

**GENERAL TERMS AND CONDITIONS
BETWEEN XYZ, LLC
AND TRADE CONTRACTOR**

IN ADDITION TO THOSE TERMS AND CONDITIONS CONTAINED IN THE TRADE CONTRACTOR AGREEMENT AND ITS SPECIFIC TERMS AND CONDITIONS, XYZ, LLC (HEREINAFTER SOMETIMES “THE COMPANY”) AND TRADE CONTRACTOR AGREES AS FOLLOWS:

1. Services. The Trade Contractor shall execute the following portion of The Project, described in Part I., of the Trade Contractor Agreement, and shall provide all labor, materials, equipment, services and other times required to complete such portion of The Project, except to the extent specifically indicated therein to be the responsibility of others (The Work). The Work shall be performed in accordance with the Plans and Specifications of the Project related to The Work, copies of said Plans and Specifications related to The Work shall be provided to the Trade Contractor for review prior to the Date of Commencement, as that term is defined herein. Said Plans and Specifications are incorporated herein by reference, and are to be considered to be a part hereof.

2. Date of Commencement and Substantial Completion. See Part IV., of the Trade Contractor Agreement and Section 2., of the Specific Terms and Conditions of the Trade Contractor Agreement.

3. Identifying Information. Trade Contractor shall provide to the Company its legal business name (d/b/a), its physical business address (no P.O. Box numbers), its Tax Identification Number or Federal Employer’s Identification Number primary Telephone number, primary Fax number and e-mail address (if applicable) as a precondition of receipt of payment under the Trade Contractor Agreement, part II.

4. Independent Contractor. Trade Contractor shall be an independent contractor, shall not be an employee of the Company, and shall not be entitled to profit sharing, health insurance, or any other benefits offered to employees of the Company. Trade Contractor shall be responsible for all taxes, whether federal, state or local, payable on or related to the Compensation, and the Company shall not withhold any sums to satisfy same; Trade Contractor shall furnish the means and appliances for his work and the work of his employees; Trade Contractor shall furnish the materials upon which his work and the work of his employees is done; Trade Contractor shall have the right to direct the details of the manner in which his work and the work of his employees and sub-contractors is to be done free from the interference, scrutiny or control of the Company, except that the Company shall have the right to accept or reject The Work in accordance with Section 3.1 (F) of the Specific Terms and Conditions of Trade Contractor Agreement; subject to the provisions of paragraph 20, below, Trade Contractor shall have the right to employ and discharge sub-employees and sub contractors as he wishes and to fix their compensation free from the interference, scrutiny or control of the Company; and the Company will not be liable for any compensation payable to any employee or sub contractor hired or contracted with by the Trade Contractor .

Nothing contained in these General Terms and Conditions between the Company and Trade Contractor, in the Trade Contractor Agreement, shall be deemed or construed to

create a partnership, agency or joint venture of or between the Company and the Trade Contractor, or to create any other relationship between the parties hereto other than that of contracting parties.

5. Warranties. The Trade Contractor shall warrant to the Company that the materials and equipment furnished under the Trade Contractor Agreement will be of good quality and new unless otherwise required or permitted by a written Change Order or Amendment to the Trade Contractor Agreement. The Trade Contractor shall further warrant to the Company that The Work will be performed in a good and workmanlike manner, free from defects not inherent in the quality required or permitted and that The Work will conform with the requirements of the Plans and Specifications, as set forth and incorporated in Section 1 of the Specific Terms and Conditions of Trade Contractor Agreement. Work not conforming to these requirements, including substitutions not properly approved and authorized by the Company, may be considered defective. The Trade Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Trade Contractor, improperly or insufficient maintenance, improper operation, or normal wear and tear under normal usage. This warranty shall be in addition to and not in limitation or exclusive of any other warranty or remedy required, set forth or implied by law.

6. Attorneys Fees. If the Company and the Trade Contractor litigate or arbitrate any claim arising under or related to this Agreement, the losing party in such proceedings shall pay the prevailing party's reasonable attorneys' fees (but not contingent fees), including expert or other litigation expenses. If less than the full amount of the monetary claim is awarded to the prevailing party, the claimant shall recover reasonable attorneys' fees (but not contingent fees), including expert or other litigation expenses, equal to the proportion of the amount awarded, to the amount demanded, and the complaining party shall pay the responding party's reasonable attorneys' fees (but not contingent fees), including expert or other litigation expenses, equal to the proportion of the amount denied, to the amount demanded.

7. Indemnification.

7.1 Company agrees to indemnify, save harmless, Trade Contractor (including its officers, directors, employees and agents) from and against any and all liabilities, claims, penalties, forfeitures, suits and any costs and expenses incident thereto (including costs of defense, settlement, and reasonable attorney's fees), which Trade Contractor may hereafter incur, become responsible for, or pay as a result of death or personal or bodily injuries to any person, destruction of or damage to any property (including the person or property of indemnitor, its employees and/or agents), contamination of or adverse effects on the environment or any violation of governmental laws, regulations, or orders to the extent caused by or resulting from (i) Company's breach of any term or provision of this agreement; or (ii) any negligent or willful acts and/or omissions of Company and/or its employees and/or agents.

7.2 Trade Contractor agrees to indemnify, save harmless, and defend Company (including its officers, directors, employees and agents) from and against any and all

liabilities, claims, penalties, forfeitures, suits, and any costs and expenses incident thereto (including costs of defense, settlement, and reasonable attorney's fees), which Company may hereafter incur, become responsible for, or pay as a result of death or personal or bodily injuries to any person, destruction of or damage to any property (including the person or property of indemnitor, its employees and/or agents), contamination of or adverse effects on the environment or any violation of governmental laws, regulations, or orders to the extent caused by or resulting from (i) Trade Contractor's breach of any term or provision of this agreement; or (ii) any negligent or willful acts and/or omissions of Trade Contractor and/or its employees, contractors, sub-contractors (and their contractors, sub-subcontractors and employees), representatives, and/or agents, whether such liability has been fixed or not.

7.3 Where death or personal or bodily injuries to any person, destruction of or damage to any property (including the property of indemnitor, its employees and/or agents), contamination of or adverse effects on the environment or any violation of governmental laws, regulations or orders is the result of the joint negligent acts or omissions of Company and Trade Contractor and/or its employees, contractors, sub-contractors (and their contractors, sub-subcontractors and employees), representatives, and/or agents, each party's duty of indemnification shall be in proportion to its allocable share of such joint negligent acts or omissions.

7.4 Trade Contractor hereby represents and warrants to the Company that it is duly licensed and authorized to do the work of this Agreement, to the extent required by law, that its principals and all employees and sub-contractors, where applicable, engaged in performing the Work of this agreement are authorized to do so under all local, State and Federal laws, including any and all immigration and naturalization laws, statutes and regulations. Trade Contractor further represents and warrants that it is in compliance with all local, State and Federal labor, employment, wage and hour laws, statutes and regulations with regard to its employees and sub-contractors, to the extent applicable. As such, Trade Contractor agrees to indemnify, save harmless, and defend Company (including its officers, directors, employees and agents) from and against any and all liabilities, claims, penalties, forfeitures, suits, and any costs and expenses incident thereto (including costs of defense, settlement, and reasonable attorney's fees), which Company may hereafter incur, become responsible for, or pay as a result of the failure of Trade Contractor to abide by or adhere to any and all local, State and Federal laws, including, but not limited to, any and all immigration, naturalization, labor, employment, wage, hour and any other laws, statutes and regulations that pertain to its principals, employees and sub-contractors that it intends or does utilize to perform any portion of the Work of this Agreement.

8. Liability/Hazard Insurance Coverage.

8.1 Minimum Limits. Trade Contractor hereby agrees that it will, throughout the term of this Agreement, and any extension thereof, at its own cost and expense, maintain: (a) commercial general liability insurance with minimum coverages and limits not less than a limit of liability for property damage of not less than Three Hundred Thousand Dollars (\$300,000) and with a limit of liability for bodily injury to death of

one person in an amount not less than Three Hundred Thousand Dollars (\$300,000) and, subject to that limitation for every person injured and killed, a total limitation for every person injured and killed, a total limitation for all claims arising out of one accident resulting in bodily injury to or death of more than one person of not less than Six Hundred Thousand Dollars (\$600,000); (b) commercial or other automobile liability insurance with minimum coverages and limits not less than a limit of liability for property damage of not less than One Hundred Thousand Dollars (\$100,000) and with a limit of liability for bodily injury to death of one person in an amount not less than One Hundred Thousand Dollars (\$100,000) and, subject to that limitation for every person injured and killed, a total limitation for every person injured and killed, a total limitation for all claims arising out of one accident resulting in bodily injury to or death of more than one person of not less than One Hundred Thousand Dollars (\$100,000); and (c) worker's compensation and employer's liability insurance in an amount required by the applicable laws of the State of Mississippi.

8.2 Additional Insured. The Company shall be specifically named to all above required insurance policies as "an additional insured" by way of endorsement to each of said policies covering both operations and work in progress as well as completed operations, and those matters falling within the "Products Completed Operations Hazard" as that term is defined by the latest applicable version of the ISO CGL form.

8.3 Certificate/Proof of Insurance. Trade Contractor shall provide Company with a certificate or certificates evidencing such coverage as provided by Sections 8.1 and 8.2, here above, that Company is a named additional insured by endorsement specifically naming Company by way of schedule, and not by "blanket" or reference, for both operations and work in progress as well as completed operations and those matters falling within the "Products Completed Operations Hazard" as that term is defined by the latest applicable version of the ISO CGL form, and the Company is covered by such policy or policies as its interests may appear as a "named insured@, and that such policy or policies are non-cancelable without 30 days advance written notice to Company. Said written notice shall be made to Company at the address set out herein for the giving of all notices and shall be made by certified mail, return receipt requested.

8.4 Delivery of Certificate; Penalty for Failure of Delivery. Trade Contractor shall cause said certificate(s) required in paragraph 8.3 here above, to be provided or furnished to Owner prior to the Date of Commencement of The Work. The failure of Trade Contractor to comply with this part may result in a delay in the Commencement Date but will not be an acceptable basis for changing the date of substantial completion, which may subject the Trade Contractor to liquidated damages, under paragraph 2., of the Specific Terms and Conditions of Trade Contractor Agreement.

8.5 Waiver of Subrogation. Trade Contractor waives any rights or claims for damage to persons or property that it or any of its successors in interest or insurers may have against Owner for any claim or action arising out of Trade Contractor's operations related to the Work, the Project or this Agreement, but only to the extent that such

rights or claims for damages are covered by a policy of liability, casualty, property or other insurance, regardless of who procures such insurance.

8.6 Insurance not provided or Trade Contractor does not have coverage. If the Trade Contractor fails to provide or does not have insurance as set forth in paragraphs 8.1 and 8.2, above, the Company will have the right to deduct eight percent (8%) of The Compensation, from The Compensation for each policy that the Trade Contractor fails to obtain that is required in that paragraph. The deduction of these amounts constitutes a penalty, and does not relieve the Trade Contractor of any other consequences at law for its failure to provide the insurance required by paragraphs 8.1 and 8.2, above, including its duty to indemnify towards the Company for its failure to do so.

9. Notices. Any notice required to be given hereunder shall be in writing and shall be deemed to have been served and given when mailed by registered or certified United States mail, return receipt requested, unless specifically provided otherwise.

If such notice is to Company, it shall be sent to:

XYZ, LLC
1070 Lake Village Circle, Suite A
P.O. box 5719
Brandon, MS 39047

With copy to:

Clyde X. Copeland, III, Esq.
JERNIGAN COPELAND & ANDERSON, PLLC
P.O. Box 2598
Ridgeland, MS 39158-2598

If such notice is to Trade Contractor, it shall be sent to the person signing the Trade Contractor Agreement on behalf of the Trade Contractor, at the address supplied by the Trade Contractor under Section 3. herein above.

10. Entire Agreement. These General Terms and Conditions, along with the Trade Contractor Agreement are to be construed as and contain the entire agreement between the Company and the Trade Contractor with regard to The Project, and supersede all previous agreements, written or oral, relating to the subject matter hereof, and may not be amended or modified orally, but only by a written instrument signed by Company and Trade Contractor.

11. Binding Effect; Assignment. These General Terms and Conditions, along with the Trade Contractor Agreement shall be binding upon Trade Contractor. The obligations of Trade Contractor hereunder are personal and these General Terms and Conditions, along with the Trade Contractor Agreement and the rights and obligations of Trade Contractor hereunder may not be assigned by Trade Contractor, except as set

forth in paragraph 21., below. Furthermore, the terms of these General Terms and Conditions, along with the Trade Contractor Agreement and the Standard Trade Contractor Guidelines and Specifications shall be binding upon, and shall inure to the benefit of The Company, its successors and assigns.

12. Severability. In case any one or more of the provisions contained in these General Terms and Conditions, along with the Trade Contractor Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and these General Terms and Conditions, along with the Trade Contractor Agreement shall continue in full force and effect and shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. If any covenant herein is found by a court to be overbroad as to scope, area or duration, said court shall have the power to, and is hereby requested to, reduce the scope, area or duration of the covenant, which shall thereafter be enforceable in its reduced form.

13. Specific Law. These General Terms and Conditions, along with the Trade Contractor Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi.

14. Arbitration. ALL DISPUTES, CONTROVERSIES OR CLAIMS, OF WHATEVER KIND OR CHARACTER, ARISING OUT OF OR IN CONNECTION WITH THESE GENERAL TERMS AND CONDITIONS, ALONG WITH THE TRADE CONTRACTOR AGREEMENT, SHALL BE SETTLED AND DETERMINED BY BINDING ARBITRATION IN ACCORDANCE WITH WEST'S A.M.C. '11-15-101, *ET SEQ.* SAID ARBITRATION SHALL BE CONDUCTED BY ONE (1) ARBITRATOR UNLESS THE PARTIES MUTUALLY AGREE THAT THE NATURE OF THE DISPUTE REQUIRES MORE THAN ONE (1) ARBITRATOR. THE ARBITRATION SHALL BE GOVERNED BY MISSISSIPPI LAW AND SHALL BE CARRIED OUT IN RANKIN COUNTY, MISSISSIPPI OR SUCH OTHER LOCATION AS THE PARTIES MAY AGREE. COMPANY AND TRADE CONTRACTOR SHALL SHARE EQUALLY ALL ADMINISTRATIVE FEES AND EXPENSES RELATED TO THE ARBITRATION, INCLUDING ANY ARBITRATOR'S FEES. THE AWARD OF THE ARBITRATOR(S) SHALL BE ENFORCEABLE IN A COURT OF COMPETENT JURISDICTION, SHALL BE FINAL, BINDING AND NOT APPEALABLE.

15. Survival of Provisions. All of the provisions set forth in these General Terms and Conditions, along with the Trade Contractor Agreement, are not mere recitals, but are binding upon the parties hereto, and shall continue to be binding upon Contractor notwithstanding termination of the Trade Contractor Agreement for any reason.

16. Nonwaiver. No waiver by a party of any provision of these General Terms and Conditions, along with the Trade Contractor Agreement shall be deemed to have been made unless in writing and signed by such party.

17. Course of Dealing. Company and Trade Contractor agree that these General Terms and Conditions, along with the Trade Contractor Agreement establish a course of dealing between them and shall apply to this and all other work, projects, agreements or dealings between the them, unless Company or Trade Contractor gives the other written

notice of objection to any term or condition before commencement of performance in connection with any other work involving the two of them.

18. Acceptance of Work. By acceptance and payment for work, the Company is not accepting, waiving or assuming responsibility for defective, deficient or non-conforming work of the Trade Contractor. Trade Contractor shall be responsible and liable for any claims of damage or injury associated with its own defective, deficient or non-conforming work.

19. Incorporation. By signing the Trade Contractor Agreement, and commencing the Work as provided therein, Trade Contractor agrees to be bound by, and incorporates these General Terms and Conditions into the Trade Contractor Agreement as material terms thereof. Furthermore, by signing the Trade Contractor Agreement, and commencing the Work as provided therein, Trade Contractor acknowledge that he, she, it has received a copy of these General Terms and Conditions, and has had the opportunity to review and agree to the terms of same.

20. Safety. The Trade Contractor acknowledges, by execution of this agreement, that since it is responsible for the all means, methods, and modes of the construction, the Trade Contractor is responsible for the goings, comings and actions of its employees and /or its sub-contractors. Furthermore, the Trade Contractor agrees to follow all local, state, and federal guidelines relative to its employees and sub-contractors, to include but not be limited to all OSHA guidelines, as well as all other local, State and Federal occupational or safety laws, statutes or regulations.

21. Sub-Contractor's. None of the Work may be assigned or contracted out by the Trade Contractor without prior written approval of The Company which retains the right to exercise at its discretion. The right conferred hereby to the Company in no way may be construed by the Trade Contractor that the Company is controlling the means, methods, and modes of the how the Work is to be completed.

I, FOR AND ON BEHALF OF MYSELF OR THE TRADE CONTRACTOR, WITH AUTHORITY, HAVE ON THIS DAY, SEEN AND BEEN PROVIDED A COPY OF THESE GENERAL TERMS AND CONDITIONS BETWEEN XYZ, LLC AND TRADE CONTRACTOR, HAVE HAD THE OPPORTUNITY TO READ AND REVIEW THIS AGREEMENT, AND AGREE TO BE BOUND BY THE TERMS HEREIN FOR ANY WORK OR PROJECT THAT I ENGAGE FOR OR WITH XYZ, LLC, FROM THIS POINT FORWARD.

THIS THE _____ DAY OF _____ 20_____.

FOR THE TRADE CONTRACTOR

Legal Business Name (D/B/A): _____

Physical Business Address

(No P.O. Box Numbers): _____

Tax Identification Number or
Federal Employer's Identification Number: _____

Primary Telephone Number: _____

Primary Fax Number: _____

E-Mail Address (If Applicable): _____

END OF DOCUMENT.