**MASTER SUBCONTRACTOR AGREEMENT**

THIS MASTER SUBCONTRACTOR AGREEMENT (hereinafter “Agreement”), mad and entered into this day of , 200 , by and between Urbanbuilt, LLC, a Maryland Limited Liability Company, (hereinafter Contractor”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ whose address is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_; phone number is and whose EIN or Taxpayer ID is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , (hereinafter “Subcontractor”). Recitals WHEREAS, Contractor desires to establish and maintain an ongoing business relationship with Subcontractor whereupon the uniform terms and conditions of that relationship are set forth in this Agreement, but the Project and scope of such services may vary. Subcontractor desires to establish an ongoing business relationship with Contractor on the terms and conditions set forth herein. Upon execution of this Agreement, Contractor will, from time to time, issue to Subcontractor written authorizations to proceed with specific work, at a certain price and upon such other terms and conditions are may be set forth in a purchase order (hereinafter "Purchase Order"). WHEREAS, the parties intend for this Agreement to control the uniform terms and conditions of all work to be performed hereunder. It does not, however, create an exclusive dealings agreement and either party is free to terminate or modify its relationship with the other, including the terms of this Agreement, upon thirty (30) days notice, unless a shorter period for termination is afforded either party herein. WHEREAS, upon execution of this Agreement, Contractor will issue to Subcontractor a written authorization to proceed along with one (1) or more exhibits, which though referenced herein, will be unique to each Project or assigned task. In consideration of the mutual covenants and agreements contained in this Agreement, including, but not limited to, the specific material recitals set forth above, the Parties hereto contract as follows:

**Section 1**. THE SUBCONTRACT DOCUMENTS. The Subcontract Documents consist of:

 (1) this Agreement;

 (2) the Prime Contract between the Owner and Contractor as well as, and including, any and all other documents, drawings and specifications enumerated therein;

 (3) Extra Work Orders generated subsequent to the execution of the Agreement;

 (4) Purchase Orders as may be generated from time to time; and

 (5) Modifications to this subcontract issued after execution of this Agreement.

 Any general or master contract or agreement between Contractor and Owner, or any other party, shall be binding upon Subcontractor to the extent such other agreements limit the right of Subcontractor to pursue remedies for breach, or are in conflict with the express terms and provisions of this Agreement.

**Section 2**. WORK OF THE PROJECT. Subcontractor agrees to furnish all labor, materials, equipment and services necessary to complete the work itemized and described in the Purchase Order which will be provided by Contractor from time to time, but which is expressly incorporated as a part of this Agreement as if fully described herein. Any drawings, specifications, plans, modifications or addenda, provided to Subcontractor pertaining to the design of the Work shall be incorporated herein by reference.

2.1. Right to Reject Non-Conforming Work. Contractor, in its sole discretion, shall have the authority to reject Work of the Subcontractor which does not conform to the Prime Contract or this Agreement or is deemed to be deficient. In the event Contractor, or Owner, shall

reject the work of Subcontractor as non-conforming or deficient, it shall promptly and fully

perform such remedial work as may be required to bring the non-conforming or deficient work

into compliance with the applicable standards, at its sole cost and expense (hereinafter

“Remedial Work”). Failure of Subcontractor promptly commence, within forty eight (48) hours,

and complete the Remedial Work shall constitute an event of default hereunder.

In the sole discretion of Contractor, upon the expiration of forty eight (48) hours after

notice to perform Remedial Work is given, it may engage a replacement contractor to perform

some or all of the Remedial Work and deduct from any amounts due and owing Subcontractor

the actual cost, without profit or margin, of the replacement contractor.

Section 3. INSURANCE. To the fullest extent permitted by law, the Subcontractor

agrees to indemnify and hold harmless the Owner, Architect (if any), Contractor and their

respective officers, shareholders, insurers, agents and employees from and against any and all

liability, loss or expense (including litigation costs and attorney’s fees) under Worker’s

Compensation laws, as well as any other liability, incurred by any of them for injury or damage

to persons (including death) or property (including loss of use thereof) or anyone including

employees resulting from any act or omission of Subcontractor, its agents, employees or material

suppliers. Prior to commencing work under this Agreement Subcontractor shall procure and

maintain at its own expense, until completion and final acceptance of the Work provided for in

this Agreement, insurance of the kind and in the amounts set forth below:

3.1. WORKER’S COMPENSATION. Subcontractor must supply both

Worker’s Compensation and Employer’s Liability insurance in accordance with the laws

of the State of Maryland as well as the jurisdiction in which the Project is situated.

Employer’s liability insurance minimum limits shall be as follows, unless otherwise

modified:

1) Bodily Injury by Accident: $500,000 each accident

2) Bodily Injury by Disease: $500,000 Disease, Policy Limits

3) Employer's Liability: $500,000 per occurrence

3.2. GENERAL LIABILITY. Subcontractor’s minimum limits of General

Liability shall be as follows, unless otherwise modified:

1) General Liability, Bodily Injury: $1,000,000/1,000,000

2) General Liability, Property Damage $1,000,000/1,000,000

3.3. AUTOMOBILE LIABILITY. Subcontractor’s minimum limits of

Automobile Liability shall be as follows, unless otherwise modified:

1) Bodily Injury: $500,000/500,000

2) Property Damage $1,000,000

3.4. PROOF OF INSURANCE. Prior to the commencement of Work by

Subcontractor it shall provide a Certificate of Insurance evidencing Subcontractor’s full

compliance with the insurance coverage and limits set forth above. Contractor shall be

named as an additional insured and/or loss payee on a primary and non-contributory

basis, upon request of Contractor, which can be made directly to Subcontractor's Insurer

or agent. Before any cancellation or termination of any of the above Insurances,

Subcontract shall provide for thirty (30) days prior notice to Contractor, unless a longer

advanced notice is required by Contractor by the Prime Contract.

 3.4.1. RIGHT TO DEDUCT. In the event Subcontractor's worker's

compensation insurance shall lapse, or it is otherwise unable to provide satisfactory

evidence of coverage, Contractor is hereby authorized to deduct from any payment due

and owing Subcontractor such sums as may be sufficient to compensate Contractor for

any additional premium, or premium surcharge, which may be assessed by its provider of

worker's compensation insurance upon any routine audit. In the event Subcontractor is

no longer working for Contractor, or is not owed sums sufficient to compensate or

reimburse Contractor for the within amounts, then in that event, Subcontractor agrees to

pay such sums to Contractor, within ten (10) days following written demand for payment.

 3.5. MAINTENANCE OF RECORDS AND PROVISION OF

CERTIFICATES UPON REQUEST. Subcontractor agrees to maintain copies of proof

of insurance for a period of at least two (2) years following the final day upon which

work was performed on the Project. In the event Contractor is audited for purposes of

establishing and verifying its Worker’s Compensation Insurance premium, upon request

made, Subcontractor, within three (3) business days following such request, shall provide

to Contractor evidence of its worker’s compensation coverage in place at the time the

contracted for work was performed, as reasonably necessary to satisfy the inquire of the

said insurer of Contractor. To the extent Subcontractor shall fail, or otherwise refuse, to

provide such evidence and the Contractor’s insurer assesses, retroactively or

prospectively, an additional premium or surcharge, Subcontractor shall promptly remit

payment to Contractor of the amount of the additional premium or surcharge plus all

costs, including attorneys fees, incurred in connection with obtaining the reimbursement

and/or information set forth in this subparagraph.

3.6. WAIVER OF SUBROGATION. Subcontractor, for itself and its insurer,

hereby waives the right of subrogation against Contractor and Owner, as their interests

may appear.

3.7. RISK OF LOSS. Subcontractor bears all risk of loss and damage, arising

from any event whatsoever, for Subcontractor’s equipment, tools and materials. Property

Insurance for the subcontractor’s equipment, tools and materials which are required for

the Subcontractor’s Work, whether such items are stored on Owner’s Site, off-site or in

transit to Owner’s Site, shall be the responsibility of Subcontractor, at Subcontractor’s

own cost and expense.

Section 4. PERMITS, FEES, ETC. Contractor agrees to obtain and pay for all federal,

state and local permits, licenses and inspection fees and to pay all federal, state and local duties,

levies and all other government charges attributable to the Work to be performed including

material to be furnished under this Agreement, unless otherwise stated.

Section 5. SUPERVISION OF WORK. All the Work to be performed under this

Agreement shall be performed under the exclusive direction and supervision of Subcontractor.

Subcontractor shall cooperate with the Contractor in scheduling and performing the

Subcontractor’s Work to avoid conflict, delay in, or interference with, the Work of the

Contractor, other subcontractors or Owner’s own forces. Subject to Section six (6) herein, a

representative, agent or employee of Contractor may alter or modify any requirements as to the

Work to be performed under this Agreement. The Subcontractor’s work is subject to the

inspection and approval by Contractor or Owner.

Section 6. TIME PERFORMANCE AND SCHEDULING. Time is of the essence for

performance of all of its obligations set forth in this Agreement. Subcontractor agrees to

commence its Work and to complete its Work in accordance with the schedule established by the

parties at the time of contracting, a copy of which may be set forth in Purchase Order which will

be provided by Contractor to Subcontractor from time to time. Subcontractor agrees to supply

and furnish at all times a sufficient number of skilled workmen, sufficient materials of the proper

quality and quantity and proper equipment to perform the Work promptly and diligently in the

sequence required by the entire project encompassed herein and to cooperate with other

subcontractors in the orderly completion of the entire project.

6.1. The Subcontractor shall promptly submit Shop Drawings, Product Data,

Samples and similar submittals required by the Subcontractor Documents with reasonable

promptness and in such sequence as to cause no delay in the work or in the activities of

the Contractor or other Subcontractors.

6.2. Unless a date of commence is established in the Purchase Order, the

Subcontractor agrees to commence immediately the Work when notified to commence by

Contractor at least ten (10) days prior to the date of commencement or as otherwise

agreed upon at that time. Subcontractor shall have all necessary labor, equipment,

materials and services available and be ready to commence the Work within ten (10)

working days after being notified to commence work by the Contractor. When work

commences, Subcontract must stay on job in continuous days in order to properly

complete job in a timely manner. If Subcontractor does not adhere to schedule and

continuous work then Contractor may impose delay damages as described below.

6.3. Delay Damages. The Contractor reserves the right to assess upon

Subcontractor per diem delay damages, if its agreement with the Owner provides for such

damages. Contractor may subtract, as a backcharge, delay damages from any payments

due and owing Subcontractor hereunder. However, the amount of such assessment shall

not exceed the amount assessed against Contractor. Desired damages, if any, shall be

expressed in detail in the Purchase Order of this Contract.

Or, in the Alternative, Contractor may elect to the following provision:

Liquidated damages shall be assessed against Subcontractor in the amount of

($\_50\_\_\_) per day for each day that Subcontractor does not achieve completion of the Work

hereunder. Subcontractor expressly agrees to be bound to the terms and conditions of the

Prime Contract, with respect to this provision, as it relates to Subcontractor's scope of work, to

the same end and extent that Contractor is bound to this provision. Contractor may withhold

from payments due to Subcontractor such amount as will protect Contractor and Owner from

Subcontractor's failure to perform under this provision.

Section 7. CHANGES IN WORK. The parties, without invalidating this Agreement,

may make any changes, alterations, additions and/or deletions in and to the Work of this

Agreement. Should such alterations, additions and/or deletions be required or desired,

Subcontractor agrees to promptly furnish Contractor with a statement of the description and cost

of the change or extra work performed by Subcontractor. Changes and Extra Work Orders

(hereinafter “EWO”) are required to be in writing and signed by the parties to this Agreement

or their agents.

7.1. Unforeseen or Changing Conditions. In the event Subcontractor

encounters conditions which make the performance of its Work more time consuming,

difficult or expensive, Contractor, upon verification of the existence of the said condition

and agreement to pay additional compensation by Owner, agrees to compensate

Subcontractor the costs related to the unforeseen condition. An Unforeseen Condition,

includes, but is not limited to, site conditions which change after the commencement of

work through no fault of Subcontractor; items, materials or conditions concealed below

the surface (of water or land) which are not known, or visually apparent, to Subcontractor

at or before it commenced work on the Project and/or changes in the nature of the site

(due to weather or subsurface exploration) or type of work to be performed on the Project

which make it so Subcontractor must utilize equipment, manpower or techniques

different from those which were originally, and reasonably, intended to be used in

connection with the performance of the Work.

Section 8. STORAGE OF MATERIALS AND EQUIPMENT. Contractor or Owner

shall provide to Subcontractor a designated area to locate and store its equipment, supplies and

materials for and during the course of the Work, unless otherwise stated. Subcontractor agrees

that it is completely responsible for any loss or damage to its materials, tools or equipment

located or stored on the site, in transit or in any facility provided for use by Contractor to

Subcontractor in furtherance of this subparagraph. In the event Contractor or Owner shall

provide a storage area to Subcontractor, the provision of such is a mere accommodation to

Subcontractor who hereby releases Contractor or Owner from any and all liability for loss or

damage to persons or property occasioned by Subcontractor’s use of the said accommodation.

Section 9. PAYMENT AMOUNT AND TERMS. As compensation for the Work to be

performed by Subcontractor under this Agreement Contractor shall pay to it the sum set forth in

the Purchase Order (hereinafter “Contract Amount”).

9.1. Terms of Payment:

Payment of the Contract Amount shall be as follows:

i) On or before the 3rd day (Wednesday) of each successive week in which

Work is performed, Subcontractor shall complete and submit a requisition for

payment on the form provided by Contractor or Owner. If no form of payment

requisition is provided to Subcontractor it may submit an invoice or request for

payment in the form used by it in the normal course of business. Upon request of

Owner or Contractor, Subcontractor shall submit a detailed statement itemizing

the work performed under this Agreement during the respective period since the

last requisition for payment was made;

ii) Upon completion of the Work, or at the request of Contractor, Subcontractor

shall submit duly executed affidavits, certificates and/or waiver of liens [partial or

final] applicable to all labor, materials and subcontractors mentioned or referred

to in the requisition for payment;

iii) In the sole discretion of Contractor, or if imposed upon Contractor by Owner,

Contractor shall be permitted to retain or withhold a percentage, not to exceed ten

(10%) percent of any requisitioned payment due and owing to Subcontractor until

the completion and acceptance of all Work under this Agreement (hereinafter

“Retainage”) by Owner;

iv) Contractor shall pay in full Subcontractor’s properly submitted requisition for

payment, less Retainage held or set offs permitted hereunder, within ten business

(10) days of tender by Subcontractor, provided, however, that payment for the

requisitioned work is timely made to Contractor by Owner or such other party

responsible for payment. In the event Owner does not pay, or does not pay in full,

Contractor for the Work set forth in the Subcontractor’s requisition for payment,

Contractor shall only be obligated to pay Subcontractor for the amounts received

from Owner on account of Subcontractor’s payment requisition.

Section 10. LIABILITY FOR SAFETY VIOLATIONS. Subcontractor shall be liable

for, and indemnify Contractor and Owner from any against any liability for, any violation of any

laws or regulations governing job safety in connection with the performance of its Work

hereunder. All work must be performed following OSHA guidelines for safety and Contractor

has full right to impose penalties in monetary form to Subcontractors found in violation of said

guidelines.

Section 11. SEVERABILITY. The Parties agree that, in the event any term, clause, or

provision of this Agreement is found to be illegal, invalid or unenforceable for any reason, the

remaining terms and conditions set forth in this Agreement shall be enforced and given effect to

the extent permitted by law.

Section 12. WARRANTY. Subcontractor warrants to the Owner and Contractor:

i) that all materials and equipment incorporated in the Work, under this

Subcontract, will be of good quality and new unless otherwise required or

permitted by the Subcontract Documents;

ii) that the Work of this Subcontract will be free from defects; and

iii) that the Work will conform to the requirements of the Subcontract Documents.

12.1. Subcontractor shall promptly remedy any of it work that is deemed defective

or failsto conform to the Plans and Specifications, at it sole cost and expense. The

Subcontractor shall be bound to the warranty included in the Prime Contract, as it relates

to the Subcontractor’s Work.

Section 13. CLEANING UP. The Subcontractor shall keep the premises and

surrounding area free from accumulation of waste materials or rubbish caused by operations

preformed under this Agreement. The Subcontractor shall not be held responsible for unclean

conditions caused by other contractors or subcontractors.

13.1. If the Subcontractor fails to cleanup as provided in the Subcontract

Documents, the Contractor may charge the Subcontractor, in the form of a set off against any

amounts due and owing, the cost of cleaning the premises attributable to the work of the

Subcontractor.

Section 14. FAILURE OF PERFORMANCE OR TERMINATION OR

ASSIGMENT OF THE SUBCONTRACT.

14.1. FAILURE OF PERFORMANCE BY SUBCONTRACTOR. If

Subcontractor fails to perform or correct defective, deficient and/or non-conforming

Work or fails to supply materials, labor or equipment in accordance with the terms of this

Agreement, Contractor may order Subcontractor to stop work until the cause for such

order has been eliminated. If the cause for such order shall not be immediately

eliminated, Contractor may, without prejudice to any other rights which it may have,

repair or remediate such conditions the cost of which shall be deducted from any payment

then or thereafter due Subcontractor. If the payments then or thereafter due Subcontractor

are not sufficient to cover such amount, Subcontractor shall pay the difference to

Contractor.

Should the Subcontractor default or otherwise fail to carry out the Work in

accordance with this Agreement, or fail to perform any provision of the Agreement, the

Contractor may, and without prejudice to any rights or available remedies, terminate this

Agreement and take whatever action it deems necessary to continue and/or correct Work

and charge thereof to the Subcontractor, whom shall be liable for such costs, including

reasonable overhead, profit and attorney’s fees. In the event of such default,

Subcontractor shall also be liable for all damages and costs of Contractor resulting from

such default, regardless of any action taken or not taken by Contractor to terminate this

Agreement entirely or in part. Further, Contractor shall have the unrestricted right to

cancel and terminate this Agreement, without liability to Contractor, if at any time in the

sole judgment of Contractor, Subcontractor's financial or other business condition is such

as to endanger Subcontractor's performance hereunder.

14.2. TERMINATION BY OWNER. Should the Owner terminate the Prime

Contract or any part which includes Subcontractor’s Work, Contractor shall notify

Subcontractor in writing within three (3) days of the termination notice from Owner and

thereafter this Agreement, as to the respective Purchase Order, shall be terminated and

Subcontractor shall immediately stop Work on the Project, follow all of Contractor’s

instructions, and mitigate all costs. In the event of Owner termination, the Contractor’s

liability to Subcontractor shall be limited to the extent of Contractor recovers on

Subcontractor’s behalf under the Prime Contract. Contractor agrees to cooperate with

Subcontractor, at Subcontractor’s expense, in the prosecution of any claim arising out of

Owner termination.

14.3. TERMINATION BY CONTRACTOR.

 Contractor may at its option, or the option of the Owner, terminate, suspend or delay this

Agreement in whole or in part by written notice to Subcontractor at any time. Upon such

notice, Subcontractor shall immediately stop performing the Work, stop the placement of

further orders or subcontracts outstanding hereunder, and take all necessary action to stop

cost commitments and protect any property in Subcontractor's possession which Contractor

has or may acquire an interest. If the parties, through negotiation, are unable to agree

within six (6) months after date of termination, upon the amount of fair compensation to

Subcontractor for such Work performed through the date of termination, Contractor's sole

liability shall be to pay Subcontractor the actual costs incurred by Subcontractor which are

properly applicable under recognized commercial accounting practices to the portion of this

Agreement on which Work has been started but not completed and for which payment has

yet to be received by Subcontractor. In any event, the total payments set forth above,

together with payments made pursuant to this Agreement prior to termination shall not

exceed the Contract Amount. In no event shall Contractor be liable for the loss of

anticipated profits or any special or consequential damages arising from said termination.

Subcontractor's remedies hereunder shall be subject to the remedies provided by Owner to

Contractor, as contained in the terms and conditions of the Prime Contract.

14.4. ASSIGNMENT. Subcontractor may not assign its rights or obligations

under this Agreement without the prior written approval of Contractor, which approval

Contractor may in its sole discretion be withhold, and any attempt to do so without such

prior written approval shall be null and void and of no force or effect whatsoever.

Contractor may freely assign its rights hereunder, including without limitation, to any

lender of funds and Subcontractor shall consent to such assignment and shall execute any

documents reasonably required in connection with such financing and assignment.

Section 15. CLAIMS. Subcontractor shall give Contractor written notice of all claims

within seven (7) days of Subcontractor’s knowledge of facts giving rise to the event for which

claim is made; otherwise, such claims shall be deemed waived. All claims, disputes and other

matters in question between Contractor and Subcontractor shall be resolved in the manor

provided in this Agreement.

Section 16. INDEMNIFICATION. Subcontractor shall indemnify, defend and hold

harmless the Owner and/or Contractor and their agents and employees from and against any and

all demands, claims, suits, causes of action, damages, losses, penalties and/or expenses,

including but not limited to court costs and attorneys' fees, arising out of or resulting from

Subcontractor's performance of the Work required by this Agreement.

Section 17. ADDITIONAL TERMS AND CONDITIONS. This Agreement shall be

binding upon the parties, their successors and assigns. It is expressly agreed between the parties

hereto that this is the final integrated Agreement, saving and excepting any EWO(s), by and

between them, and that no other agreements, express or implied, oral or written, limiting,

qualifying or modifying the terms of this Agreement. Any subsequent modification or additions

to this Agreement must be in writing and signed by the parties hereto and no oral representations

prior or subsequent shall be binding upon the parties hereto, unless reduced to writing and signed

by said parties.

17.1 Authority to Bind. Each party represents and warrants that this Agreement

is valid and binding, is duly authorized by appropriate actions, and that the person signing

below has authority to bind the respective party to this Agreement.

17.2 Governing Law and Venue. The terms and conditions of this Agreement

shall be governed by and according to the laws of the State of Maryland, without regard

to any statutes or interpretive rules addressing conflicts in laws between differing states.

The parties further agree that the venue for any dispute relating to or arising from this

Agreement shall lie within the appropriate court sitting in Baltimore County Maryland,

unless such other venue shall be deemed more convenient by Contractor.

17.3. Execution by Electronic Means. This Agreement may be validly executed

by electronic means, portable document files (PDF), facsimile transmittal, authorized

signature stamp and in counterparts. Any such signature shall be treated as an original

signature for all purposes.

IN WITNESS HEREOF, the parties have duly caused this Agreement to be executed the

day and year first above written.

Subcontractor:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Company

By:

(SEAL)

 , Authorized

Agent

Contractor:

Urbanbuilt, LLC Urbanbuilt, LLC

By:

(SEAL)

 , Authorized

Agent

THIS AGREEMENT SHALL NOT BE BINDING UPON CONTRACTOR

UNLESS AND UNTIL THE SAME HAS BEEN ACCEPTED AND APPROVED IN

WRITING BY AN OFFICER OF CONTRACTOR OR WORK HAS COMMENCED ON

THE PROJECT.