

MASTER SUBCONTRACT INSTRUCTIONS

A Master Subcontract Agreement between Melde Construction Company and associated exhibits are enclosed for your review and execution. Please proceed with the following:

1. **Master Subcontract Agreement.** This document is not to be altered or marked upon for any reason except for execution by you. Please sign the document and initial at the bottom of each page. Return the executed Master Subcontractor Agreement to our office within one (1) week of receipt. A fully executed copy will be returned for your files.
2. **W-9 Form** - Complete and return a W-9, Taxpayer Identification Number and Certification Form for our records.
3. **Insurance** – You are required to submit two (2) copies of a “Certificate of Insurance.” This insurance must cover Comprehensive General Liability, Comprehensive Automobile Liability, Excess Liability, and Worker’s Compensation. The minimum limits required are identified on Exhibit “A.” Your actual certificate must include the following specific provisions:
 - a) Melde Construction Company named as “additional insured” to all insurance, except Workers’ Compensation.
 - b) Thirty (30) days written notice to Certificate Holder in event of cancellation or material change in coverage.
 - c) Waiver of Subrogation in favor of Certificate Holder.

Should you have any questions or concerns about the above referenced documents, please don’t hesitate to call.

We look forward to working with you on and appreciate your efforts and dedication to making each of Melde Construction Company project a success.

Sincerely,



Jess Watson
Chief Financial Officer
jess@meldeconstruction.com
512 442 4479

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate		Exempt payee code (if any) _____
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.		Exemption from FATCA reporting code (if any) _____
	<input type="checkbox"/> Other (see instructions) ▶ _____		<i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.		Requester's name and address (optional)
6 City, state, and ZIP code			
7 List account number(s) here (optional)			

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
				-			-				
or											
Employer identification number											
				-							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or “doing business as” (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(2)(iii). Enter the owner’s name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2, “Business name/disregarded entity name.” If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions.

You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

EXHIBIT “A” – INSURANCE COVERAGRE REQUIREMENTS & PROCEDURES

PLEASE FORWARD A COPY OF THESE INSURANCE REQUIREMENTS TO YOUR INSURANCE AGENT TO ENSURE COMPLIANCE. NO INVOICES OR PAYMENT APPLICATIONS WILL BE PAID UNLESS THE CORRECT INSURANCE CERTIFICATE IS ON FILE WITH US.

Pursuant to Paragraph 11 of the Subcontract Agreement, Subcontractor shall maintain at least the following insurance coverages in addition to any other coverages or any great limits required by Contractor;

COMMERCIAL GENERAL LIABILITY:

\$1,000,000 per occurrence
\$2,000,000 General Aggregate
\$2,000,000 Product-Comp/OP Agg **including Per Project Aggregate**

This policy shall be on a form reasonably acceptable to Contractor, shall include a Waiver of Subrogation, and be endorsed to include the Contractor as additional insured, and shall include the following coverages:

- 1) Premises / operations
- 2) Independent agents
- 3) Completed operations for a period of two years following the acceptance of Contractor’s Work
- 4) Broad form contractual liability specifically in support of, but not limited to, the indemnity sections of the Contract Agreement.
- 5) Broad form property damage.
- 6) Personal injury liability with employee and contractual exclusions removed

BUSINESS AUTO COVERAGE:

\$1,000,000 combined single limit, each occurrence; bodily injury and property damage

This policy shall be on a standard form written to cover all owned, hired, and non-owned automobiles. The policy shall be endorsed to include the Contractor as additional named insured and shall include a Waiver of Subrogation.

WORKER’S COMPENSATION: – statutory limits

Employer’s liability limits:

\$500,000 each accident
\$500,000 disease – policy limit
\$500,000 disease – each employee

This policy shall include a Waiver of Subrogation in favor of Contractor.

NOTICE OF CANCELLATION OR CHANGE:

If any insurance coverage required above is or is to be canceled or changed in any way so as not to satisfy the requirements above, Subcontractor shall provide, and Subcontractor shall require its Insurer to provide, notice in writing to the Contractor and its agents thirty (30) days in advance of the cancellation or change.

BUILDERS RISK INSURANCE:

If Builder’s Risk insurance purchased by Owner or Contractor provides coverage for Subcontractor for loss or damage to Subcontractor’s work, Subcontractor shall be responsible for the insurance policy deductible amount applicable to damage to Subcontractor’s work and/or damage to other work caused by Subcontractor.

MELDE Construction Company, LLC NEEDS TO BE LISTED AS CERTIFICATE HOLDER & ADDITIONAL NAMED INSURED.

SHOW THE CANCELLATION DATE AS 30 DAYS.

PLEASE E-MAIL A COPY OF YOUR GL POLICY OR HAVE ADDENDUM ATTACHED TO YOUR ACCORD CERTIFICATE SHOWING ANY EXCLUSIONS AND SIGNED BY YOUR AGENT.

MASTER SUBCONTRACT AGREEMENT

Contractor: MELDE Construction Company, LLC
1410 W 6th St
Austin, TX 78703

Subcontractor: _____
< Subcontractor Name >

<Subcontractor Address >

<Subcontractor Phone >

<Subcontractor Fax >

<Subcontractor Email >

THIS MASTER SUBCONTRACT AGREEMENT (the "Master Subcontract") is made this <____ day of _____, 20__> ("Contract Date"), by and between MELDE Construction Company, LLC, a Texas Limited Liability Company, ("Contractor") and _____ <Subcontractor Name > ("Subcontractor").

Contractor and Subcontractor for and in consideration of the mutual and reciprocal obligations herein contained agree as follows:

This Master Subcontract is a written agreement between Contractor and Subcontractor containing contract clauses which will apply to and be incorporated within future written contracts (hereinafter "Work Releases") between Contractor and Subcontractor for the furnishing of construction and construction related materials and services on future projects. This Master Subcontract contemplates separate future Work Releases that will incorporate by reference the requirements, clauses and provisions agreed to herein and incorporated by reference.

1. Master Subcontract and Work Releases

(a) Contractor anticipates that from time to time project Owners may award to Contractor individual and separate contracts for specific construction projects or scopes of work, labor, material, equipment, supplies and/or related construction services to be provided to Owner by Contractor under, and pursuant to, Owner contracts with Contractor.

(b) Contractor, in its sole discretion, may issue to Subcontractor an individual and separate Work Release for some or all of the work and services required of Contractor by its separate contract(s) with project Owners for that particular project (hereinafter generally referred to as a "Project"). Subcontract shall furnish and pay for all labor, materials, equipment, supervisions, tools, fees, permits, licenses, insurance, taxes and other things required to perform, in a good and workmanlike manner, the work, scopes or tasks called for in the Work Release under the terms and conditions of this Master Subcontract.

(c) The Master Subcontract and issued Work Releases are intended to supplement and complement each other and shall, where possible, be thus interpreted. If, however, any provision of this Master Subcontract irreconcilably conflicts with a provision of a Work Release, the provision imposing the greater duty of obligation on the Subcontractor shall govern. Although drawn by Contractor, this Master Subcontract shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably and neither more strongly for nor against either party to it.

2. Scope of Subcontractor Work

(a) Contractor agrees to pay Subcontractor for the scope of work identified in a Work Release (the "Work") subject to additions and deductions as provided herein.

(b) All work by Subcontractor shall be done to the satisfaction of Contractor. Contractor's decisions as to the correct construction, meaning and requirements of the specifications and drawings shall be final and binding on Subcontractor. Subcontractor shall comply with any additional specifications, drawings or explanations furnished by any architect or by Contractor to detail and/or illustrate the work to be done.

(c) Additionally, and without limiting the foregoing, Subcontractor:

(i) shall keep Contractor informed as to the progress of the Work and shall have all required workers and equipment available and all necessary materials fabricated, assembled, delivered and ready for installation so as to commence and prosecute its work as soon as the progress of the Project will permit;

(ii) shall prosecute its work, including all changes therein and additions thereto, rapidly, continuously and uninterruptedly, and shall complete all of its work, including all changes therein and additions thereto, so as not to interfere with or delay the completion of the Project or such earlier date as the actual progress of the work of Contractor or other subcontractors on the Project will permit;

(iii) shall cooperate and coordinate its work with Contractor and other subcontractors to avoid any delay of or interference with any work of Contractor or other subcontractors and prosecute its work in such sequence and at such locations as may be directed by Contractor to maintain and expedite the progress of the project as a whole; and

(iv) is responsible for verifying the dimensions and elevations at the site by field measurement prior to ordering materials or in any way commencing to perform Work.

(d) Subcontractor represents that, after careful examination of the Work required by the Work Release, Subcontractor has fully examined all conditions and circumstances that could adversely affect the performance or price of the Work; that Contractor has relied on Subcontractor's skill and experience in proposing to accept the Contract Documents; and that Subcontractor has exercised all due diligence to identify any deficiencies in the Contract Documents that may affect Subcontractor's ability to perform the Work on the terms set forth herein.

3. **Safety.**

(a) The Subcontractor is required to perform the Work in a safe and reasonable manner, failing in which Contractor shall have a right, without penalty and without relieving Subcontractor of its obligations hereunder, to suspend the Subcontractor's performance of the Work while Subcontractor resolves any safety concerns related to Subcontractor's obligations hereunder. The Subcontractor shall take all reasonable safety precautions for the safety of persons and property in the performance of this Master Subcontract, and shall comply with all applicable safety measures as required by applicable law and any safety measures established by the Contractor for the Project. Subcontractor shall conduct inspections to determine the safety of working conditions and equipment and accept sole responsibility for providing a safe place to work for its employees and other personnel of its lower-tier subcontractors and/or suppliers. Subcontractor shall perform the Work at all times in a safe and prudent manner, so as to avoid the risk of bodily injury or loss or damage to property, by taking reasonable steps to observe conditions of the work place and the equipment to protect:

- (i) Subcontractor's employees and other persons at the job site;
- (ii) Materials and equipment stored at the job site or at off-site locations;
- (iii) All property and structures located at the job site, whether or not involved in the Work; and
- (iv) All construction and/or operations by the Contractor.

Subcontractor shall continuously and diligently inspect all Work to discover any conditions which might involve such risks and shall be solely responsible for discovery and correction of any such conditions. Subcontractor shall develop, adopt, implement and enforce, with respect to Work at the Project, comprehensive safety policies and programs which, at a minimum, comply with the applicable requirements and satisfy Contractor's safety requirements. The Subcontractor shall immediately report to the Contractor any accident, injury and any near miss involving any person in connection with Subcontractor's operations.

(b) Any action taken by Contractor pursuant to its rights under this Master Subcontract, the failure of Contractor to observe safety violations, the failure of Contractor to stop work that violates any applicable safety laws or regulations, or the implementation or enforcement of Contractor safety rules or a safety program shall not, in any manner, waive or eliminate Subcontractor's sole responsibility to perform its work in a safe manner and in accordance with applicable

safety laws and regulations, and shall not relieve the Subcontractor of its sole responsibility of controlling the means and methods of its work and the performance of its work in a safe manner.

(c) Without any limitation of the preceding provisions of this Paragraph 3, Subcontractor shall be responsible for and pay for all assessments, fines, penalties and damages which may be assessed or levied against or incurred by Contractor or Subcontractor by reason of any failure of Subcontractor to comply with any provision of this Paragraph 3.

4. Schedule, Delays and Claims.

(a) Time is of the essence for all Work performed under any Work Release, and Subcontractor shall commence and perform all of its Work and all of its obligations with diligence and dispatch and in such manner and at such times as not to hinder or delay the work of Contractor or any other subcontractor.

(b) Should the Subcontractor cause damage to the work or property of Contractor or of any separate subcontractor on a Project, or to other work on the site, or delay or interfere with any contractors' or the Owner's work on ongoing operations or facilities or adjacent facilities or said separate subcontractor's work, the Subcontractor shall be liable for the same; and, in the case of another subcontractor, the Subcontractor shall attempt to settle said claim with such other subcontractor prior to such other subcontractor's institution of litigation or other proceedings against the Subcontractor.

(c) Should a separate subcontractor cause damage to the Work or to the property of the Subcontractor or cause delay or interference with the Subcontractor's performance of the Work, Subcontractor shall present directly to said separate subcontractor any claims it may have as a result of such damage, delay or interference (with an information copy to Contractor) and shall attempt to settle its claim against said separate subcontractor prior to the institution of litigation or other form of dispute resolution against said separate subcontractor.

(d) Subcontractor shall at all times, man the Project with competent and adequate supervision and a sufficient number of skilled and competent workers and sufficient equipment, materials and supplies to perform its work as herein provided.

(e) The Subcontractor shall supervise and direct the Work, using the Subcontractor's best skill and attention. The Subcontractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under this Master Subcontract, subject to overall coordination of the Contractor.

(f) The Subcontractor shall be responsible to the Contractor for acts and omissions of the Subcontractor's employees, subcontractors, and their agents and employees, and other persons performing portions of the Work under a contract with the Subcontractor.

(g) The Contractor, except to the extent necessary to schedule and coordinate the activities of the Subcontractors in accordance with the Work construction schedule, will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Subcontractor's responsibility, and Contractor will not be responsible for the Subcontractor's failure to carry out the Work in accordance with the Contract Documents. The Contractor will not have control over or charge of or be responsible for acts or omissions of the Subcontractor, or its agents or employees.

(h) In performing its work, Subcontractor shall take all necessary precautions to protect the work of others from damage caused by its operations. Subcontractor shall, upon notice from Contractor, promptly correct or replace all of its work and materials, which may be found by Contractor or Architect to be defective, unsound or not in compliance with the Contract Documents and shall correct or replace all other work which may be damaged by Subcontractor in so correcting or replacing its work.

5. Default.

(a) Subcontractor shall be in default of its contractual obligations under this Master Subcontract and any applicable Work Release for any of the following reasons, each of which shall constitute a material breach of this Master Subcontract if Subcontractor fails to cure the same within forty-eight (48) hours after receiving notice thereof:

- (i) breach of any provision of this Master Subcontract;
- (ii) insolvency of Subcontractor or any entity or entities that own a controlling interest in the Subcontractor, or the making of a general assignment for the benefit of Subcontractor's creditors;
- (iii) failure to promptly perform changes to the Subcontractor's Work, in accordance with Contractor's written order to proceed, pending Contractor's issuance of a change order;
- (iv) failure to furnish and maintain evidence of current insurance in accordance with the requirements of this Master Subcontract; or
- (v) failure, upon receiving written notice of a default hereunder, to promptly commence to cure such defect.

(b) If Subcontractor, upon receiving written notice, fails to promptly commence to cure such default within the applicable cure period, Contractor may provide any such labor, materials, tools or equipment and deduct that cost thereof from any money due or thereafter to become due Subcontractor under the Work Release and/or this Master Subcontract, and/or Contractor may also terminate Subcontractor's right to proceed with its Work or such part of its work as to which such defaults or event have occurred. In the event of such termination, Contractor may finish the Work by whatever method Contractor may deem expedient, including the hiring of another subcontractor or subcontractors as Contractor may deem advisable without obtaining competitive bids. In any such event, Subcontractor shall not be entitled to receive any further payment until the work is finished, and if the unpaid balance of the amount to be paid under the provisions of this Master Subcontract shall exceed the expense of finishing the work, plus such other costs and damages as Contractor may incur by reason of the refusal, neglect, default or failure on Subcontractor's part, such excess shall be paid Subcontractor; however, if such expense, costs and damages, as defined above, shall exceed such unpaid balance, Subcontractor and its sureties, if any, shall be liable for and shall pay Contractor such difference promptly. If Subcontractor fails to perform any of Subcontractor's obligations under a Work Release and/or this Master Subcontract, Contractor shall be entitled to set off and/or apply any accounts payable to Subcontractor hereunder any costs, expenses, damages, and liabilities that the Contractor may incur or be subject to as a result of Subcontractor's failure to perform.

6. **Warranties.** Subcontractor shall and hereby does warrant and guarantee all of its work to Contractor in the manner, to the extent and for the period or periods of time that Contractor is required to warrant or guarantee such work to Owner, but in no event for less than one year after the substantial completion of the Project, and shall furnish when due all written warranties and guarantees and all tests, performance and other reports and data required by the Contractor with respect to such Work. In addition to and without limitation of any warranty or guarantee provided by law, Subcontractor (i) shall and hereby does warrant that all materials and equipment furnished and incorporated by it in the Project shall be new (unless otherwise specified) and in all respects in complete compliance with the Work Release and (ii) shall and hereby does guarantee all of its work against defects in materials or workmanship for a period of one (1) year from the date of final acceptance of the Project. Subcontractor shall promptly after three (3) calendar days written notice thereof make good any breach of any warranty or guarantee of or any defect in its work or materials which may develop within the applicable period of time and repair or replace any other work damaged by Subcontractor in doing so, all to the satisfaction of Contractor and Architect; and if Subcontractor fails to do so, Contractor shall have the right to do so at Subcontractor's expense. Upon signing and accepting this Master Subcontract, Subcontractor hereby expressly represents and agrees that any and all expressed and implied warranties, including but not limited to the implied warranties of merchantability and fitness for a particular purpose which pertain to the material incorporated by it in the Project are in full force and effect and that said warranties have not been, nor will they be, disclaimed or limited by Subcontractor.

7. **Payment.** Subcontractor shall promptly pay for all materials, supplies and equipment purchased for incorporation in or use on the Project and shall pay all workers employed thereon each week. Subcontractor shall comply with and pay any wage scales provided with respect to its work and employees and all taxes and contributions for unemployment compensation or insurance, retirement or pension benefits, disability benefits, withholding taxes, social security taxes and similar matters, by the Contract Documents, by United States law or State law, or by this Master Subcontract.

(a) Subcontractor shall satisfy all requests presented in the attached document titled "Invoice Procedure". In the event, however, that the work therefore performed by Subcontractor is faulty or defective, or if Subcontractor has failed to timely perform, Contractor shall be entitled to retain from such payments sufficient funds with which to cure or remedy such faulty or defective work or to compensate Contractor for any losses or damages incurred as a result of delays due to Subcontractor's failure to timely perform, all of which funds shall be held by Contractor until such faulty or defective work is cured and remedied, or Contractor's damages are fully and finally ascertained. Contractor shall have the right to retain any funds that may be due and owing to Subcontractor on any other project or under any other subcontract as described above even though Subcontractor has diligently completed the work on the other project and is not in default of the subcontract from which the funds are being retained by Contractor. Contractor shall have the right to set off or apply any funds that may be due

and owing to Subcontractor under this Master Subcontract against any costs, expenses, damages, or liabilities that Contractor has sustained or for which Contractor is liable as a result of the actions of Subcontractor in regard to any other project.

(b) Final payment shall be made after completion of the Work and full payment therefor by Owner; provided that Subcontractor has complied with all the provisions of this Master Subcontract and provided that Subcontractor has furnished satisfactory evidence, if requested, that all claims for labor and materials have been paid or that the time for filing liens and claims has expired.

(c) No payment, either partial or final, made under this Master Subcontract shall be construed to be an acceptance of defective work or improper materials or a waiver of any right of Contractor hereunder, and no partial payment shall be evidence of performance, in whole or in part, of this Master Subcontract or any of Subcontractor's obligations hereunder.

(d) If anyone asserts any claim or lien for materials, labor or other items furnished or fabricated by subcontractor which, if perfected or established, could create a liability on the part of Contractor and/or Owner, or a lien on the property comprising the Project, Contractor may retain out of any payment or payments otherwise due Subcontractor sufficient funds to protect and indemnify Contractor, Owner and such Property from such claim or lien, together with all fees, costs and expenses incurred in connection therewith. Subcontractor shall promptly satisfy, discharge or otherwise remove such claim or lien and pay Contractor shall promptly pay Contractor all costs and expenses incurred by Contractor, its Surety, the Owner, or either of them, in connect with such lien or claim and discharging same.

8. Other Indemnity and Defense Obligations. IN ADDITION TO AND WITHOUT LIMITATION OF OR BY THE OTHER PROVISIONS OF THIS MASTER SUBCONTRACT OR ANY WORK RELEASE, SUBCONTRACTOR EXPRESSLY AGREES AS FOLLOWS:

(A) SUBCONTRACTOR SHALL FULLY PROTECT, INDEMNIFY AND DEFEND CONTRACTOR AND HOLD IT HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LIENS, DAMAGES, CAUSES OF ACTION AND LIABILITIES OF ANY AND EVERY NATURE WHATSOEVER ARISING IN ANY MANNER, DIRECTLY OR INDIRECTLY, OUT OF OR IN CONNECTION WITH OR IN THE COURSE OF OR INCIDENTAL TO ANY OF SUBCONTRACTOR'S WORK OR OPERATIONS HEREUNDER OR IN CONNECTION HERewith (REGARDLESS OF CAUSE OR OF ANY CONCURRENT OR CONTRIBUTING FAULT OR NEGLIGENCE OF CONTRACTOR) OR ANY BREACH OF OR FAILURE TO COMPLY WITH ANY OF THE PROVISIONS OF THIS MASTER SUBCONTRACT OR THE CONTRACT DOCUMENTS BY SUBCONTRACTOR.

(B) SUBCONTRACTOR SHALL FULLY PROTECT, INDEMNIFY AND DEFEND CONTRACTOR AND HOLD IT HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES AND LIABILITIES FOR INJURY TO OR DEATH OF SUBCONTRACTOR, OR ANY ONE OR MORE OF SUBCONTRACTOR'S EMPLOYEES OR AGENTS, OR ANY SUBCONTRACTOR OR SUPPLIER OF SUBCONTRACTOR, OR ANY EMPLOYEE OR AGENT OF ANY SUCH SUBCONTRACTOR OR SUPPLIER, ARISING IN ANY MANNER, DIRECTLY OR INDIRECTLY, OUT OF OR IN CONNECTION WITH OR IN THE COURSE OF OR INCIDENTAL TO ANY WORK OR OPERATION OR OPERATIONS OF SUBCONTRACTOR REGARDLESS OF CAUSE OR OF ANY FAULT OR NEGLIGENCE OF CONTRACTOR. IN ENTERING INTO THIS MASTER SUBCONTRACT, SUBCONTRACTOR HEREBY ACKNOWLEDGES THAT THE AGREEMENTS BY SUBCONTRACTOR SET FORTH IN THE FOREGOING SENTENCE ARE INTENDED TO PROTECT, INDEMNIFY AND HOLD CONTRACTOR HARMLESS FROM THE CONSEQUENCES OF CONTRACTOR'S OWN NEGLIGENCE AND ACTIONS AND THE NEGLIGENCE AND ACTIONS OF CONTRACTOR'S EMPLOYEES, REPRESENTATIVES, OFFICERS AND AGENTS.

9. **Insurance.** Subcontractor shall at its own cost purchase and maintain in force until all of Subcontractor's obligations hereunder are discharged all policies or insurance required to be provided by the Contractor or its subcontractors under the Contract Documents as detailed in Exhibit "A." All of said policies of insurance shall also cover and include all contractually assumed liability of Subcontractor under this Master Subcontract. Subcontractor's liabilities under this Master Subcontract shall not in any way be limited by or to the limits provided in or the risks covered by said policies of insurance.

(a) Contractor shall be named as additional-insured in each of such policies, and each of the insurers under each of such policies shall waive all rights of subrogation, by assignment, loan receipt or otherwise, against Contractor. Each of such policies shall provide that same shall not terminate or be changed or canceled until thirty (30) days after Contractor has received written notice of such termination, cancellation or change. The additional insured endorsement shall be on a form satisfactory to Contractor.

(b) Subcontractor shall not later than ten (10) days after execution hereof deliver to Contractor certificates of insurance and copies of policies evidencing all of such insurance and shall not, in any event, commence any of its work on any

Project until it has purchased all of such insurance and delivered such certificate and copies of policies to Contractor. Acceptance by Contractor of a Certificate of Insurance provided by the Subcontractor shall not relieve the Subcontractor of its obligation to provide the insurance and policies with coverages and limits as required in the Contract Documents and this Master Subcontract even if said insurance, policies, limits and coverages are not shown in the Certificate of Insurance. Subcontractor acknowledges that Contractor may rely and will rely upon the Subcontractor carrying all insurance and policies with limits and coverages as reflected in the Certificate of Insurance even if said insurance, policies, limits and coverages are not required by this Master Subcontract.

10. **Changes.** Changes in, additions to and deletions from Subcontractor's Work hereunder may be made by Contractor without invalidating the Work Release or Master Subcontract and shall be performed by Subcontractor when ordered to do so by Contractor in writing; provided that no such changes, additions or deletions shall be made except upon Contractor's written order.

11. **Assignment and Lower-Tier Subcontracts.**

(a) Subcontractor shall not, without the prior written consent of Contractor, sublet or subcontract all or any portion of Subcontractor's work hereunder. In the event of any subletting of subcontracting, notwithstanding the consent of Contractor thereto, unless otherwise expressly agreed in writing, Subcontractor and its surety or sureties, if any, shall continue to be responsible and liable to Contractor for the performance of all of Subcontractor's work and obligations under the Work Release and this Master Subcontract, including but not limited to the making of all payments provided herein to be made by Subcontractor, and each subcontractor of Subcontractor, shall be bound by its subcontract to comply with all of the terms and provisions of the Contract Documents and of this Master Subcontract, all of which shall be incorporated in such subcontract.

12. **Attorney's Fees.** If Contractor shall employ an attorney to enforce any Work Release or provision of this Master Subcontract, assert a claim against Subcontractor, to investigate, respond to or settle any claims by any third party claiming by, through or under Subcontract, or to defend any claims asserted by Subcontractor, its employees, agents or lower-tier contractors against Contractor, Subcontractor shall pay to Contractor the amount of the attorney's fees, costs and expenses incurred by Contractor. Contractor shall be entitled to deduct said fees, costs and expenses from any amounts due to Subcontractor under this Master Subcontract or under any Work Release or agreement between Contractor and Subcontractor.

13. **Dispute Resolution and Damages.**

(a) The Subcontractor agrees that it can be adequately compensated by money damages for any breach of a Work Release or this Master Subcontract which may be committed by Contractor and hereby agrees that no default, act, or omission of Contractor, except for failure to make progress payments as required and subject to the conditions of the Master Subcontract, shall constitute a material breach of the Master Subcontract entitling the Subcontractor to cancel or rescind the provisions of this Agreement or (unless Contractor shall so consent or direct in writing) to suspend or abandon performance of all or any part of the Work. The Subcontractor hereby waives any and all rights and remedies to which it might otherwise be or become entitled, save only its right to money damages.

(b) In case of any dispute between the Subcontractor and Contractor, the Subcontractor agrees to be bound to Contractor to the same extent that Contractor is bound to the Owner by the terms of Contractor's contract with Owner and by any and all decisions or determinations made thereunder by the party or board authorized such Owner contract.

(c) The Subcontractor agrees to exhaust all remedies available under the Master Subcontract prior to instituting a separate action to any court, or in the event that a separate action is instituted prior to the exhaustion of the aforesaid remedies, the Subcontractor agrees to stay said action pending the exhaustion of remedies against the Owner and/or General Contractor.

(d) The Subcontractor agrees to be bound to Contractor to the same extent that Contractor is bound to the Owner by the final decision of a court or board of competent jurisdiction, whether or not the Subcontractor is a party to such a proceeding. If such dispute is prosecuted or defended by Contractor against the Owner under the terms of the Contract Documents or in a court action, the Subcontractor agrees to furnish all certifications, documents, statements, witnesses and other information required by Contractor for such purpose and to pay or reimburse Contractor for all expenses and costs, if any, incurred in connection therewith.

(e) This Master Subcontract DOES NOT contain any agreement between Contractor and Subcontractor to submit claims, disputes or other matters relating to any Work Release this Master Subcontract or the breach thereof to

resolution through the application of alternative dispute resolution mechanisms including, but not limited to, arbitration. If and to the extent that Contractor is required or obligated to participate in any prescribed process of dispute resolution, including arbitration, pursuant to the Contractor's contract with an Owner, Subcontractor agrees to be joined therein in order to achieve a final resolution of the matters in controversy. Subcontractor agrees to be bound by the provisions of the Contract and related Contract Documents regarding alternative dispute resolution mechanisms, including arbitration, and to include in any lower-tier subcontracts corresponding provisions requiring its subcontractors to be similarly bound. Anything to the contrary expressed or implied herein or elsewhere notwithstanding, Subcontractor shall have no right to compel the implementation of any alternative dispute resolution mechanisms, including arbitration, or to require Contractor to participate in any such proceeding.

14. **Governing Law; Venue.** This Master Subcontract shall be construed and interpreted under the laws of the State of Texas. Unless Contractor agrees to waive any objection it may have to an alternate venue, the place of venue for any judicial proceeding between the parties shall be in Travis County, Texas.

15. **Termination.** Contractor may, by written notice to Subcontractor, terminate the whole or any part of any Work Release or this Master Subcontract at its convenience. Such termination shall be effective upon Subcontractor's receipt of such notice. Upon termination under this paragraph, Subcontractor, as its sole and exclusive remedy, shall be entitled to be paid an amount calculated on the basis of the actual value of the Work, for the work properly completed on the site by Subcontractor prior to termination, together with direct, substantiated close-out costs incurred by Subcontractor as a result of termination, less previous payment to Subcontractor on account of work performed. If Contractor's termination of this Master Subcontract for cause under Paragraph 6, above, is determined for any reason to have been wrongful, Subcontractor agrees that such termination for cause shall be considered a termination for convenience under this paragraph. Subcontractor shall not be entitled to recover any further amounts from Contractor as a result of the termination of this Master Subcontract including, but not limited to, lost profits.

16. **Independent Contractor.** The Contractor and the Subcontractor hereby acknowledge and agree that: (a) the Subcontractor meets the qualifications of an Independent Contractor under Texas Workers' Compensation Act (the "Act"); (b) the Subcontractor is operating as an independent contractor as that term is defined under Section 406.121 of the Act; (c) the Subcontractor assumes the responsibilities of an employer for the performance of work including, but not limited to, the work required to be performed by Subcontractor under this Master Subcontract; and (d) the Subcontractor and the Subcontractor's employees are not employees or agents of the Contractor for any purpose.

17. **Merger Clause.** The terms and provisions of this Master Subcontract may not be changed, modified, altered or terminated orally and Contractor assumes no liability for any understanding or representation made by any of its officers, agents or employees prior to the execution of this Master Subcontract, unless such understanding or representations by Contractor are expressly stated in this Master Subcontract. This Master Subcontract and the Contract Documents, insofar as they relate in any way to Subcontractor's Work provided herein, constitute the entire agreement between the parties hereto, and it is expressly understood that such agreement supersedes any prior comments or statements by either party relating in any way to a Project, this Master Subcontract and any Work contemplated by a Work Release (whether written or oral). The parties agree that there are no prior agreements, representations or promises by or between said parties, except as aforesaid, and that any additions thereto or changes therein shall be in writing.

18. **Severability.** If any term or provision of this Master Subcontract is found to be invalid, it shall not affect the validity or enforcement of all remaining terms and provisions of this Master Subcontract.


19. **Waiver.** Except as may be specifically agreed in writing, the failure of Contractor to insist in any one or more instances upon the strict performance of any one or more provisions of a Work Release or this Master Subcontract, or to exercise any right herein contained or provided by law, shall not be construed as a waiver or relinquishment of the performance of such provision or right(s) or of the right to subsequently demand strict performance or to exercise such right(s), and the rights shall continue unchanged and remain in full force and effect.

20. **Authority of Party Representative.**

(a) Subcontractor agrees that, upon Contractor's request (whether before or after execution of this Master Subcontract, and prior to commencement of the Subcontract Work), Subcontractor shall identify and confirm to Contractor in writing the name and authority of Subcontractor's individual representative to execute, authorize or approve this Master Subcontract or any change order or other agreement affecting time, price or the amendment, change, or the substitution of any clause, covenant or condition of this Master Subcontract.

(b) Contractor's field personnel have no authority to bind or otherwise contract on behalf of Contractor; and Subcontractor may not reasonably rely upon the authority of such personnel.

WITNESS EXECUTION the day and year first above written, each party acting herein by and through a duly authorized officer or representative of each party.

MELDE Construction Company, LLC By: 
Brian Calcote, Managing Member

<Subcontractor>

By: _____
Subcontractor Signature

Print Name & Title

THIS MASTER SUBCONTRACT SHALL NOT BE VALID OR BINDING UPON MELDE CONSTRUCTION COMPANY , LLC UNTIL MELDE CONSTRUCTION COMPANY, LLC FULLY EXECUTES THE ORIGINAL AND THE ACCEPTANCE COPY OF THIS AGREEMENT. INVOICES WILL NOT BE APPROVED FOR PAYMENT UNTIL THE ACCEPTANCE COPY OF THIS AGREEMENT IS EXECUTED BY MELDE CONSTRUCTION COMPANY, LLC.

Invoicing Procedure

In order for Melde Construction Company to efficiently and accurately process your request for payment, please follow the directions listed below. Thank you for your time and consideration in this matter. We appreciate your cooperation and support in serving our clients.

- 1) Please confirm you have a current Sub-Contractor Master Agreement on file with our office. Please email jess@meldeconstruction.com to request a new sub-contractor packet.

- 2) ALL INVOICES must be emailed to invoicing@meldeconstruction.com please copy the project manager of that job on the email for faster approval and more efficient release of payment.

- 3) ALL INVOICES must include
 - a) Total Proposal Amount
 - b) Current Billing Amount
 - c) Current Amount due

- 4) Please allow 7-10 Business days for processing and payments to be released.

- 5) Any questions or disputes need to be emailed to invoicing@meldeconstruction.com or call our office at 512 442 4479

Thank you for working with Melde Construction Company!!!

Melde Construction Company
President and CEO |



Bernie Calcote

Direct Deposit Agreement Form

Authorization Agreement

I hereby authorize Melde Construction Company to initiate automatic deposits to my account at the financial institution named below.

Further, I agree not to hold Melde Construction Company responsible for any delay or loss of funds due to incorrect or incomplete information supplied by me or by my financial institution or due to an error on the part of my financial institution in depositing funds to my account.

This agreement will remain in effect until Melde Construction Company receives a written notice of cancellation from me or my financial institution, or until I submit a new direct deposit form.

Account Information

Name of Financial Institution: _____

Routing Number: _____

Account Number: _____ Checking | Savings

Confirm Account Number: _____

Signature

Authorized Signature (Primary): _____ Date: _____

Print: _____

Title: _____

Company Name: _____

Company Address : _____

City/State/Zip: _____