

Building Easier®

MIDDLE BAY HOMES

Subcontractor Vendor Pack

Master Subcontract Agreement & Onboarding Package

Middle Bay Homes, LLC

3411 N 29th St., Tampa, FL 33605

(813) 421-9932 · Office@BuildingEasier.com

REQUIRED BEFORE YOUR FIRST PURCHASE ORDER IS RELEASED

To be set up as an approved Middle Bay Homes subcontractor, return the items below to Office@BuildingEasier.com. No Work Order or Purchase Order will be issued, and no payment will be processed, until each item is on file:

- Signed Master Subcontract Agreement (this packet), including the Safety Commitment acknowledgment.
- Completed IRS Form W-9.
- ACH direct-deposit authorization.
- Net-30 / Purchase Order acknowledgment (in this packet).
- Certificate of Insurance meeting Exhibit "B" and naming Middle Bay Homes, LLC as additional insured.

Insurance — forward this to your agent:

Issue a Certificate of Insurance naming Middle Bay Homes, LLC, 3411 N 29th St., Tampa, FL 33605 as additional insured (ongoing and completed operations, primary and non-contributory). Commercial General Liability \$1,000,000 per occurrence / \$2,000,000 general aggregate / \$2,000,000 products-completed operations. Employer's Liability \$1,000,000 each accident / each employee / policy limit. Workers' Compensation at statutory limits (or valid Florida exemption). Carrier rated A.M. Best A- / VII or better. Email the COI to Office@BuildingEasier.com.

Questions on setup? Call the office at (813) 421-9932.

Building Easier®

Welcome to the Middle Bay Homes team.

Thanks for partnering with us. Middle Bay Homes builds new residential homes across Tampa Bay — both homes we develop and sell and homes we build for our customers. The trades we hire are the reason our homes pass inspection, close on time, and hold up to Gulf Coast wind, water, and sun. This packet sets up that partnership the right way so there are no surprises on either side.

Here is how we work together:

Your jobs come to you as a Purchase Order through JobTread. Every Work Order and PO is issued in JobTread. The PO is your authorization to start. It names the project, the address, the scope, the price, and the schedule. If it is not on a PO, it is not authorized, and it will not be paid. Do not start work off a verbal go-ahead.

You build to the Scope of Work, the plans, and the Florida Building Code. You perform the exact scope on your Purchase Order, in strict accordance with the approved plans and specifications, the Florida Building Code, the manufacturer's installation instructions, and good and workmanlike Florida construction practice. Work that does not conform gets corrected at your cost. Your work has to pass inspection.

We pay Net 30 from receipt of your invoice. Submit your invoice or pay application against the PO and we pay approved invoices within thirty (30) days of our receipt of a complete, conforming invoice. Get your lien releases in with the invoice — they are a condition of payment, so nothing slows down the check.

Safety is on you, and we hold the line on it. You follow OSHA and Florida requirements on every site. You carry your own PPE and fall protection, you train your people, and any citation or fine for your work is yours. The Safety Commitment in this packet spells it out. Read it before your crew sets foot on a roof.

Stand behind your work. Homes we build carry warranties to our buyers, and Florida law lets defect claims come back for years. Your workmanship warranty runs as long as ours does, and you agree to respond and repair when we send work back to you — including on the timelines the law gives us to fix a defect.

Get insured and stay insured. Keep a current Certificate of Insurance on file that meets Exhibit "B" and names us as additional insured for ongoing and completed operations. If your coverage lapses, your POs stop until it is back in place. To make this quick, forward the insurance section to your agent.

Send back the items on the cover page plus your COI, and we will get you set up in JobTread and rolling on work.

Glad to have you on board. Let's build.

The Middle Bay Homes Team

(813) 421-9932 · Office@BuildingEasier.com

SUBCONTRACTOR ONBOARDING CHECKLIST

Complete and return all items below to Office@BuildingEasier.com before your first Purchase Order is released. Office use: verify each item, then activate the vendor in JobTread.

- ☐ Signed Master Subcontract Agreement (all pages), including the Safety Commitment acknowledgment.
- ☐ IRS Form W-9 — current and complete.
- ☐ ACH Direct Deposit Authorization.
- ☐ Net-30 / Purchase Order Acknowledgment (below).
- ☐ Certificate of Insurance meeting Exhibit “B,” naming Middle Bay Homes, LLC as additional insured (ongoing + completed operations, primary & non-contributory), with Workers’ Compensation or a valid Florida exemption.
- ☐ Copies of applicable trade/contractor licenses (if required for the Work).

NET-30 / PURCHASE ORDER ACKNOWLEDGMENT

The undersigned Subcontractor acknowledges and agrees that: (1) all Work is authorized only by a Purchase Order issued through JobTread, and no Work performed without an issued Purchase Order will be paid; (2) invoices/Applications for Payment must reference the JobTread PO number and be accompanied by the lien and bond waivers required by § 10.1.2; (3) Middle Bay Homes, LLC pays approved, conforming invoices Net 30 from the date of its receipt; and (4) Middle Bay Homes, LLC may, at its discretion, withhold retainage of up to ten percent (10%) as provided in § 10.1.9.

Subcontractor (Company): _____

By (Signature): _____

Print Name / Title: _____

Date: _____

Building Easier®
MASTER SUBCONTRACT AGREEMENT

Between Contractor and Subcontractor

AGREEMENT made as of the ____ day of _____ in the year 20__ (the "Date of this Master Agreement").

BETWEEN the Contractor:

Middle Bay Homes, LLC

3411 N 29th St., Tampa, FL 33605

Florida Certified General Contractor — License No. CGC1539414

and the Subcontractor:

Name: _____

Contact: _____

Address: _____

City/State/ZIP: _____

Email: _____

The Contractor and Subcontractor agree as follows.

ARTICLE 1 MASTER AGREEMENT TERM AND PARTY REPRESENTATIVES

§ 1.1 This Master Agreement shall remain in effect until performance by each party of all of its obligations hereunder (including all warranty obligations), after which it shall terminate, subject to those provisions that expressly survive termination.

§ 1.2 This Master Agreement shall apply to all Work Orders agreed to by the parties within its term until completion of the Work Order. In the event of a conflict between the terms of this Master Agreement and a Work Order, the terms of this Master Agreement shall take precedence, except as to project-specific scope, price, and schedule set forth in the Work Order.

§ 1.3 This Master Agreement will renew automatically on an annual basis, on the day and month of the Date of this Master Agreement, unless either party provides at least sixty (60) days' written notice of its intent not to renew. If either party elects not to renew, the terms of this Master Agreement shall remain applicable until all Work Orders issued under it are completed or terminated.

§ 1.4 The Contractor identifies the following representative authorized to act on the Contractor's behalf with respect to this Master Agreement:

Name: _____

Title: _____

Email: _____

§ 1.4.1 In each Work Order, the Contractor may identify a representative authorized to act on the Contractor's behalf with respect to that Work Order.

§ 1.5 The Subcontractor shall identify a representative authorized to act on the Subcontractor's behalf with respect to this Master Agreement and each Work Order.

§ 1.6 "Owner" means the person or entity that owns or has a beneficial interest in the real property being improved under a Work Order. Where the Contractor builds a home on property it (or an affiliated entity) owns and holds for sale (a "Spec Project"), the Contractor or its affiliate is the Owner. Where the Contractor builds for a customer on property the customer owns or is acquiring (a "Custom Project"), that customer is the Owner. "Owner" includes any assignee or successor Owner.

§ 1.7 "Homebuyer" means any person or entity that purchases, or contracts to purchase, a home or lot improved under a Work Order, and any subsequent owner or homeowners' or condominium association that succeeds to warranty or defect rights in the improvement.

§ 1.8 "General Contractor" means a general contractor or construction manager (if any) under whose contract the Contractor performs the Work. On the Contractor's typical Spec and Custom Projects there is no General Contractor above the Contractor, and references to the General Contractor do not apply; this term applies only where the Contractor itself performs the Work as a subcontractor to a higher-tier contractor.

§ 1.9 “Prime Contract” means, on a Custom Project, the written agreement between the Contractor and the Owner (including plans, specifications, allowances, selections, schedules, and amendments); on a Spec Project, the plans, specifications, budget, and construction documents for the home; and, where the Contractor performs as a subcontractor to a General Contractor, that higher-tier contract.

§ 1.10 “Architect” or “Design Professional” means the architect, engineer, or designer (if any) responsible for the plans and specifications for the Project.

§ 1.11 “Work” means all labor, materials, equipment, and services necessary to complete the items described in the applicable Work Order, relative to the construction contemplated by this Master Agreement.

ARTICLE 2 WORK ORDERS

§ 2.1 The Contractor is not required to issue any Work Orders under this Master Agreement, and this Master Agreement does not guarantee any minimum amount of work.

§ 2.2 The Subcontractor may decline to accept any Work Order offered by the Contractor.

§ 2.3 Work Orders are issued by the Contractor as Purchase Orders through the Contractor’s JobTread system, in the form attached as Exhibit “A,” or such other form as the parties may mutually agree. The Subcontractor shall perform the Work set forth in each accepted Work Order. Each Work Order shall state the name, location, and description of the Project; identify the Owner; state the Subcontract Time; state the Subcontract Sum; describe the Subcontractor’s Work; and enumerate the Subcontract Documents. A Work Order/Purchase Order is the Subcontractor’s sole authorization to commence the Work; the Subcontractor shall not commence Work absent an issued Work Order/Purchase Order.

ARTICLE 3 SUBCONTRACT DOCUMENTS AND SUBCONTRACT

§ 3.1 The Subcontract Documents are enumerated in each Work Order and consist of (1) this Master Agreement; (2) the Work Order/Purchase Order issued by the Contractor and accepted by the Subcontractor (including its scope of work and any Supplementary and other Conditions applicable to the Work Order); (3) all Drawings, Specifications, selections, and Addenda issued in connection with the Work Order; (4) the Florida Building Code and applicable manufacturer installation instructions bearing on the Work; (5) other documents listed in the Work Order; (6) Modifications issued after execution of the Work Order in accordance with Article 7; and (7) Middle Bay Homes, LLC’s Safety Commitment. These form the Subcontract and are as fully a part of the Subcontract as if attached to this Master Agreement or repeated herein.

§ 3.2 The Subcontract Documents for each Work Order form a separate Subcontract for construction of the Subcontractor’s Work (the “Subcontract”). The Subcontract represents the entire and integrated agreement between the parties as to that Work Order and supersedes prior negotiations, representations, or agreements, written or oral, with respect to that Work Order.

§ 3.3 The Subcontract may be amended or modified only by a Modification. A Modification is a written amendment signed by both parties, or as otherwise described in and in accordance with Article 7.

ARTICLE 4 RIGHTS AND RESPONSIBILITIES (FLOW-DOWN / PUSH-DOWN)

§ 4.1 The Contractor and Subcontractor shall be mutually bound by the terms of this Master Agreement. To the fullest extent that the Work of the Subcontractor is covered by the Prime Contract, any Homebuyer purchase-and-sale agreement, any express or implied warranty extended to the Owner or Homebuyer, or the plans and specifications for the Project, the Subcontractor assumes toward the Contractor all obligations, responsibilities, and risks that the Contractor assumes toward the Owner, the Homebuyer, and/or any General Contractor with respect to the Subcontractor’s Work, and is bound to the Contractor to the same extent the Contractor is bound to those parties. The Subcontractor is entitled to the benefit of all corresponding rights and remedies against the Contractor that the Contractor has against the Owner and/or General Contractor with respect to the Subcontractor’s Work.

§ 4.2 Where any provision of the Prime Contract, purchase-and-sale agreement, or warranty is inconsistent with this Master Agreement, the provision affording the Contractor the greater protection or right shall govern as between the Contractor and the Subcontractor.

§ 4.3 The Subcontractor acknowledges that the Contractor is relying on the Subcontractor’s performance to satisfy the Contractor’s obligations to the Owner and Homebuyer, including obligations that survive the sale or completion

of the home. The Subcontractor's obligations under this Article survive the Contractor's sale or transfer of the improved property.

ARTICLE 5 CONTRACTOR

§ 5.1 General

§ 5.1.1 The Contractor is the person or entity identified as such in this Master Agreement and is referred to throughout the Subcontract Documents as if singular in number. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 5.2 Liquidated damages, if provided for in the Prime Contract or a Work Order, shall be assessed against the Subcontractor to the extent caused in whole or in part by the Subcontractor or any person or entity for whose acts the Subcontractor may be liable.

§ 5.3 Contractor's Remedies

§ 5.3.1 If the Subcontractor defaults or neglects to carry out the Work in accordance with the Subcontract and fails within three (3) working days after receipt of written notice from the Contractor to commence and continue correction of such default or neglect with diligence and promptness, the Contractor may, without prejudice to other remedies it may have, remedy such default or neglect — including by supplementing the Subcontractor's forces or retaining others to perform or correct the Work — and withhold or recover the reasonable cost thereof from current or future payments due the Subcontractor. If payments then or thereafter due the Subcontractor are not sufficient to cover such amounts, the Subcontractor shall pay the difference to the Contractor upon demand.

§ 5.3.2 The Contractor's rights and remedies under the Subcontract Documents are cumulative and in addition to, and not in limitation of, any other rights and remedies available at law or in equity. No specific remedy is intended to be exclusive of any other.

ARTICLE 6 SUBCONTRACTOR

§ 6.1 General

The Subcontractor is the person or entity identified as such in this Master Agreement and is referred to throughout the Subcontract Documents as if singular in number. The Subcontractor represents that it is and shall remain lawfully licensed, if required in the jurisdiction where the Project is located, by all governmental entities having jurisdiction over the Work. The Subcontractor warrants that none of its licenses are currently suspended, and that, to its knowledge, it is not under investigation by any governmental or regulatory authority having jurisdiction over its license. The Subcontractor shall immediately notify the Contractor of any suspension or revocation of any license required to perform the Work, or of any such investigation.

Subject to the terms and conditions of the Subcontract, the Subcontractor agrees to furnish everything required to complete its Work in connection with the construction of the Project, including all labor, materials, scaffolding, equipment, machinery, tools, apparatus, transportation, and all required shop drawings and samples, and to perform all other portions of the Work shown and described in the plans and specifications. The Subcontractor acknowledges that it has received, read, and is familiar with the applicable plans and specifications and agrees that the methods, sequences, and procedures described therein for the Work are correct and acceptable.

§ 6.2 Execution and Progress of the Work

§ 6.2.1 For any portion of the Work the Subcontractor intends to subcontract to a lower tier, the Subcontractor shall enter into written agreements with its lower-tier subcontractors by which they are mutually bound, to the extent of the work to be performed, assuming toward each other all obligations and responsibilities that the Contractor and Subcontractor assume toward each other under this Master Agreement, and having the benefit of all corresponding rights and remedies.

§ 6.2.2 The Subcontractor shall supervise and direct its lower-tier subcontractors' work and shall cooperate with the Contractor in scheduling and performing the Subcontractor's Work to avoid conflict with, delay in, or interference with the work of the Contractor, other subcontractors, the Owner, or separate contractors.

§ 6.2.3 The Subcontractor shall perform the Work in strict accordance with the Scope of Work stated in the Work Order and the plans and specifications on file with the Contractor, together with any general conditions or other requirements for the Work.

§ 6.2.4 The Subcontractor warrants that it has inspected the site of the proposed Work to reach a clear understanding of the conditions under which the Work is to be performed, has compared the site with the drawings and specifications, and has satisfied itself as to all conditions affecting the Work. The Subcontractor will not be reimbursed for expenses arising from discrepancies between the drawings and actual site conditions unless it gives the Contractor written notice of the discrepancy before proceeding. By commencing performance, the Subcontractor expressly agrees that the site is suitable and adequately prepared for its performance.

§ 6.2.5 The Subcontractor shall not communicate directly with the Owner, the Homebuyer, or any General Contractor concerning matters governed by this Agreement except as expressly agreed in writing by the Contractor.

§ 6.2.6 Upon the Contractor's request, the Subcontractor shall provide the names, addresses, and contact information of all lower-tier subcontractors, materialmen, laborers, and suppliers it uses under any Work Order.

§ 6.3 Non-Solicitation and Non-Competition

§ 6.3.1 During the Term of this Agreement and for one (1) year after it expires or is terminated for any reason, the Subcontractor shall not, directly or indirectly, employ, hire, solicit for employment, or engage any individual who is an employee, agent, or representative of the Contractor and who has directly worked in connection with this Agreement (excluding indirect, back-office personnel), unless the Contractor has provided prior written consent, which may be conditional. The parties acknowledge that the Contractor would suffer substantial and irreparable harm from a breach of this provision and that the Contractor shall be entitled to injunctive relief in addition to its actual damages.

§ 6.3.2 During the Term, and for one (1) year after this Agreement expires or is terminated for any reason, the Subcontractor shall not, directly or indirectly, solicit the Owner or Homebuyer on any Project to perform services substantially similar to those performed under any Work Order, except as performed in accordance with this Agreement.

§ 6.3.3 The Subcontractor warrants that it has not and shall not pay any employee or representative of the Contractor any fee, monetary incentive, or other remuneration in exchange for the opportunity to work with the Contractor or as an inducement thereof, and that it shall neither offer nor accept any kickbacks or bribes in connection with the Project.

§ 6.4 Submittals and Performance

§ 6.4.1 The Subcontractor shall submit Shop Drawings, Product Data, Samples, and similar submittals, if required by the Subcontract 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.

§ 6.4.2 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Subcontractor represents that it has (1) reviewed and approved them; (2) determined and verified materials, field measurements, and field construction criteria, or will do so; and (3) checked and coordinated the information within such submittals with the requirements of the Work and the Subcontract Documents.

§ 6.4.3 The Subcontractor shall furnish the Contractor periodic progress reports on the Work as mutually agreed, including the status of materials and equipment in preparation, manufacture, or transit.

§ 6.4.4 The Subcontractor agrees that the Contractor, the Owner, any General Contractor, the Design Professional (if any), and the authority having jurisdiction each have authority to reject Work that does not conform to the Subcontract Documents, the Prime Contract, or the Florida Building Code.

§ 6.4.5 The Subcontractor shall pay for all materials, equipment, and labor used in performing the Work through the period covered by previous payments received from the Contractor, and shall furnish satisfactory evidence of such payment when requested.

§ 6.4.6 The Subcontractor shall take necessary precautions to protect the work of the Contractor, the Owner's separate contractors, and other subcontractors from damage caused by its operations.

§ 6.4.7 The Subcontractor shall cooperate with the Contractor, the Owner, any General Contractor, and other subcontractors whose work might affect the Subcontractor's Work, shall participate in coordinated drawings in areas of congestion if required, and shall promptly advise the Contractor of any potential conflicts.

§ 6.5 Scopes of Work, Plans, Codes, Permits, and Compliance with Laws

§ 6.5.1 Strict Scope, Plan, and Code Compliance. The Subcontractor shall perform the Work strictly in accordance with (1) the Scope of Work set forth in the applicable Work Order; (2) the approved plans, specifications, and Owner/Homebuyer selections; (3) the Florida Building Code and all other applicable building, energy, mechanical,

plumbing, electrical, fire, wind-load, and life-safety codes in effect for the Project; (4) the applicable manufacturers' published installation instructions and any requirements necessary to preserve product and system warranties; and (5) good and workmanlike Florida residential construction practice. Where these standards differ, the Subcontractor shall perform to the most stringent applicable requirement. The Subcontractor shall not deviate from the Scope of Work, plans, or specifications without a written Modification under Article 7.

§ 6.5.2 Inspections. The Subcontractor shall perform its Work so that it passes all governmental and Contractor quality inspections. If any portion of the Subcontractor's Work fails an inspection, or must be re-inspected, corrected, or re-performed due to the Subcontractor's noncompliance, the Subcontractor shall promptly correct the Work and shall bear all re-inspection fees, correction costs, and resulting delay costs. The Subcontractor shall not cover or conceal any Work required to be inspected until the required inspection has been completed and passed.

§ 6.5.3 Permits, Fees, and Notices. The Subcontractor shall give notices and comply with applicable laws, statutes, ordinances, codes, rules, regulations, and lawful orders of public authorities bearing on performance of the Work, including the Florida Building Code. The Subcontractor shall secure and pay for permits, fees, licenses, and inspections by governmental agencies necessary for proper execution and completion of its Work, to the extent the furnishing of which is the Subcontractor's responsibility under the Work Order or applicable law.

§ 6.5.4 Taxes and Employment Laws. The Subcontractor shall comply with all federal, state, and local tax laws, social security acts, unemployment compensation acts, and workers' compensation acts applicable to performance of the Work.

§ 6.5.5 Notice of Nonconforming Conditions. If the Subcontractor observes that the plans, specifications, or Scope of Work are at variance with the Florida Building Code or applicable law, or that preceding work by others is defective or will prevent code-compliant installation of the Subcontractor's Work, the Subcontractor shall promptly, and before proceeding, report the condition to the Contractor in writing. If the Subcontractor performs Work knowing it to be contrary to such codes or laws, or over defective preceding work, without such notice, the Subcontractor shall assume responsibility for that Work and shall bear the costs attributable to correction.

§ 6.6 Safety Precautions and Procedures

§ 6.6.1 The Subcontractor is solely responsible for the safety of its own employees, agents, and lower-tier subcontractors, and for initiating, maintaining, and supervising all safety precautions and programs in connection with its Work. The Subcontractor shall comply with the Occupational Safety and Health Act and OSHA construction standards (29 C.F.R. Part 1926) as applicable in Florida, with all applicable laws and codes, with any site-specific safety program of the Contractor, Owner, or General Contractor, and with Middle Bay Homes, LLC's Safety Commitment, which is incorporated into this Agreement. The Subcontractor shall be solely responsible for, and shall not pass through to the Contractor, any citations, penalties, or fines assessed against it or arising out of its Work. The Subcontractor shall notify the Contractor within twenty-four (24) hours of any injury to an employee or agent of the Subcontractor occurring at the site.

§ 6.6.2 If the Subcontractor or anyone for whose acts it is responsible uses hazardous materials or substances on the site of a type for which an employer is required by law to notify its employees, the Subcontractor shall, before delivery to the site or exposure of others, give notice of the chemical composition to the Contractor in sufficient detail and time to permit compliance with applicable law.

§ 6.6.3 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death from a hazardous material or substance (including asbestos or PCB) encountered on the site, the Subcontractor shall, upon recognizing the condition, immediately stop Work in the affected area and promptly report the condition to the Contractor in writing. Work shall resume upon written agreement of the parties once the material or substance has been rendered harmless.

§ 6.6.4 The Subcontractor shall reimburse the Contractor for costs the Contractor incurs (1) to remediate a hazardous material or substance brought to the site and negligently handled by the Subcontractor, or (2) where the Subcontractor fails to perform its obligations under § 6.6.3.

§ 6.7 Cleaning Up

§ 6.7.1 The Subcontractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by its operations, and shall remove its waste, rubbish, tools, equipment, and surplus materials from the site upon completion of its Work.

§ 6.7.2 If the Subcontractor fails to clean up as provided in the Subcontract Documents, the Contractor may do so and charge the Subcontractor its appropriate share of the cleanup costs.

§ 6.7.3 In the event of termination, any materials located on site at the time of termination shall remain on site and shall not be removed except as agreed in writing by the Contractor.

§ 6.8 Warranty

§ 6.8.1 The Subcontractor fully guarantees and warrants that its Work will be free from defects and deviations, will conform to the Scope of Work, plans, specifications, and the Florida Building Code, and will be performed in a good and workmanlike manner with new materials of the required quality unless otherwise specified. This express warranty runs for the longest of: (a) the period during which the Contractor is or may be obligated to the Owner or any Homebuyer under any express written home warranty, purchase-and-sale agreement, or the Prime Contract; (b) any warranty period specified in the Work Order; or (c) one (1) year from final acceptance of the Subcontractor's Work for non-latent defects. In addition, and notwithstanding the foregoing, the Subcontractor remains liable to the Contractor for latent defects, defects in violation of the Florida Building Code, and structural defects in its Work throughout the full applicable Florida statute of repose for improvements to real property (currently seven (7) years, running from the earliest of the issuance of a temporary certificate of occupancy, a certificate of occupancy, or a certificate of completion, or the date of abandonment of construction if not completed, under § 95.11(3)(b), Florida Statutes).

§ 6.8.2 Nothing in this Agreement shall be construed to limit or shorten any applicable statute of limitation or repose, or any warranty (express, implied, statutory, or common-law, including implied warranties of merchantability, fitness, and habitability) available to the Contractor, the Owner, or any Homebuyer. Issuance of any certificate of substantial or final completion, or the Contractor's sale of the home, shall not relieve the Subcontractor of liability for failure to follow the Scope of Work, plans, specifications, the Florida Building Code, or good and workmanlike practice. The Subcontractor's warranty excludes remedy for damage or defect caused by abuse, alterations not made by the Subcontractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage.

§ 6.8.3 All material, equipment, and special/manufacturer warranties required by the Subcontract Documents shall be issued in the name of, or be transferable to, the Owner and any Homebuyer, and shall be delivered to the Contractor before final payment. The Subcontractor shall perform its Work so as to preserve, and not void, all such manufacturer and system warranties.

§ 6.8.4 If the Subcontractor breaches any warranty in this Subcontract or any statutory or common-law warranty applicable to the Work, the Subcontractor shall be responsible, at its sole cost and expense, for all repairs, removals, and replacements of nonconforming Work and of any products supplied by the Contractor, and for repairing or replacing any real or personal property damaged as a result, in addition to reimbursing the Contractor for all related damages, losses, costs, and expenses (including consultant and expert fees).

§ 6.8.5 The warranties in this Subcontract are in addition to, and not in limitation of, all other warranties or remedies required by or arising under applicable law, including common law.

§ 6.8.6 Upon written notice from the Contractor (including notice forwarded under § 6.10), the Subcontractor shall promptly correct any warranty or defect item, and in no event later than forty-eight (48) hours after notice for emergency, life-safety, or water-intrusion conditions. If the Subcontractor fails to promptly correct its Work, the Contractor may correct the Work itself or through others and charge all costs to the Subcontractor, and may pursue any and all other remedies available to it. Nothing in this Section extends any applicable statute of limitation or repose.

§ 6.9 Indemnification

§ 6.9.1 To the fullest extent permitted by law, the Subcontractor shall defend, indemnify, and hold harmless the Contractor, the Owner, any General Contractor, any Homebuyer, any construction lender, and their respective parents, affiliates, members, managers, officers, directors, agents, and employees (collectively, the "Indemnitees") from and against all claims, damages, losses, and expenses (including reasonable attorneys', consultant, and expert fees and costs, at trial and on appeal), liabilities, interest, fines, and judgments, whether arising before or after completion of the Work and whether or not the home has been sold, that (i) are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including loss of use; and (ii) are caused, or claimed to be caused, in whole or in part by any negligent act or omission of the Subcontractor, its lower-tier subcontractors, or anyone for whose acts they may be liable, regardless of whether such claim is caused in part by an Indemnitee; or (iii) arise out of the Subcontractor's breach of any representation, warranty, covenant, or performance obligation of this Agreement, including any failure to comply with the Scope of Work, plans, specifications, or the Florida Building Code. This indemnification does not extend to liability arising from the gross negligence, or willful, wanton, or intentional misconduct, of an Indemnitee. The parties acknowledge and agree that the monetary limitation

on the extent of this indemnification is the greater of the limits of insurance required of the Subcontractor under Exhibit "B" or One Million Dollars (\$1,000,000) per occurrence, which the parties agree bears a reasonable commercial relationship to the Subcontract and to each Work Order, and that the requirements of § 725.06, Florida Statutes, have been satisfied. This provision survives termination of this Master Agreement and any Work Order, and survives the sale or transfer of the improved property. The Subcontractor's duty to defend is separate from and independent of its duty to indemnify and arises upon written tender by an Indemnatee, regardless of the ultimate determination of fault.

§ 6.9.2 In claims against any Indemnatee by an employee of the Subcontractor, its lower-tier subcontractors, or anyone for whose acts they may be liable, the indemnification obligation under § 6.9.1 shall not be limited by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Subcontractor or its lower-tier subcontractors under workers' compensation, disability benefit, or other employee benefit acts.

§ 6.9.3 The Subcontractor's indemnity and defense obligations are in addition to, and not limited by, the insurance the Subcontractor is required to carry under Exhibit "B," and shall not be construed to negate, abridge, or reduce any other right or obligation of indemnity that would otherwise exist.

§ 6.10 Construction Defect Claims; Notice and Right to Repair (Chapter 558, Florida Statutes)

§ 6.10.1 The Subcontractor acknowledges that the Contractor, the Owner, and any Homebuyer are entitled to the notice-and-opportunity-to-repair process of Chapter 558, Florida Statutes, and that construction-defect claims may be asserted against the Contractor years after completion and sale. The Subcontractor shall participate in and support that process as to its Work.

§ 6.10.2 Upon the Contractor forwarding to the Subcontractor a notice of claim, defect list, warranty request, or Chapter 558 notice reasonably relating to the Subcontractor's Work, the Subcontractor shall, at its sole expense and within the time the Contractor specifies (which the Contractor may set to allow the Contractor to meet its own deadlines to the claimant, and in no event later than the response and inspection periods afforded to the Contractor under Chapter 558): (a) inspect the alleged defect at the Contractor's or claimant's reasonable convenience; (b) respond to the Contractor in writing stating whether the Subcontractor disputes the claim, will remedy it, and/or will resolve it by monetary payment, with supporting detail; and (c) if directed by the Contractor, perform the repair or remediation of its Work in a code-compliant, good and workmanlike manner. The Subcontractor shall promptly place its insurer(s) on notice of any such claim.

§ 6.10.3 The Contractor's act of forwarding a notice, defect list, or Chapter 558 claim to the Subcontractor is not, and shall not be construed as, an admission by the Contractor that a defect exists or that the Subcontractor's Work is deficient; it is provided solely to afford the Subcontractor the opportunity to inspect, respond, and remedy as provided in this Section and under Chapter 558.

§ 6.10.4 If the Subcontractor fails to timely inspect, respond, or remedy as required, the Contractor may resolve the claim, repair or remediate the Work through its own or other forces, and/or settle the claim as to the Subcontractor's Work, and the Subcontractor shall be liable for and shall reimburse the Contractor for all resulting costs, repair amounts, settlement amounts reasonably allocable to the Subcontractor's Work, and defense costs, subject to the Subcontractor's indemnity obligations under § 6.9. The Subcontractor's obligations under this Section survive completion of the Work and the sale or transfer of the improved property, and continue throughout the applicable statutes of limitation and repose.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 The Owner, any General Contractor, or the Contractor may make changes in the Work. Upon receipt of a change affecting the Subcontractor's Work issued after execution of a Work Order, the Contractor will notify the Subcontractor. Unless otherwise directed by the Contractor, the Subcontractor shall not thereafter order materials or perform Work inconsistent with the change.

§ 7.2 The Contractor may order the Subcontractor in writing, without invalidating the Subcontract, to make changes in the Work within the general scope of the Subcontract, consisting of additions, deletions, or other revisions, with the Subcontract Sum and Subcontract Time adjusted accordingly. Before commencing changed Work, the Subcontractor shall promptly submit to the Contractor a written Claim for adjustment to the Subcontract Sum and Subcontract Time. No change in the Work shall be valid or paid for without a written change order or amended Purchase Order issued by the Contractor through JobTread.

§ 7.3 The Subcontractor shall make all Claims for extensions of time promptly and in accordance with the Subcontract Documents. A Claim that will become part of a Claim the Contractor must make under the Prime Contract

shall be made in sufficient time to permit the Contractor to satisfy the Prime Contract's requirements, and in no event less than two (2) working days before the time by which the Contractor's Claim must be made. Failure to make a timely Claim shall result in a waiver of such Claim.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 Subject to §§ 8.2 and 8.3, any claim, dispute, or other matter arising out of or related to the Subcontract shall first be addressed by the parties through their good-faith efforts for a period of sixty (60) days following written notice of a dispute. If the parties cannot resolve the dispute informally, it shall be submitted to mediation.

§ 8.2 Mediation is a condition precedent to binding dispute resolution. Nothing in this Article limits the Contractor's rights to self-help, set-off, backcharge, or correction of the Work under §§ 5.3, 6.5, 6.8, 6.10, and 10.1.8, or the Contractor's right to seek injunctive relief, none of which is subject to any condition precedent.

§ 8.3 If the parties do not resolve a dispute through mediation, the method of binding dispute resolution shall be litigation in a court of competent jurisdiction. Venue for any such action shall lie exclusively in Hillsborough County, Florida, and the Subcontractor (and its surety, if any) waives any right it may have in the selection of venue, notwithstanding any contrary provision in any surety bond. **THE PARTIES KNOWINGLY AND VOLUNTARILY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT.**

§ 8.4 Consent to Joinder

§ 8.4.1 In the event of any litigation, arbitration, mediation, or Chapter 558 proceeding between or involving the Owner, any Homebuyer, any General Contractor, and/or the Contractor, or between any of them and another party, the Subcontractor (and its surety, if any) consents to be joined as an additional party where the proceeding involves or is alleged to involve the Work of the Subcontractor, or where complete resolution of the issues requires joinder of the Subcontractor. If the Subcontractor or its surety fails to participate in any such proceeding involving claims for which the Subcontractor is or is alleged to be responsible, it shall be bound by the result. The Subcontractor agrees to fully cooperate with the Contractor in any such proceeding, including furnishing witnesses, documents, and records, all at the Subcontractor's sole expense.

§ 8.5 Waiver of Claims for Consequential Damages

§ 8.5.1 The Subcontractor waives claims against the Contractor for consequential damages arising out of or relating to the Subcontract, including consequential damages due to either party's termination under Article 9. Nothing herein precludes an award of liquidated damages where applicable under the Prime Contract or this Agreement, or limits the Subcontractor's liability to the Contractor for damages the Contractor incurs to the Owner, any Homebuyer, or third parties.

§ 8.6 Time and Delays

§ 8.6.1 Subcontract Time. The Subcontractor shall commence performance as directed in the Work Order and complete the Work within the schedule stated in the Work Order, time being of the essence and a material term of this Agreement. If the Subcontractor fails to complete the Work within the Subcontract Time through no fault of the Contractor (and not otherwise adjusted under Article 7), the Contractor may charge the Subcontractor liquidated damages, and not as a penalty, of \$250.00 per day for each day the Subcontract Time is not achieved, without limiting the Contractor's other remedies. If the Subcontractor fails to commence the Work on the date stated in the Work Order through no fault of the Contractor and fails to give two (2) days' notice of its inability to commence, the Contractor may, at its discretion, charge \$100.00 per day for each day the Subcontractor fails to commence. The parties agree these per-day charges bear a reasonable relationship to the actual damages the Contractor will suffer.

§ 8.6.2 Delays. The Contractor shall not be liable to the Subcontractor for damages due to delay to the Subcontractor's Work from any source. If the Subcontractor is delayed, the time for completion shall be extended for a period equal to the time lost, provided the Subcontractor presents a written claim to the Contractor within seventy-two (72) hours of the beginning of the delay, the Contractor approves the claim in writing, and (on a Custom Project or where the Contractor works under a General Contractor) a like extension is granted to the Contractor by the Owner or General Contractor. Such extension of time fully satisfies and cancels any and all other claims on account of the delay, including incidental or consequential damages. Neither party shall be liable to the other for damages resulting from delay caused by fire, casualty, riots, strikes, labor disturbances, material shortages, war, terrorism, governmental delay, or acts of God, including earthquakes, hurricanes, and floods (a "Force Majeure Event").

ARTICLE 9 TERMINATION AND DEFAULT

§ 9.1 Termination by the Contractor

§ 9.1.1 The Contractor may terminate this Master Agreement, or any Work Order issued under it, together with all rights and obligations hereunder, with or without cause, at the Contractor's sole discretion, at any time. If the Contractor terminates without cause before commencement of the Work, the Contractor shall reimburse the Subcontractor only for reasonable, documented out-of-pocket costs incurred in actual preparation for performance of the Work Order. If the Contractor terminates after commencement of the Work, whether or not for cause, the Subcontractor's recoverable damages, if any, shall be limited to compensation for Work satisfactorily performed through the date of termination, subject to set-off for damages, delays, and costs caused by the termination or by the Subcontractor's default.

§ 9.2 Termination of a Work Order under this Article shall not be deemed a termination of other Work Orders under this Master Agreement.

§ 9.3 Should the Subcontractor fail to perform any of its obligations, or should a voluntary or involuntary bankruptcy petition be filed by or against the Subcontractor, or should the Subcontractor make a general assignment for the benefit of creditors, have a receiver appointed, or have a tax lien filed against it, and the Contractor reasonably determines that such event causes or threatens to cause delay or affects the quality of the Work, the Contractor shall have the right, but not the obligation, to pursue any or all of the following:

- Investigate the cause of such breach or failure and expedite its cure in any manner, including supplementing the Subcontractor's forces;
- Take charge of and complete the performance of the Work provided for herein; and/or
- Declare this Subcontract breached by the Subcontractor upon seventy-two (72) hours' notice and re-let the remaining Work to other parties as necessary in the Contractor's opinion, in which event no further payments shall be due to the Subcontractor until completion of the Work.

§ 9.4 In any such event, all losses, damages, and expenses, including interest, attorneys' fees, court costs, and appellate attorneys' fees and costs incurred by the Contractor, shall be borne by and charged against the Subcontractor and its surety, together with ten percent (10%) overhead and ten percent (10%) profit, and shall constitute the damages for breach of this Agreement. A breach of any other agreement between the Contractor and the Subcontractor pertaining to this or any other project shall constitute a material breach under this Agreement. In the event of a conflict between this Article 9 and any other provision regarding the Contractor's recovery rights, this Article 9 shall control.

ARTICLE 10 PAYMENTS

§ 10.1 Subcontract Sum and Progress Payments

§ 10.1.1 Each Work Order shall state a Subcontract Sum. The Contractor shall pay the Subcontractor the Subcontract Sum in current funds in accordance with each Subcontract and Work Order. The Contractor shall pay each properly submitted and approved Application for Payment or invoice within thirty (30) days after the Contractor's receipt of a complete and conforming Application for Payment or invoice referencing the applicable JobTread Purchase Order ("Net 30").

§ 10.1.2 Each Application for Payment or invoice shall be accompanied by valid lien and bond waivers in the form prescribed by §§ 713.20 and 713.235, Florida Statutes, as applicable, covering the amounts reflected in the request; receipt of such waivers is a condition precedent to payment. When requested by the Contractor, the Subcontractor shall submit a schedule of values allocating the entire Subcontract Sum among the portions of the Subcontractor's Work, which, unless objected to by the Contractor, shall be used as the basis for reviewing the Subcontractor's Applications for Payment.

§ 10.1.3 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered. The unpaid balance shall at all times be sufficient to complete the Work and to satisfy any unpaid liens or claims for which the Contractor may be responsible. Valuation of completed Work shall be made by the Contractor. The Subcontractor shall not remove stored materials for which payment is requested. The Contractor shall not be liable for loss, damage, theft, or vandalism to the Subcontractor's property, materials, tools, or equipment on the Project site.

§ 10.1.4 Upon partial or entire disapproval of an Application for Payment, the Contractor will provide notice to the Subcontractor. The Subcontractor may submit a Claim under Article 8. When the basis for disapproval is remedied, the withheld amounts shall be paid.

§ 10.1.5 The Subcontractor shall defend and indemnify the Contractor, the Owner, and any Homebuyer from all loss, liability, damage, or expense, including reasonable attorneys' fees, arising out of any lien or other claim for payment by the Subcontractor or any of its lower-tier subcontractors or suppliers. Where permitted, the Subcontractor may transfer such a lien to a surety bond under § 713.24, Florida Statutes, and the Contractor may likewise bond off or discharge any such lien and charge the cost to the Subcontractor.

§ 10.1.6 Contingent Final Payment ("Paid-When-Paid" Backstop). Progress payments under § 10.1.1 are not conditioned on the Contractor's receipt of payment from any higher party. Where, and only where, the Contractor performs the Work as a subcontractor under a General Contractor pursuant to § 1.8, the Contractor's actual receipt of final payment from that General Contractor or the Owner for the Subcontractor's Work is an express condition precedent to the Contractor's obligation to make final payment to the Subcontractor, and the Subcontractor expressly assumes the risk of that party's nonpayment for that portion. This express condition precedent applies notwithstanding any other provision of this Agreement. On the Contractor's Spec and Custom Projects, this contingency does not apply and final payment is governed by § 10.2.1.

§ 10.1.7 All payments to the Subcontractor shall be held in trust by the Subcontractor for the benefit of the Contractor and of those furnishing labor, services, materials, or equipment to the Work, and shall not be diverted to any other purpose until those persons have been paid.

§ 10.1.8 The Contractor may deduct from any amounts due the Subcontractor any sum owed by the Subcontractor to the Contractor under this Agreement, and may withhold from any payment an amount sufficient to protect the Contractor against any loss, delay, damage, backcharge, or expense arising from the Subcontractor's breach of any provision of this Agreement or any other agreement between the parties, including any defect, warranty, or Chapter 558 obligation.

§ 10.1.9 Retainage. The Contractor may, at its discretion and upon prior written notice but without further approval of the Subcontractor, withhold retainage of up to ten percent (10%) of the amount otherwise due on each progress payment made before substantial completion of the Work, after deduction of other amounts provided in this Agreement. The Contractor may reduce the retainage at any time. Retainage shall not exceed amounts permitted by applicable law.

§ 10.2 Final Payment

§ 10.2.1 On the Contractor's Spec and Custom Projects, final payment of the Subcontract Sum, less any proper deductions, shall be made to the Subcontractor within thirty (30) days after the latest of: (a) the Subcontractor's full and final completion of the Work and the Contractor's acceptance; (b) the Contractor's receipt of all closeout documents, final lien releases, and manufacturer/system warranties; and (c) the Subcontractor's submission of a conforming final Application for Payment. Where the Contractor performs as a subcontractor under a General Contractor, final payment is additionally subject to the contingent-payment condition in § 10.1.6. If at any time there is evidence of any lien or claim chargeable to the Subcontractor, the Contractor may retain from any payment an amount sufficient to indemnify the Owner, any Homebuyer, any General Contractor, and the Contractor against such lien or claim and the costs of defense. Should any claim or lien develop after payment, the Subcontractor shall promptly refund to the Contractor all monies the Contractor is compelled to pay in discharging it, including interest, attorneys' fees, and costs.

§ 10.2.2 As often as requested, the Subcontractor shall furnish a sworn statement showing all parties furnishing labor and materials, with their names, addresses, and amounts due. Before final payment, the Subcontractor shall, if required, submit evidence satisfactory to the Contractor that all payrolls, bills for materials and equipment, and known indebtedness connected with the Work have been satisfied. Acceptance of final payment constitutes a waiver of claims by the Subcontractor except those previously made in writing and identified as unsettled at the time of the final Application for Payment.

§ 10.2.3 No payment shall be construed as acceptance of defective or nonconforming Work or materials, and the Contractor reserves the right to require the Subcontractor to comply with the Scope of Work, plans, specifications, and the Florida Building Code regardless of payment. The Contractor may, at its discretion, issue joint checks to the Subcontractor and any supplier or lower-tier subcontractor claiming a right to payment or lien, upon which the Subcontractor and such payee shall issue a release of lien or bond rights.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Subcontractor's Required Insurance Coverage

§ 11.1.1 The Subcontractor shall purchase and maintain the types and limits of insurance set forth in Exhibit "B," plus any additional coverage required for a specific Project as set forth in a Work Order, from insurers lawfully authorized to do business in the jurisdiction where the Project is located, to protect against claims arising out of or resulting from the Subcontractor's operations and completed operations under the Subcontract.

§ 11.2 Performance and Payment Bonds

§ 11.2.1 The Subcontractor's performance and payment bond obligations, if any, shall be as required in the Work Order. Upon request of any apparent potential beneficiary of such bonds, the Subcontractor shall promptly furnish a copy.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Contractor and Subcontractor waive all rights against each other, and against the Owner, any Homebuyer, the Design Professional and its consultants, and the Owner's separate contractors, and the agents and employees of each, for damages caused by fire or other causes of loss to the extent covered by property insurance applicable to the Work or the Project site, except such rights as they may have to the proceeds of such insurance. The Subcontractor shall require similar written waivers from its lower-tier subcontractors and shall cause its policies to permit such waivers.

ARTICLE 12 MISCELLANEOUS PROVISIONS

§ 12.1 This Master Agreement and each Subcontract shall be governed by the laws of the State of Florida, without regard to conflict-of-laws principles.

§ 12.2 Where reference is made to a provision of another Subcontract Document, the reference refers to that provision as amended or supplemented by other provisions of the Subcontract Documents.

§ 12.3 Notice

§ 12.3.1 Except as provided in § 12.3.2, where the Subcontract Documents require notice, such notice shall be in writing to the designated representative of the party to be notified and shall be deemed duly served if delivered by email to the email identified in this Agreement or Work Order, by hand delivery, by certified mail return receipt requested, or by recognized courier.

§ 12.3.2 Notice of Claims shall be in writing and deemed duly served only if delivered to the designated representative by certified or registered mail, or by courier providing proof of delivery.

§ 12.4 Neither party's representative shall be changed without ten (10) days' prior notice to the other party.

§ 12.5 The invalidity of any provision of the Subcontract Documents shall not invalidate the Subcontract or its remaining provisions. Any provision determined to be invalid or unenforceable shall be revised to the extent necessary to make it legal and enforceable while giving effect, to the fullest extent permitted by law, to the parties' intentions — including, as to § 6.9, reformation to the maximum indemnity permitted under § 725.06, Florida Statutes.

§ 12.6 Immigration / E-Verify. The Subcontractor shall comply with all applicable immigration laws, including § 448.095, Florida Statutes, and shall use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all newly hired employees as required by Florida law. The Subcontractor shall, upon request, provide the Contractor an affidavit of its compliance. Failure to comply constitutes a material breach of this Agreement.

§ 12.7 Attorneys' Fees

§ 12.7.1 The Subcontractor shall pay the Contractor its reasonable attorneys' fees and costs (including paralegal, expert, consultant, appellate, and bankruptcy attorneys' fees and costs) incurred to obtain the Subcontractor's performance or to recover damages caused by the Subcontractor's action, inaction, or failure to perform, or where the Contractor is made a party to any action or Chapter 558 proceeding arising out of the Work.

§ 12.8 This Subcontract shall inure to the benefit of and bind the heirs, executors, administrators, successors, and permitted assigns of the parties. The Owner, any Homebuyer, and any construction lender identified in a Work Order are intended third-party beneficiaries of the Subcontractor's warranty, indemnity, and insurance obligations.

§ 12.9 Contingent Payment Acknowledgment. The Subcontractor acknowledges that, where applicable under § 1.8, the contingent-final-payment provisions of § 10.1.6 are a material inducement to the Contractor's award of Work, and agrees that, where applicable, the higher party's payment to the Contractor is an express condition precedent to the Contractor's obligation to make final payment as set forth in Article 10.

§ 12.10 Neither any payment due the Subcontractor nor any other right or interest of the Subcontractor under this Agreement may be assigned or transferred without the Contractor's prior written consent. Any such assignment shall not relieve the Subcontractor of its obligations. The Contractor may assign this Agreement and any Work Order, including to an affiliate or to a Homebuyer or successor owner of the improved property.

§ 12.11 The Subcontractor is acting solely as an independent contractor and is not an employee, partner, or joint venturer of the Contractor.

§ 12.12 The failure of the Contractor to exercise any right under this Agreement shall not constitute a waiver thereof.

§ 12.13 Signatures on this Agreement and any document identified herein may be executed by facsimile, PDF, or electronic signature, unless prohibited by law or required to be in a particular form for recordation. Each person signing represents that they are authorized to bind the party for whom they sign.

ARTICLE 13 SCOPE OF THIS MASTER AGREEMENT

§ 13.1 This Master Agreement represents the entire and integrated agreement between the Contractor and Subcontractor and supersedes all prior negotiations, representations, or agreements, written or oral. It may be amended only by a written instrument signed by both parties.

§ 13.2 This Master Agreement is comprised of the following documents:

- Master Subcontract Agreement Between Contractor and Subcontractor;
- Exhibit "A" – Work Order / Purchase Order Form (issued through JobTread);
- Exhibit "B" – Insurance Requirements; and
- Middle Bay Homes, LLC Safety Commitment.

This Agreement is entered into as of the day and year first written above.

CONTRACTOR — Middle Bay Homes, LLC

By (Signature): _____

Print Name / Title: _____

Date: _____

SUBCONTRACTOR

Company: _____

By (Signature): _____

Print Name / Title: _____

Date: _____

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EXHIBIT "A" – WORK ORDER / PURCHASE ORDER

All Work Orders are issued by the Contractor as Purchase Orders through the Contractor's JobTread system. The JobTread Purchase Order is the Work Order for purposes of this Agreement and is the Subcontractor's sole authorization to commence the Work. The Subcontractor shall not begin Work without an issued Purchase Order.

Each JobTread Purchase Order will identify, at minimum:

- Project name and address;
- Owner (and General Contractor, if any);
- Detailed Scope of the Subcontractor's Work and applicable plans/specifications;
- Subcontract Sum (price) and unit/line-item breakdown;
- Subcontract Time (start date and completion date / schedule);
- Any project-specific insurance, bonding, or safety requirements; and
- The Contractor's representative for the Work Order.

Invoicing against a Purchase Order: Submit your invoice or Application for Payment referencing the JobTread PO number. The Contractor pays approved, conforming invoices Net 30 from the date of its receipt. Lien/bond waivers (§ 10.1.2) must accompany each invoice.

EXHIBIT "B" – INSURANCE REQUIREMENTS

B.1 Insurance. Before providing any services on the Project, the Subcontractor shall, at its sole expense, procure and maintain insurance of the types, forms, and amounts described below from insurer(s) authorized to do business in the state where services are performed, unless the Contractor waives a requirement in writing or by email. Coverage shall be placed with admitted insurers maintaining an A.M. Best rating of not less than A-, financial size category VII, unless otherwise approved by the Contractor. The Subcontractor shall furnish the Contractor certificates of insurance, endorsements, and, upon request, copies of policies before commencement of the Work and during its progress. The required policies shall remain in effect from the date of commencement until expiration of all applicable warranty and statute-of-repose periods, unless otherwise noted. If the Subcontractor fails to maintain any required insurance, the Contractor may (but is not obligated to) force-place such insurance for the Subcontractor's account and charge the cost to the Subcontractor.

B.2 Workers' Compensation. Workers' compensation insurance satisfying all statutorily required coverages and limits, or a valid Florida workers' compensation exemption certificate where applicable.

B.3 Employer's Liability. Employer's liability insurance with limits not less than \$1,000,000 each accident; \$1,000,000 each employee; and \$1,000,000 policy limit. Any excess insurance used to satisfy these requirements shall be follow-form to, or at least as broad as, the underlying coverage.

B.4 Commercial General Liability (CGL). CGL insurance (and, if necessary, commercial excess liability) with limits not less than \$1,000,000 per occurrence; \$2,000,000 general aggregate; and \$2,000,000 products-completed operations aggregate, providing coverage for: (1) bodily injury, sickness, disease, and death; (2) personal and advertising injury; (3) property damage, including loss of use; (4) bodily injury or property damage arising out of completed operations; (5) contractual liability; (6) independent contractors; (7) premises operations; and (8) products.

The Subcontractor's CGL policy shall not contain an exclusion or restriction of coverage for: (1) claims by one insured against another based solely on the claimant being an insured; (2) claims for bodily injury other than to employees of the insured; (3) claims for indemnity under § 6.9 of this Master Agreement arising out of injury to employees of the insured; (4) loss due to physical damage under a prior-injury endorsement; (5) residential, multi-family, tract, or other habitational or new-home construction; (6) earth subsidence or movement where the services involve such hazards; and (7) explosion, collapse, and underground hazards where the services involve such hazards. To the extent the CGL and excess coverage is subject to aggregate limits, the policy shall be endorsed to apply the general aggregate separately to the Project (per-project aggregate).

B.5 Additional Insured. To the fullest extent permitted by law, the Subcontractor shall cause its CGL coverage to include Middle Bay Homes, LLC, the Owner, any Homebuyer, any construction lender, and any other party required by a Work Order as additional insureds for claims caused in whole or in part by the Subcontractor's acts or omissions, for both ongoing and completed operations. The additional insured coverage shall be primary and non-contributory to the additional insureds' own general liability insurance. To the extent commercially available, additional insured coverage shall be no less than that provided by ISO forms CG 20 10 (ongoing operations) and CG 20 37 (completed operations).

B.6 Maintenance of Coverage. The Subcontractor shall maintain, without interruption, its CGL and additional insured coverage and renew the policies annually. These policies, including products-completed operations coverage, shall remain in place through the end of all applicable statutes of limitation and repose (including the seven-year Florida statute of repose under § 95.11(3)(b), Florida Statutes).

B.7 Notice of Cancellation. Within three (3) business days after the Subcontractor becomes aware of an impending or actual cancellation or expiration of any required insurance, it shall notify the Contractor. The Contractor may suspend the Work until the lapse is cured by replacement coverage. Furnishing such notice does not relieve the Subcontractor of any obligation to maintain required coverage.

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SAFETY COMMITMENT

Middle Bay Homes, LLC (the "Contractor") is committed to safe jobsites. The Contractor expects every subcontractor and its crews to work safely, follow the law, and protect themselves, the public, and the property we work on. This Safety Commitment is a Subcontract Document and is incorporated into the Master Subcontract Agreement.

1. Compliance with OSHA and Florida Law

The Subcontractor shall, at its sole expense, comply with the federal Occupational Safety and Health Act and all OSHA construction standards (29 C.F.R. Part 1926) as applicable in Florida, the Florida Building Code, and all other applicable federal, state, and local safety laws, regulations, and lawful orders. Where the Contractor, Owner, or General Contractor maintains a site-specific safety program, the Subcontractor shall comply with it as well. The more stringent requirement controls.

2. Sole Responsibility for the Subcontractor's Safety

The Subcontractor is solely responsible for the health and safety of its own employees, agents, and lower-tier subcontractors and for the means, methods, and sequences of its Work. The Subcontractor shall furnish and require the use of all personal protective equipment (PPE), fall protection, ladders, scaffolding, and other safety equipment required for its Work, and shall train and supervise its personnel in their proper use. Roofing, height, and ladder work shall at all times comply with applicable fall-protection requirements.

3. Responsibility for Citations, Penalties, and Fines

The Subcontractor is solely responsible for any OSHA or other regulatory citation, penalty, or fine assessed against it or arising out of its Work, its crews, its equipment, or its safety practices. The Subcontractor shall not pass through, charge, or assign any such citation, penalty, or fine to the Contractor, and shall defend, indemnify, and hold the Contractor harmless from any citation, penalty, or fine arising out of the Subcontractor's noncompliance, to the fullest extent permitted by law.

4. Hazard Reporting, Injuries, and Stop-Work Authority

The Subcontractor shall promptly correct unsafe conditions within its control and shall notify the Contractor within twenty-four (24) hours of any recordable injury, fatality, or significant near-miss at the site, and of any inspection, citation, or investigation by OSHA or any other authority relating to its Work. The Contractor, the Owner, or the General Contractor may stop any Work that presents an imminent safety hazard, at the Subcontractor's risk and expense, until the hazard is corrected.

5. Substance Use and Site Conduct

The Subcontractor shall maintain a drug- and alcohol-free workforce on the site. Any person under the influence of drugs or alcohol shall be removed from the site. The Subcontractor shall keep its work area clean and orderly and shall control its tools, materials, and debris so as not to endanger others.

6. Hazardous Materials

The Subcontractor shall handle and communicate hazardous materials in accordance with § 6.6 of the Master Subcontract Agreement and applicable hazard-communication requirements, and shall immediately stop work and notify the Contractor upon encountering any hazardous condition it is not authorized or equipped to address.

Acknowledged and agreed. The undersigned has read this Safety Commitment, has authority to bind the Subcontractor, and agrees that compliance is a material obligation under the Master Subcontract Agreement.

Subcontractor (Company): _____

By (Signature): _____

Print Name / Title: _____

Date: _____