

**SUBCONTRACT AGREEMENT**

**SUBCONTRACTOR:** 14  
Taketa Construction Company  
246 Fern Ave.  
Santa Rosa CA 95407

**DATE:** 10/24/2005

**CONTRACT #:** 941

**PROJECT:**  
Acme Hotel  
1212 Radcliff  
Sebastopol CA 95456

**NEXUS PROJECT #:** 227

**TRADE:** Sitework Subcontractor

This Subcontractor Agreement ("Agreement" or "Subcontract") is entered into at South Coast Metro, California, effective as of 10/24/2005 by and between Nexus Construction Services, Inc., a California corporation ("Contractor"), and Taketa Construction Company or").

**WITNESSETH:**

On or about 10/24/2005 Contractor entered into an agreement with prelen.ownnme, hereinafter referred to as Owner, providing for the construction of Tenant Improvements in accordance with the plans and specifications prepared therefor ("Prime Contract"). Subcontractor acknowledges that he has reviewed and is familiar with said plans and specifications.

**IT IS AGREED AS FOLLOWS:**

Subcontractor agrees to furnish at its own cost and expense all equipment labor materials supplies and other things necessary to perform and complete in accordance with this Agreement the attached exhibits the Subcontract Documents (as defined in Section 2 of the Terms and Conditions).

**SEE ATTACHED EXHIBITS:**

- EXHIBIT A: PLAN LIST
- EXHIBIT B: SCOPE OF WORK SUMMARY
- EXHIBIT C: DRAW REQUEST FORMS, TAXPAYER I.D. FORM, RELEASE FORMS
- EXHIBIT D: PROJECT SCHEDULE
- EXHIBIT E: INSURANCE REQUIREMENTS

Subcontractor agrees that it will meet any project schedule as dictated by Contractor, even if inconsistent with the Project Schedule attached as Exhibit D.

**THE CONTRACT AMOUNT IS: \$72,350.00**

Payments shall be made on a monthly basis and shall be based on completion percentage with 10% retained; all such payments shall be made in accordance with Section 6 of the attached Terms And Conditions.

If this Agreement is executed prior to execution of the Prime Contract by Owner and Contractor, it is done in contemplation of the execution of such Prime Contract. If Owner and Contractor fail to enter into a valid agreement within 90 days from the date of this Agreement, this Agreement shall be of no effect.

The execution of this Agreement implies acceptance of all exhibits listed, general conditions, the attached safety program and all documents referred to in Section 2 of the Terms And Conditions.

If Subcontractor fails to return an executed copy of this Agreement to Contractor within ten (10) days after execution by Contractor, Contractor may terminate any and all rights of Subcontractor to perform the work herein described by written notice sent by ordinary mail to the address of Subcontractor shown hereon; and Contractor shall have the right, at its option, to enter into an agreement with another subcontractor for the performance of said work, or any portions thereof, or to perform such work itself, without prejudice, however, to Contractor's right to recover any damages suffered by reason of Subcontractor's failure to execute this document.

Subcontractor shall not perform any of the work until this Agreement has been executed by both parties. If Subcontractor should perform work prior to execution of this Agreement, such performance of work shall be without prejudice to Contractor's right to terminate further performance by reason of Subcontractor's failure to sign and return this Agreement to Contractor within the time stated herein, and this Agreement, as submitted to Subcontractor, shall govern the parties' rights as to all work performed.

**CONTRACT#: 941**

This Agreement is subject to the terms and conditions set forth in Sections 1 to 42, inclusive, attached hereto and made a part hereof. If any sections are inserted herein subsequent to Section 42, such sections shall be initialed by the parties and become a part of this Agreement.

**IF SUBCONTRACTOR IS A SOLE PROPRIETOR OR A PARTNERSHIP, THIS AGREEMENT MUST BE SIGNED BY THE OWNER OR THE PARTNERS/MEMBERS OF THE FIRM. IF SUBCONTRACTOR IS A CORPORATION, THIS AGREEMENT MUST BE SIGNED ON BEHALF OF THE CORPORATION BY BOTH THE PRESIDENT AND THE SECRETARY OF THE CORPORATION.**

This entire Agreement is Accepted and Approved by:

**CONTRACTOR**

Nexus Construction Services, Inc., a California corporation

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Don Fraser  
Its: Vice President \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Its: \_\_\_\_\_

Contractor Initials \_\_\_\_\_ Subcontractor Initials \_\_\_\_\_