civil or criminal misconduct. Lennar fully understands that as a consequence of accepting any tokens of appreciation from Lennar, Contractor or Contractor's employees will be under no obligation to Lennar other than those contained in this Agreement. In order to ensure that Contractor is aware of this practice, Contractor expressly agrees that Lennar may, *at Lennar's sole discretion, without any obligation on the part of Lennar and without further notice to Contractor*, provide similar tokens of appreciation to Contractor or Contractor's employees without the need to obtain additional written or verbal consent from Contractor.

19. NO GIFTS: Neither Contractor nor any partner, director, employee, or agent of Contractor shall, without specific written authorization of Lennar, give to or receive from any person or entity, including without limitation, any officer or employee of any governmental or quasi-governmental agency, department, or instrumentality, any commission, fee, rebate, gift or loan of significant cost or value in connection with or as a result of Contractor's Work provided hereunder (excluding Gifts from Lennar pursuant to Section 18), to influence any decision, or to gain any other advantage for Lennar or Contractor. Contractor shall not (a) enter into any business arrangement with any partner or employee of Lennar, or any affiliate of same other than one acting in a capacity as a representative of Lennar or such affiliate in accordance with this Agreement and with the prior written approval of Lennar or (b) engage in any employment or enter into any contract or agreement that conflicts with Contractor's obligations under this Agreement. In the event of a violation of this Section, Contractor shall pay to Lennar any and all amounts received by Contractor or any other individual or entity described above, however, such payment shall not limit, or operate as a waiver of, any other legal or equitable rights which Lennar may have against Contractor at law, in equity, or under this Agreement. Due to the nature of this transaction and the potential exposure to various forms of fines, penalties, sanctions and other damages to Lennar's business and reputation, all of which are, at the date of executing this Agreement, impractical and extremely difficult to ascertain in advance, Lennar and Contractor agree that if Lennar terminates this Agreement due to the breach of this Section, then, as the monetary remedy for such breach and at Lennar's election and, as liquidated damages and not as a penalty, Contractor agrees that Contractor shall not be paid any amounts billed but unpaid for Contractor's compensation for Work completed prior to the termination date, as provided in Section 13. This provision shall not be construed as a waiver of Lennar's right to obtain temporary or permanent injunctive relief for any breach or threatened breach by Contractor of this Section. In addition to the remedies available under this Section, and at Lennar's election, Lennar shall also be entitled to injunctive remedies for breach of this Section, including without limitation, rescission.

20. STANDARDS OF BUSINESS ETHICS: Contractor represents that it has not and will not receive or give gifts or gratuities, nor participate in any other conduct in connection with this Agreement or any Purchase Order that violates the Standards of Business Ethics and Conduct of Lennar ("Lennar's Business Ethics") (*see* www.Lennar.com). Should any employee of Lennar or any of its Trade Partners engage in any conduct which Contractor believes is in violation of Lennar's Business Ethics, Contractor shall immediately notify Lennar's representatives in writing at the address provided herein. Violation of Lennar's Business Ethics by Contractor shall be deemed a material breach of this Agreement by Contractor.

21. MISCELLANEOUS:

21.1 Lennar and Contractor acknowledge that they have read, understand, and have had the opportunity to be advised by legal counsel of their own choosing as to each and every one of the terms, conditions, and restrictions and the effect of all the provisions of this Agreement. Lennar and Contractor agree that the provisions shall not be construed more strictly against the party who prepared the document.

21.2 Neither this Agreement nor any Work to be performed under any Purchase Order nor the right to payment under this Agreement shall be assigned by Contractor without the written consent of Lennar, which consent may be withheld at Lennar's sole discretion.

21.3 This Agreement may be assigned by Lennar to any mortgagee or subsequent owner of the project who assumes Lennar's obligations under this Agreement. Contractor shall perform the Work and fulfill its obligations hereunder for the benefit of such assignee, so long as the assignee is making proper payment to Contractor. In the event of such assignment, Lennar shall be relieved of all liability accruing after such assignment. This Agreement shall be binding on the successors, heirs, and permitted assigns of the parties.

21.4 This Agreement, the attached Schedules and the Purchase Order(s) issued by Lennar to Contractor embody the entire agreement between Lennar and Contractor and supersede any prior understandings or oral or written agreements between the parties. This Agreement, including this provision, cannot be amended except by written instrument executed by Lennar and Contractor. Invalidation of any term or condition of this Agreement by judgment, arbitration award or court order or otherwise shall not affect the validity or enforceability of the remaining terms and conditions.

21.5 All notices given under this Agreement shall be in writing personally delivered or mailed certified or registered return receipt requested postage prepaid. Notices to Lennar and Contractor will be sent to the addresses noted in this Agreement. Either party may change the address at which it will receive notice by giving written notice in accordance with this provision.

[redacted]

21.7 In no event shall either party be entitled to any interest on any sum due hereunder in excess of that permitted by applicable law. Notwithstanding anything to the contrary herein, any reference herein to interest accruing on any sum due hereunder shall be deemed to be the lower of: the interest rate stated herein or the maximum rate allowed by law.

21.8 TIME IS OF THE ESSENCE OF THIS AGREEMENT. Any covenants, terms and conditions of a continuing nature shall survive final payment, completion, and acceptance of the Work under this Agreement and any applicable Purchase Order and any termination or conclusion of this Agreement and Contractor has taken into consideration and made allowances for all the hindrances and delays incident to its Work.

21.9 This Agreement shall be deemed entered into in the state where the Project or job site is located and shall be interpreted and applied in accordance with the laws of the state where the Project or job site is located.

21.10 Contractor agrees to perform all of its obligations in strict accordance with the terms of this Agreement and in strict accordance with any contract and/or agreement between Lennar and any owner of the property being improved, and in complete satisfaction of such contract and/or agreement between Lennar and such owner. Such contract and/or agreement, to the extent applicable to Contractor's Work, shall be deemed to be a part of this Agreement.

21.11 The venue for any disputes between Lennar and Contractor shall be as follows: (1) Third Party Actions – If Lennar is involved in litigation or arbitration with a third party and Lennar or any other party joins Contractor as a party to the litigation or arbitration, Contractor consents to be joined in that same venue; (2) Other Actions or Disputes – In all other situations, venue shall be in the state or federal court located in the state and county where the Project is located.

21.12 Upon reasonable notice, at reasonable times, and at Lennar's cost, Lennar or a third-party retained by Lennar shall have the right to access and audit Contractor's books, records and documentation for the purpose of auditing Contractor's performance of its obligations under this Agreement or Purchase Order. Contractor shall cooperate by identifying and gathering documentation relating to Contractor's performance of its obligations.

21.13 Contractor shall, upon Lennar's request and at Contractor's cost, provide training to Lennar and its Trade Partners as to any product or service provided by Contractor. Contractor and Lennar shall reasonably cooperate in choosing the time, place and frequency of such training.

21.14 To the extent of any conflict or inconsistency between the terms and conditions of the documents set forth below, whether existing or entered into at a later date, the documents shall prevail and take precedence in the order listed below:

a. This Agreement;
b. Any Purchase Order;
c. Any other agreements between Contractor and Lennar.

21.15 By signing below, the undersigned certifies that he or she is authorized to execute this Agreement and is taking this action with full authority from the principal.

21.16 This Agreement may be executed in any number of counterparts, a complete set of which shall be deemed to be an original and all of which together shall comprise but a single instrument. Signatures may be given via facsimile transmission and shall be deemed given as of the date of the transmission of this Agreement by facsimile to the other party.

21.17 Contractor acknowledges and understands that all information relating in any way to Lennar or its business or affairs, whether written or oral, obtained by Contractor in connection with the Work provided as part of this Agreement or otherwise and any information regarding the nature and extent of this Agreement ("Confidential Information"), shall, unless otherwise specified by Lennar in writing be deemed confidential. Contractor acknowledges and understands that Contractor's unauthorized disclosure of any Confidential Information would be extremely prejudicial to Lennar.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CONTRACTOR: Raul Martinez

By (Signature): [signature]

Title: owner Date: 9-7-07

Address: p.o Box 735

Summerville SC 29484

<ENTER APPLICABLE LENNAR AFFILIATE>

By: _____

Name: _____

Title: _____

Address: _____

_____