#  Subcontractor Agreement

Subcontractor's Responsibilities. Subcontractor agrees to furnish all materials, labor, supervision, tools, equipment and supplies as necessary to complete the scope of work (the “Work”) authorized and defined in each Subcontract Work Order (the “Work Order”) to be issued, executed, and made part of this Master Subcontract Agreement (the “Master Subcontract”). All Work shall be performed in accordance with the Terms and Conditions, and form part of this Master Subcontract, unless specifically modified by the Work Order. It is understood that in the event that Subcontractor performs Work without a Work Order on behalf of Contractor and at Contractor’s specific direction, that the terms of this Master Subcontract shall be binding upon both parties until such time as these terms are modified or expanded by the Work Order. Subcontractor agrees that any modification contained in any Work Order shall only apply to that particular Work Order, and shall not apply to any other Work Order.

Subcontractor’s work shall consist of the scope of work set forth in each work order.

Before commencing the subcontract work, and as a condition precedent for payment, the Subcontractor shall purchase and maintain insurance, in conformance with the provisions contained in the section of this document titled “Insurance Provisions”. This insurance will defend and indemnify LLC against claims arising out of the Subcontractor’s operations under this Agreement. This insurance shall apply if the operations, actions, derelictions or failures to act, from which the claim arises, are attributable to the Subcontractor, any of its consultants, officers, agents, subcontractors, employees, or anyone directly or indirectly employed by any of the them, including anyone for whose acts any of the aforementioned may be liable by operation of statute, government regulation, or applicable case law.

Proof of this insurance shall be provided to the Contractor before the work commences, as set forth below. Prior to commencement of any work, and within fifteen (15) days of any policy renewal that occurs while any work is on-going under this Agreement, Subcontractor shall provide LLC certificates of insurance evidencing the insurance policies below, including evidence of additional insured status and waivers of subrogation where required. LLC reserves the right to refuse to accept policies from companies with an A.M. Best Rating of less than A- VII. Subcontractor, or its insurers, shall provide thirty (30) days advance written notice to LLC in the event of cancellation or material modification of any policy. In no event shall the failure to provide this proof, prior to the commencement of the work, be deemed a waiver by LLC of Subcontractor’s insurance obligations set forth herein.

In the event that the insurance company(ies) issuing the policy(ies) required by this exhibit deny coverage to Stenton Corporation, the Subcontractor will defend and indemnify, LLC at the Subcontractor’s expense.

**INSURANCE PROVISIONS**

Without prejudice to Subcontractor’s liability to indemnify LLC as stated in any Indemnification provision contained in this Agreement, Subcontractor shall procure at its expense and maintain for the duration of this Agreement, and ensure that any of its

subcontractors used in connection with this Agreement procure and maintain, the insurance policies required below with AM Best Rated insurance companies of A- or better, and with policy limits not less than those indicated below.

1. Workers’ Compensation: Coverage for statutory obligations imposed by laws of any State in which the work is to be performed, including where applicable, coverage under the United States Longshoremen’s and Harbor Workers’ Act (USL&H), the Jones Act, and the Defense Base Act (DBA). In addition, the policy shall be endorsed to waive the insurer’s rights of subrogation in favor of Mayes, LLC.
2. Employer’s Liability: Coverage for injuries to employees not covered by workers’ compensation with limits of at least $500,000 each accident, $500,000 each employee by disease, and $500,000 policy limit by disease. In addition, the policy shall be endorsed to waive the insurer’s rights of subrogation in favor of LLC.
3. Commercial General Liability: Coverage for third party bodily injury and property damage, personal injury, products and completed operations, contractual liability, and independent contractors’ liability with limits not less than $1,000,000 per occurrence and $2,000,000 General (per project) and Products-Completed Operations aggregates. LLC its officers and employees, and customer where required by Contract agreement with its customer, shall be named as Additional Insured for ongoing and completed operations via endorsement as well as provide a waiver of subrogation in favor of LLC.
4. Business Automobile Liability: Coverage for use of all owned, non-owned, and hired vehicles with limits of not less than $1,000,000 per occurrence combined single limit for bodily injury and property damage liability. . its officers and employees, and -LLC customer where required by Contract agreement with its customer, shall be named as Additional Insured for ongoing and completed operations via endorsement as well as provide a waiver of subrogation in favor of LLC.
5. Excess/Umbrella Liability: $1,000,000 per occurrence and aggregate (higher if required by prime contract) with terms and conditions no less broad than underlying.

If required by customer:

1. “All-Risk” Property Insurance: Coverage to repair or replace property, including supplies covered by this Agreement, of , LLC and/or LLC customer which may be in the possession or control of Subcontractor. , LLC shall be named as a Loss Payee with respect to loss or damage to said property and/or supplies furnished by LLC. Further, Subcontractor assumes the risk of loss or destruction of or damage to any of its property and its employees’ property, whether owned, hired, rented, borrowed, or otherwise. Subcontractor waives and shall ensure that its employees waive all rights of recovery against LLC and customer and their respective employees for any loss, destruction of or damage to any such property.

The required insurance coverage and amount of coverage above shall be primary and non-contributing with respect to any other insurance that may be maintained by Stenton Corporation and notwithstanding any provision contained herein, the Subcontractor, and its employees, agents, representatives, consultants, subcontractors and suppliers, are not insured by LLC and are not covered under any policy of insurance that Stenton Corporation has obtained or has in place.

Any self-insured retentions, deductibles and exclusions in coverage in the policies required under this Article shall be assumed by, for the account of, and at the sole risk of Subcontractor or the sub-subcontractor which provides the insurance and to the extent applicable shall be paid by Subcontractor or such subcontractor. In no event shall the liability of Subcontractor or any subcontractor be limited to the extent of any of insurance or the minimum limits required herein.

**INDEMNIFICATION**

(a) Subcontractor shall indemnify, defend and hold LLC and customers harmless from and against any and all damages, losses, liabilities and expenses (including reasonable attorneys’ fees) arising out of or relating to any claims, causes of action, lawsuits or other proceedings, regardless of legal theory, that result, in whole or in part, from Subcontractor’s (or any of Subcontractor’s subcontractors, suppliers, employees, agents or representatives): (i) intentional misconduct, negligence, or fraud, (ii) breach of any representation, warranty or covenant made herein. Notwithstanding the foregoing, Subcontractor’s obligations under this

 Section shall not apply to any claims which are finally determined by a court of competent jurisdiction to be occasioned by the sole negligence or willful misconduct of Stenton Corporation.

(b) ----------- shall promptly notify Subcontractor of any claim against LLC which is covered by this indemnification provision and shall authorize representatives of Subcontractor to settle or defend any such claim or suit and to represent LLC in, or to take charge of, any litigation in connection therewith.

 Contractor

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Witness By Date

Subcontractor

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Witness By Date