

21.

LIST OF SUBCONTRACTORS

TYPE OF WORK	FIRM NAME, PHONE	REPRESENTATIVE
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N/A

Contractor to list all of its subcontractors above or attach a list.

22.

LIST OF MATERIAL SUPPLIERS

TYPE	NAME	PHONE #
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Contractor to list all material suppliers above or attach a list.

23. If the identity of any Subcontractor or material supplier is changed from that provided in Sections 21 and 22 above, Contractor shall be obligated to provide written notice thereof to client within five (5) business days of such change, which notice shall provide all of the information listed above with respect to any new Subcontractor or material supplier.

CONTRACTOR: Bell Roofing Company, Incorporated

BY: Jeffrey F. Bell, President

SIGNATURE:



DATE:

Client Initials MH

Contractor Initials JB

EXHIBIT "C"

All capitalized, defined terms used in the Contractor Agreement of which this Exhibit C is a part (the "Contract"), shall have the same meanings in this Exhibit C unless specifically indicated otherwise.

At all times during the term of the Contract, Contractor shall procure and maintain, at its own expense, the following insurance coverages:

1. WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE as required by law, with limits equal to the greater of the limits required by law or the following:

Bodily Injury by Accident - \$100,000 each accident
Bodily Injury by Disease - \$500,000 policy limit
Bodily Injury by Disease - \$100,000 each employee

2. GENERAL LIABILITY INSURANCE in the amount of \$2,000,000 for each occurrence for bodily injury and or property damage liability combined, and including:

- a) Premises and Operations coverage with explosion, collapse and underground exclusions deleted, if any.
- b) Owner's and Contractor's Protective Coverage.
- c) Products and Completed Operation Coverage
- d) Blanket Contractual coverage, including both oral and written contracts, and specifically including all contractual obligations of Contractor under the Contract, including without limitation all contractual obligations of indemnity thereunder.
- e) Personal injury coverage.
- f) Broad Form Property Damage Coverage, including completed operations.

3. BUSINESS AUTO LIABILITY INSURANCE written in the amount of \$2,000,000.00 for each occurrence for bodily injury and/or property damage liability combined, including:

- a) Owned Autos,
- b) Hired or Borrowed Autos,
- c) Non-owned Autos.

4. AT CLIENT'S OPTION UPON WRITTEN NOTICE TO CONTRACTOR: Excess or Umbrella Liability Insurance with limits not less than \$5,000,000 per occurrence or current limit presently carried by Contractor, whichever is greater, for bodily injury and/or property damage liability combined.

All insurance coverages and policies pursuant to Sections 1 through 4 above shall be subject to the following requirements:

a) All insurance companies shall be subject to the prior written approval of Client, in Client's sole discretion. Without limiting the generality of the foregoing, all insurance

Client Initials MH

Contractor Initials JP

companies shall have a Best's Rating of "A" or better, and shall be authorized to do business in the State of Louisiana.

b) All policies shall be endorsed to provide for a full waiver of subrogation in favor of (i) Client, (ii) 201 St. Charles Place, LLC, (iii) their respective employees, agents, officers, members, directors and shareholders, and (iv) their respective assigns, and/or successors in interest (collectively the "**Indemnitees**").

c) All policies shall be endorsed to afford to Client thirty (30) days' prior notice of cancellation or nonrenewal, and Contractor shall furnish to Client reasonable evidence of such endorsement (whether in the form of a certificate of insurance or otherwise, as may be reasonably required by Client).

d) Before Contractor performs any work or prepares or delivers any materials to the site of construction, Contractor must (in the manner for the giving of written notice as provided in the Contract) provide to Client and 201 St. Charles Place, LLC evidence of the insurance coverages required under the terms of this Contract, showing compliance with all of the requirements and conditions hereof, which evidence must be in form and content satisfactory to Client in its sole discretion, and such evidence may consist of one or more certificates of insurance and/or one or more endorsements and/or such other documentation as Client may require in its sole discretion.

e) The requirements of this Exhibit "C" with respect to insurance to be carried by Contractor shall not derogate from or limit or restrict in any respect whatsoever Contractor's obligation to indemnify the Indemnitees under the Contract.

f) Contractor shall maintain all of the insurance required under the Contract in force until completion and acceptance of the Work and payment of all of the retention pursuant to Section 2 of the Contract, except that the Products and Completed Operations Liability Coverage required under Section 2(c) of this Exhibit "C," shall be maintained in force until such time as an action on account of any matter covered by this insurance is barred by applicable statute of limitations. This insurance obligation shall survive the expiration or termination of this Contract.

g) If Contractor fails to secure and maintain the required insurance, the Client shall have the right (without obligation to do so, however) to secure the same in the name and for the account of the Contractor, in which event the Contractor shall pay the cost thereof and shall furnish upon demand all the information that may be required in connection therewith.

h) If the Contractor's insurance is considered inadequate in any respect by the Client's insurer, the Client shall have the right to charge the Contractor any additional premium charged by the Client's insurer.

i) Notwithstanding anything contained in this Contract or the Contract documents to the contrary, Contractor hereby expressly releases, discharges and waives any and all rights of recovery, claim, action, cause of action or rights against the Indemnitees for any loss, damage, liability, cost or expense to any persons, improvements or property by reason of fire, the elements or other peril to the extent the same is or should be covered and insured against under

Client Initials *MS*

Contractor Initials *JS*

the terms of any insurance required to be obtained by Contractor pursuant to the terms and provisions of the Contract or the Contract Documents and/or any other insurance actually obtained and maintained by Contractor (even if not required pursuant to the terms and provisions of the Contract or the Contract Documents) regardless of cause or origin, including the simple or gross negligence of the Indemnitees and regardless of the extent that Contractor is actually compensated for said loss, damage, liability, cost, or expense by the proceeds of any such insurance (if any). Because this provision will preclude the assignment of any claim mentioned by way of subrogation (or otherwise) to an insurance company (or any other person), Contractor hereby agrees to give immediately to any insurer that has issued (or is then issuing) to it policies of insurance written notice of the release, discharge and waiver contained in this provision and to have each such policy and any other policies now or hereafter obtained by Contractor endorsed, if necessary, to prevent the invalidation of the insurance coverage by reason of such release, discharge and waiver. The release, discharge and waiver by Contractor contained in this provision is effective regardless of the amount of any deductible under any policy of insurance and regardless of whether any such policy of insurance is actually obtained or maintained by Contractor. The foregoing shall not extend to or in any way limit, vitiate or adversely affect Contractor's continuing indemnification obligations under the Contract Documents, which shall continue in full force and effect.

In addition, the following specific requirements shall apply to all policies of liability insurance procured and maintained by Contractor under the terms of this Contract:

- i) All liability insurance shall be written on an occurrence basis. Claims-made coverage is not acceptable.
- ii) All policies shall include an endorsement naming all of the Indemnitees as additional insureds.
- iii) All policies shall contain an endorsement providing that such insurance is primary insurance as respects the Indemnitees, and that any insurance maintained by the Indemnitees is excess and non-contributing with respect to the liability insurance provided and maintained by Contractor.
- iv) All policies shall contain an endorsement which states that the general aggregate limit applies separately to each project away from the Premises owned by or rented to the Contractor.
- v) A bodily/personal injury and/or property damage liability deductible in excess of Five Thousand and No/100 Dollars (\$5,000.00) per occurrence is not permitted without the prior written permission of Client, in its discretion. The Contractor is fully responsible for payment of any deductible, regardless of its amount.

Client Initials MH

Contractor Initials JH

EXHIBIT "D-1"

WAIVER OF LIEN AND HOLD HARMLESS – FINAL PAYMENT

This Waiver of Lien and Hold Harmless ("Lien Waiver") is granted by _____ (hereinafter "Contractor"), effective this ____ day of _____, 20__ ("Effective Date"), regarding that certain written contract between _____ (hereinafter "Client") and Contractor dated _____, 20__, for the project identified therein as "_____" (hereinafter the "Contract"), pursuant to which work has been performed and/or labor and materials have been delivered to the property described as follows: _____

_____, Municipal District of the City of New Orleans, Louisiana, bearing the Municipal No. 201 St. Charles Avenue, New Orleans, Louisiana (the "Property"). Capitalized, defined terms used in the Contract shall have the same meanings in this Lien Waiver unless specifically indicated otherwise herein.

Contractor hereby unconditionally acknowledges, warrants, represents and agrees that Contractor has been paid in full for, and hereby acknowledges receipt of payment in full satisfaction of, any and all sums due from Client to Contractor under the Contract. Contractor hereby grants an unconditional waiver, release, and relinquishment by Contractor of and from any and all liens and rights of liens in favor of Contractor under the laws of the State of Louisiana in connection with the Contract.

No work remains to be performed and no materials remain to be supplied by Contractor under the Contract, and Contractor therefore acknowledges receipt of the final payment to which it is entitled under the Contract. Contractor hereby represents that the work requested and agreed upon in the Contract has been fully executed to the standards and requirements contained therein.

Contractor further acknowledges that at all times relevant hereto it has acted as an independent contractor to Client and has not been under the direction, control, or employ of Client. For and in consideration of the payment herein, Contractor waives, relinquishes, relieves, and releases all Indemnitees from any liability for any injuries, damages, or loss sustained by Contractor for any reason arising out of the Work.

Contractor does hereby further warrant that all laborers employed by Contractor, all charges and costs for labor performed and/or material furnished by Contractor, all subcontractors, suppliers, and materialmen to Contractor, and all fixtures installed or used on or in the Property by Contractor, have been fully paid or paid for, and that no subcontractors, suppliers, or materialmen rendering services or material to the Property through or on account of Contractor have any claim, demand, or lien against the Client or the Property, and that the Property is free and clear of all lienable claims whatsoever arising under and by virtue of the work performed by Contractor under the Contract; and further, that no security interest, financing statement, or security agreement has been given or perfected under the provisions of the UCC by the undersigned or any other party for, or in connection with, any materials,

Client Initials *MT*

Contractor Initials *JB*

appliances, machinery, fixtures, or furnishings placed upon or installed in or upon the Property in connection with the Contract.

Further, the undersigned hereby agrees that in the event any lien, claim, or action is filed or pursued against any Indemnatee and/or the Property, as it relates to the Contract, Contractor will hold harmless, indemnify, and defend Client from any liability or claim thereunder, including, but not limited to, the posting of a lien bond with the Recorder of Mortgages for Orleans Parish, Louisiana.

IN WITNESS WHEREOF, Contractor has executed this Partial Waiver of Lien and Hold Harmless through its duly authorized undersigned officer, on this Effective Date.

CONTRACTOR:

By: _____
Name: _____
Its: _____

ATTEST:

Secretary

Client Initials AH

Contractor Initials JP

IF CONTRACTOR IS AN INDIVIDUAL:

ACKNOWLEDGMENT

STATE OF LOUISIANA

PARISH _____

BE IT KNOWN, that on the ____ day of _____, 20__, before me, the undersigned Notary Public, duly commissioned and qualified, personally came and appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she signed the foregoing instrument, and the said Appearer acknowledged said instrument to be his/her own free and voluntary act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this ____ day of _____, 20__.

Notary Public

Parish/County of _____

State of _____

My Commission expires _____

Bar Roll No. _____

Client Initials _____

MT

Contractor Initials _____

JS

IF CONTRACTOR IS A LEGAL ENTITY:

ACKNOWLEDGMENT

STATE OF LOUISIANA

PARISH OF _____

BE IT KNOWN, that on the ____ day of _____, 20__, before me, the undersigned Notary Public, duly commissioned and qualified, personally came and appeared _____, the _____ of _____ ("Company"), known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she signed the foregoing instrument with full authority, in the capacity therein stated and as the free and voluntary act and deed of said Company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this ____ day of _____, 20__.

Notary Public
Parish/County of _____
State of _____
My Commission expires _____
Bar Roll No. _____

Client Initials MT

Contractor Initials JS

EXHIBIT "D-2"

WAIVER OF LIEN AND HOLD HARMLESS – PROGRESS PAYMENT

This Waiver of Lien and Hold Harmless ("Lien Waiver") is granted by _____ (hereinafter "Contractor"), effective this ____ day of _____, 20__ ("Effective Date"), regarding that certain written contract between _____ (hereinafter "Client") and Contractor dated _____, 20__, for the project identified therein as "_____
_____" (hereinafter the "Contract"), pursuant to which work has been performed and/or labor and materials have been delivered to the property described as follows:

_____, _____ Municipal District of the City of New Orleans, Louisiana, bearing the Municipal No. 201 St. Charles Avenue, New Orleans, Louisiana (the "Property"). Capitalized, defined terms used in the Contract shall have the same meanings in this Lien Waiver unless specifically indicated otherwise herein.

Contractor hereby unconditionally acknowledges, warrants, represents and agrees that Contractor has been paid in full for, and hereby acknowledges receipt of payment in full satisfaction of, all sums due for work on or at the Property pursuant to the Contract through and including the ____ day of _____, 20__ (the "Work-To Date"), and Contractor hereby grants an unconditional waiver, release, and relinquishment by Contractor of and from any liens and rights of liens under the laws of the State of Louisiana or any amendment thereto for any and all work performed on and/or material furnished to the Property by Contractor pursuant to the Contract through and including the Work-To Date.

This instrument relates to a progress payment under the Contract, and some work and/or materials remain to be performed and/or supplied by Contractor under the Contract.

Contractor further acknowledges that at all times relevant hereto it has acted as an independent contractor to Client and has not been under the direction, control, or employ of Client. For and in consideration of the payment herein, Contractor waives, relinquishes, relieves, and releases all Indemnitees from any liability for any injuries, damages, or loss sustained by Contractor for any reason arising out of the Work, through the Work-To Date.

Contractor does hereby further warrant that all laborers employed by Contractor, all charges and costs for labor performed and/or material furnished by Contractor, all subcontractors, suppliers, and materialmen to Contractor, and all fixtures installed or used on or in the Property by Contractor, have been fully paid or paid for, and that no subcontractors, suppliers, or materialmen rendering services or material to the Property through or on account of Contractor have any claim, demand, or lien against the Client or the Property, and that the Property is free and clear of all lienable claims whatsoever arising under and by virtue of the work performed by Contractor under the Contract through the Work-To Date; and further, that no security interest, financing statement, or security agreement has been given or perfected under

Client Initials MT

Contractor Initials JS

the provisions of the UCC by the undersigned or any other party for, or in connection with, any materials, appliances, machinery, fixtures, or furnishings placed upon or installed in or upon the Property in connection with the Contract.

Further, the undersigned hereby agrees that in the event any lien, claim, or action is filed or pursued against any Indemnitee and/or the Property, as it relates to the Contract, Contractor will hold harmless, indemnify, and defend Client from any liability or claim thereunder, including, but not limited to, the posting of a lien bond with the Recorder of Mortgages for Orleans Parish, Louisiana.

IN WITNESS WHEREOF, Contractor has executed this Partial Waiver of Lien and Hold Harmless through its duly authorized undersigned officer, on this Effective Date.

CONTRACTOR:

By: _____
Name: _____
Its: _____

ATTEST:

Secretary

Client Initials MH Contractor Initials JS

IF CONTRACTOR IS AN INDIVIDUAL:

ACKNOWLEDGMENT

STATE OF LOUISIANA

PARISH _____

BE IT KNOWN, that on the ____ day of _____, 20__, before me, the undersigned Notary Public, duly commissioned and qualified, personally came and appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she signed the foregoing instrument, and the said Appearer acknowledged said instrument to be his/her own free and voluntary act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this ____ day of _____, 20__.

Notary Public
Parish/County of _____
State of _____
My Commission expires _____
Bar Roll No. _____

Client Initials MT Contractor Initials JS

IF CONTRACTOR IS A LEGAL ENTITY:

ACKNOWLEDGMENT

STATE OF LOUISIANA

PARISH OF _____

BE IT KNOWN, that on the ____ day of _____, 20__, before me, the undersigned Notary Public, duly commissioned and qualified, personally came and appeared _____, the _____ of _____ ("Company"), known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she signed the foregoing instrument with full authority, in the capacity therein stated and as the free and voluntary act and deed of said Company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this ____ day of _____, 20__.

Notary Public
Parish/County of _____
State of _____
My Commission expires _____
Bar Roll No. _____

Client Initials



Contractor Initials



Exhibit "E"

Building Rules Regarding Construction

All capitalized, defined terms used in the Contractor Agreement of which this Exhibit E is a part shall have the same meanings in this Exhibit E unless specifically indicated otherwise herein.

- All contractors and subcontractors are to sign in and sign out at the first floor security desk. All should have appropriate identification showing contractor's name (i.e. t-shirt, ID badge). Building Management needs prior listing of contractors and subcontractors for each job.
- Restrooms on occupied construction floors are off limits. Restrooms are available on the second floor.
- Contractors and subcontractors should use the freight elevator for ingress/egress.
- The loading dock is for loading and unloading NOT parking.
- Delivery of materials:
 - Monday-Friday – 6 pm to 7 am
 - Saturday, Sunday – 24 hours
 - Schedule to reserve the freight elevator during those times.
- Trash removal:
 - Monday-Friday – 6 pm to 7 am
 - Saturday, Sunday – 24 hours
 - Schedule to reserve the freight elevator during those times.
- Contact engineers before:
 - Any cutting of materials that may activate smoke detectors or heat detectors.
 - Any sprinkler work that will require closing existing valves.
 - If the sprinkler system must be drained; sprinkler work must be conducted after hours.
- Any drilling or shooting into the deck or floor must be between 6 pm and 8 am.
- No radios playing loud music.
- Smoking is only allowed in designated areas on floor 2.
- Building engineers are on duty 7 days a week, from 6:00 a.m. until midnight.
- Security is on duty 24 hours a day, 7 days a week.

Should you require access to the main telephone room or the telephone closet on your floor/in your suite, please notify the Management Office, in writing, at least one day prior to arrival of the service technician.

Client Initials



Contractor Initials



Exhibit "F"

NOTICE OF TERMINATION OF CONSTRUCTION CONTRACT

STATE OF LOUISIANA

PARISH OF _____

BEFORE ME, _____, a Notary Public, duly commissioned and qualified in and for the Parish and State aforesaid,

PERSONALLY CAME AND APPEARED:

_____ (the "Client")
who after being by me first duly sworn, did depose and say:

1. That Client is the owner of the following described property:

Lot _____ in Square _____ of the _____ Municipal District, City of New Orleans, Parish of Orleans, State of Louisiana, bearing Municipal Address of 201 St. Charles Avenue, New Orleans, Louisiana (the "Property").

2. That Client entered into a construction contract, more fully described as follows:

Contractor Agreement between Client and _____, Contractor, dated _____, in the amount of _____ (\$ _____), for construction of _____ at the Property, a notice of which was filed for record in the Office of the Clerk of Court for the Parish of Orleans, Louisiana, on _____, Entry # _____, MOB _____, folio _____ (the "Contract").

3. That the work performed under the Contract has been reviewed by Client and found to be substantially complete. The date of Substantial Completion of the work is hereby established as _____, 20__.

4. Client hereby directs that the Clerk of Court for the Parish of Orleans to record this Notice of Termination to fix a date within which claims of liens arising from the construction must be filed.

CLIENT:

Sworn to and subscribed before me, Notary, this _____ day of _____, 20__.

NOTARY PUBLIC

My commission expires: _____

Seal

Client Initials _____

Contractor Initials _____