

CONTRACTOR. SUBCONTRACTOR will bill CONTRACTOR not more frequently than once monthly, on a percentage of completion basis. CONTRACTOR reserves the right to retain ten percent (10%) of the invoiced amounts until completion of the SUBCONTRACTOR'S work and for work that may be subject to SUBCONTRACTOR'S warranty.

3. The price provided for in the Purchase Order shall apply to all work of SUBCONTRACTOR in connection with the Project. SUBCONTRACTOR shall not be entitled to charge for extra work or material or price increases unless agreed to in writing and signed and dated by the parties hereto. If any extra work is agreed to in writing, the terms of this Agreement shall apply to such extra work.

4. SUBCONTRACTOR agrees to furnish CONTRACTOR with a certificate of insurance with companies agreeable to CONTRACTOR prior to the furnishing of any labor or materials hereunder in accordance with the following schedule. Additional Insured Endorsement CG 20 10 (11/85), or equivalent, naming CONTRACTOR as an additional insured, must be attached to the certificate for additional insureds. If it comes to the attention of the CONTRACTOR that any of the necessary insurance policies have expired, CONTRACTOR shall have the right to pursue any of the remedies as provided under Section 12 of this Agreement:

Worker's Compensation	Coverage A	Statutory	
		\$500,000	Per Accident
		\$500,000	Policy Limit
		\$500,000	Per Employee
General Liability	General Aggregate	\$2,000,000	
	Per Project Aggregate	\$2,000,000	MUST be stated on certificate
	Products Aggregate	\$2,000,000	
	Personal & AD Injury	\$1,000,000	
	Each Occurrence	\$1,000,000	
	Fire Damage	\$50,000	
Automobile Liability	Combined Single Limit	\$1,000,000	
		or	
	Bodily Injury Per Person	\$500,000	
	Plus the Following:		
	Bodily Injury Per Accident	\$500,000	
	Property Damage	\$500,000	
Umbrella Liability	Per Occurrence	\$2,000,000	

Any combination of umbrella and primary limits equal to or greater than the above limits shall be acceptable to CONTRACTOR.

Equivalent insurance coverage must be obtained from any sub-subcontractor, if any, hired by SUBCONTRACTOR, before permitting them on the site of the Project. Otherwise, the sub-subcontractor must be included within SUBCONTRACTOR'S insurance policies. SUBCONTRACTOR must provide CONTRACTOR with notice of SUBCONTRACTOR'S use of a sub-subcontractor and a copy of sub-subcontractor's insurance or proof that sub-subcontractor is included within SUBCONTRACTOR'S insurance prior to sub-subcontractor beginning work.

CONTRACTOR, and its subsidiaries, shall be designated as additional insured on SUBCONTRACTOR'S and each sub-subcontractors' insurance policies on a primary and non-contributory basis. Such insurance policy or policies shall provide that the insurer shall provide CONTRACTOR with 30 days advance written notice of any cancellation thereof. All insurance policies required under this Agreement shall be underwritten by an insurance company licensed to do business in the State of Illinois. The insurance carrier shall at all times during the terms of this License Agreement have a policyholder's rating of not less than "A-" in the most current edition of Best's Insurance Reports. In addition, SUBCONTRACTOR shall provide a Waiver of Subrogation in favor of CONTRACTOR for worker's compensation coverage.

All insurance policies must be kept in place for a period of one (1) year from the time of final completion of the project. CONTRACTOR shall notify each Subcontractor of the final completion date of the project upon the written request of SUBCONTRACTOR.

5. SUBCONTRACTOR agrees to and does hereby indemnify and hold CONTRACTOR and owner of the project and their respective affiliates, and their members, officers, directors, shareholders, officers, and managers, and agents and employees (the "Indemnitees"), harmless of and from any and all losses and expenses sustained by them, including Court and arbitration costs and reasonable attorneys' fees, in connection with any injury or damage to persons (including death) or property (including loss of use of such property) occasioned by reason of the performance or non-performance of this Agreement by SUBCONTRACTOR and its sub-subcontractors and the acts and omissions of SUBCONTRACTOR and its sub-subcontractors; provided, however, SUBCONTRACTOR will not be liable for losses to an Indemnitee to the extent caused by such Indemnitee. SUBCONTRACTOR agrees to assume the entire liability for all personal injury claims suffered by its own employees and waives any limitation of liability defense based upon any applicable State's Worker's Compensation Act, court interpretations of said Act or otherwise and agrees to indemnify and defend the Indemnitees from and against all such loss, expense, damage or injury including reasonable attorneys' fees that Indemnitees may sustain as a result of such claims except to the extent that such State's applicable law prohibits Indemnity for the Indemnitee's own negligence. SUBCONTRACTOR'S indemnity obligation hereunder shall also apply to losses, damages, court costs, and arbitration costs and attorneys' fees incurred by the Indemnitee in connection with SUBCONTRACTOR'S indemnification obligations.

6. SUBCONTRACTOR agrees to keep the job site of the Project reasonably clean at all times, to dispose of the refuse of SUBCONTRACTOR off site lawfully. If SUBCONTRACTOR fails to do so, any expense incurred by CONTRACTOR in performing SUBCONTRACTOR'S obligation shall be charged to SUBCONTRACTOR, and may be a back-charge to SUBCONTRACTOR and offset