

This Master Construction Subcontract (“Subcontract”) is made as of the _____ day of _____, 2007 (“Effective Date”) by and between Trane U.S. Inc., (hereinafter referred to as “Trane”) and **Subcontractor’s Legal Company Name**, a _____ corporation whose principal office is located at Subcontractor’s main company address (hereinafter referred to as “Subcontractor”).

RECITALS

WHEREAS, Trane maintains relationships with qualified subcontractors located nationwide that are experienced in installing Trane and/or other equipment and Trane desires to utilize Subcontractor to furnish installation services at one or more sites as defined in a Work Order to be issued pursuant hereto; and

WHEREAS, Trane and Subcontractor have agreed to enter into this Subcontract to set forth the terms and conditions for Subcontractor’s construction services as defined in one or more Work Orders (hereinafter the “Work”) at the Site. This Subcontract provides the standard terms and conditions that will apply with respect to each Work Order and Customer Project. Pursuant to individual Work Orders issued pursuant and subject to this Subcontract, a form of which Work Order is attached hereto as Exhibit A, Trane and Subcontractor will set forth their specific agreement with respect to certain additional contractual terms for each Customer Project, including price, schedule for completion, identification of Customer and the Site, and scope of the Work to be performed by Subcontractor pursuant to the Work Order.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the parties agree as follows:

Definitions. As used throughout the Contract Documents, the following terms when capitalized shall have the designated meanings and other terms used herein but not defined below shall have the meanings ascribed to them throughout this Subcontract:

“**Applicable Laws**” means all laws, building codes, rules, regulations, or orders of any federal, state, county, local, or other governmental body, agency or other authority having jurisdiction over the Site, or the performance of the Work at the Site, as may be in effect from time to time.

“**Certificate of Final Completion**” means the form of Certificate of Final Completion attached hereto as Exhibit E-2.

“**Certificate of Substantial Completion**” means the form of Certificate of Substantial Completion attached hereto as Exhibit E-1.

“**Change Order**” refers to a written document issued by Trane after commencement of the Work at the Site, which modifies the terms set forth in the Work Order. To be effective, any Change Order must be executed by both Trane and Subcontractor.

“**Completion Date**” (or the plural thereof) means the dates specified in the Work Order for Subcontractor’s achievement of Substantial Completion and/or Final Completion, subject to any extension thereof by Change Order.

“**Contract Documents**” refers to, collectively, the Customer Contract, the Work Order issued by Trane to Subcontractor for the Customer Project to which the Work Order applies (together with any documents identified as comprising a part of the Contract Documents in Section 1.04 of the Work Order), this Subcontract, and any Change Orders issued by Trane during the course of the Work, and all plans, specifications, and addenda.

“**Contract Time**” means the amount of time specified in each Work Order for the full and complete installation of the air conditioning improvements that are the subject of each Work Order.

“**Customer**” means the entity with whom Trane has entered into a contract for the performance of the Work that is the subject of the Work Order. Customer can be the actual owner of the Site or a lessee of thereof.

“**Customer Contract**” means the contract between Trane and Customer.

“**Customer Project**” means the entirety of the Work to be performed by Subcontractor, as well as all efforts of Trane and other subcontractors of Trane regarding the Work, Site, and other matters necessary to accomplish the Work, all as described in a Work Order.

“**Day**” as used in the Contract Documents shall mean calendar day unless otherwise specifically stated.

“**Final Completion**” means the full completion of the Work as required by the Contract Documents, as evidenced by Trane’s written acceptance of the completed Work in accordance with the provisions of Section 2.06 of this Subcontract.

“**Owner**” means the person or entity that is the owner (or lessee) of the Site upon or at which the Work shall be performed.

“**Permits**” means all permits, waivers, variances, authorizations, or licenses issued by any federal, state, county, local, or other governmental body, agency, or other authority having jurisdiction over the Site, or the performance of the Work at a the Site, as may be in effect from time to time.

“**Site**” means the building, office space, business location, or other location where the Work is to be performed or furnished that is the subject of a Work Order.

“**Subcontract Price**” means the lump sum amount specified in each Work Order that is payable by Trane to Subcontractor in consideration for the performance of the Work as described in of each Work Order. Subcontract Price shall also include other compensation expressly agreed by Trane to be paid to Subcontractor in consideration of the Work, including but not limited to agreed-upon unit prices.

“**Subcontract Time**” means the period of time, including authorized adjustments, allotted for Subcontractor to achieve Substantial Completion of the Work by the Substantial Completion date specified on the Work Order.

“**Substantial Completion**” means the stage in the progress of the Work when the Work is sufficiently complete so that Owner can occupy or utilize the Work for its intended use.

“**Work**” means the complete performance of the scope of Work specified in the Work Order at the Site and includes all labor necessary to produce, furnish, and/or install such services, all materials, fabrications, assemblies, and equipment (excluding Trane supplied equipment) incorporated or to be incorporated in such Work.

“**Work Order**” means the document issued by Trane that sets forth Trane’s and Subcontractor’s specific agreement with respect to terms that are unique for the Work to be performed, substantially in the form of the sample form of the Work Order attached hereto as Exhibit A to this Subcontract. The Work Order shall be executed by both Trane and Subcontractor; provided, however, that, in the event Subcontractor commences any part of the Work, Subcontractor shall be deemed to have consented to the Work Order and such commencement of performance shall be unequivocally effective as Subcontractor’s consent to the Work Order, as of date of issuance of the Work Order, notwithstanding the absence of Subcontractor’s signature.

Words and abbreviations that have well-known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.

Article 1 – Work Orders

Section 1.01 Work Orders. For each Customer Project for which Subcontractor is to perform Work, Trane will issue to Subcontractor a Work Order.

Section 1.02 Execution of Work Order. Upon receipt of the Work Order from Trane, Subcontractor shall execute the Work Order and return a fully-executed copy to Trane within no later than two (2) working days

of receipt. By commencing any part of the Work, Subcontractor shall be deemed to have consented to the Work Order and such commencement of performance shall be unequivocally effective as Subcontractor's consent to the Work Order, as of date of issuance of the Work Order, notwithstanding the absence of Subcontractor's signature. A fully executed copy of the Work Order transmitted by facsimile by either party and/or both parties shall suffice in all events as an original. Thereafter, the Work shall then be performed consistent with the provisions of the Contract Documents.

Article 2 – Scheduling, Lower Tier Subcontractors, Coordination, and Final Completion

Section 2.01 Scheduling. Performance of the Work shall commence at the Site upon Subcontractor's execution of the Work Order, unless a different schedule is stated in the Work Order or is otherwise mutually agreed upon for the Work. Subcontractor shall perform such Work expeditiously. By executing or performing Work pursuant to the Work Order, Subcontractor warrants to Trane that the time allotted for performance of the Work is a reasonable and sufficient amount of time to complete the Work in the manner required by the Work Order and this Subcontract, as either may be amended from time to time.

Section 2.02 Lower Tier Subcontractors. Prior to commencement of the Work, Subcontractor shall submit to Trane for Trane's approval a list of subcontractors, if any, listed by proposed scopes of work, with addresses and telephone numbers, proposed to be used to perform the Subcontractor's scope of Work. No subcontractors or suppliers shall be used on the project without Trane's prior written approval. All subcontracts and purchase orders issued by Subcontractor shall be assignable to Trane by Subcontractor. Trane shall have the right to object to any of the subcontractors and suppliers, but Trane's approval shall not be unreasonably withheld. All collective bargaining labor agreements that may apply for the performance of any part of the Work at the Site shall be observed. As applicable, union labor, or prevailing wages as required, shall be used to perform the Work if conditions or agreements at the Site require such labor.

Section 2.03 Coordination. Upon Trane's direction, Subcontractor shall participate with Trane in any meeting(s) with Customer. Trane shall have the right to require that the Work be performed consistently with the progress of the work of Trane and of other contractors at the Site and Subcontractor shall cooperate with Trane and all others whose work may interfere with the Work. As required by Trane, the schedule shall be periodically revised as required by the conditions of the Work, progress thereon, and the Project. Any schedule shall be subject to Trane's approval. The Work shall be performed so as to not unduly interfere with or disrupt the business operations of Owner. It is hereby recognized that, to accommodate ongoing business operations located on the Site, the Work may need to be performed during non-regular business hours, including working evenings and/or weekends. The Work shall be confined to those areas identified by Trane and/or Customer. All ingress and egress to the Site shall be confined to those areas approved in advance by Trane and/or Customer.

Section 2.04 Temporary Facilities. Unless otherwise specified in the Work Order, Subcontractor shall provide all temporary facilities for its use and shall arrange for temporary connections and lines for connection to and use of water, electricity, telephone, gas, compressed air, steam, heat, and other similar services. Subcontractor shall remove all temporary construction, signs and facilities upon completion of the Work and restore the Site to the condition in which it was originally found.

Section 2.05 Substantial Completion. When Subcontractor considers that the Work is substantially complete, Subcontractor will submit to Trane a proposed "punchlist" listing items of the Work to be completed prior to Final Completion. Subcontractor and Trane shall inspect the Work (or portion thereof) to determine if the same is substantially complete. Trane and Subcontractor shall add to the punchlist any item of work that has not been completed. When the Work is substantially complete, Trane and Subcontractor shall execute a Certificate of Substantial Completion (in the form of Exhibit E.1) setting forth the date of Substantial Completion and stating the date by which Subcontractor shall complete the items of work included on the punchlist.

Section 2.06 Final Completion. When Subcontractor considers the Work (including the items contained on the punchlist) fully complete in accordance with the Contract Documents, Subcontractor shall complete the Certificate of Final Completion (in the form of Exhibit E.2) and submit the same to Trane for review, which

shall constitute Subcontractor's certification to Trane in writing that Final Completion has been achieved by virtue of the following:

- (a) Subcontractor has inspected all of the Work and has determined that the Work has been completed in accordance with this Subcontract and the Work Order;
- (b) Subcontractor has cleared, tested and started-up the equipment at the Site and said equipment is operational; and
- (c) Subcontractor has obtained all Permit sign-offs or other approvals of any governmental agency with authority over the Work that pertain to the Work and that are customarily the responsibility of an installation contractor.

Subcontractor's certification of Final Completion shall be subject to the confirmation by Trane, which may require confirmation by Customer. To the extent required by Trane, Customer's acceptance of the Work shall be an express condition precedent to Subcontractor obtaining final payment except to the extent that Customer's refusal or failure to provide the acceptance is due to reasons unrelated to Subcontractor's performance of the Work. Neither the issuance of a Certificate of Final Completion, nor the making of Final Payment, nor any provision in the Subcontract or Work Order, shall relieve Subcontractor of its responsibility for faulty materials, equipment or workmanship and Subcontractor, upon notification by Trane, shall promptly remedy any such faulty materials, equipment or workmanship and pay for any damage to Trane resulting therefrom.

Section 2.07 Correction of Work. If Trane at any time determines that any portion of the Work is incomplete or defective, Trane will promptly notify Subcontractor of such incomplete or defective Work, itemizing and describing such remaining items with reasonable particularity. Subcontractor shall then arrange for and perform the immediate correction of all items noted by Trane.

Article 3 - Contract Documents and Site Conditions

Section 3.01 Examination Of Contract Documents And Site. Subcontractor certifies and represents that it has carefully examined all of the Contract Documents and the Site. Subcontractor's execution of a Work Order and/or performance of any part of the Work, constitutes Subcontractor's warranty that it has satisfied itself as to the character, quality, and quantity of Work to be performed, the general and local conditions that could affect the Work or otherwise may affect the cost, difficulty, manner or progress of performing the Work, the materials and equipment and other items to be furnished, and all other requirements of the Contract Documents and this Subcontract. Subcontractor agrees that no additional charge will be made to Trane by reason of any such conditions, applicable laws or ordinances, or other requirements and that the same will not relieve Subcontractor of its responsibility to properly complete the Work for the Subcontract Price.

In the event Subcontractor believes there is or may be any conflict between, or omission from, this Subcontract and the balance of the Contract Documents, or if Subcontractor has any doubt as to the meaning of any of them, Subcontractor shall immediately submit the matter to Trane for written clarification. Any Work performed before receipt of such clarification shall be at Subcontractor's risk and expense. If any clarification of this Subcontract or of the other Contract Documents is needed and requested, Trane will provide the clarification by issuing a written order. Notwithstanding any provision to the contrary, Subcontractor shall not be entitled to any increase in the Subcontract Price or extension of the Completion Dates on account of any misdescription in or omission from this Subcontract or Contract Documents of details of the Work that are clearly necessary to carry out the intent of the Contract Documents or that are customarily performed or furnished by contractors performing work similar to the Work for a complete workmanlike project.

Section 3.02 Intent; Order Of Precedence. All references to "Subcontractor" shall be deemed to also refer to Subcontractor's employees, agents, suppliers, and subcontractors. The plans, specifications, addenda, and all of the Contract Documents, as they each relate to the Work comprise the Subcontract and are intended to be complementary and construed as a whole. However, in the event of conflict between one or more provisions of the Contract Documents, the provision imposing the more demanding term, condition, duty or standard of

performance, or the greater limitation on the nature and type of relief or damages allowed to Subcontractor, shall control. A conflict exists when the same subject matter is addressed by two or more provisions of the Contract Documents in a manner that cannot be reconciled to give effect to all provisions. In the various parts of the Contract Documents where reference is made to applicable codes and standards, the Work shall, except as otherwise specified, conform to the latest issue of the referenced code or standard available at the time the Work is performed

Any technical reports, energy audits or studies, or engineering studies or reports that may be furnished to Subcontractor are not a part of the Contract Documents (unless expressly included by reference to title, date, and author in the relevant Work Order) and are furnished to Subcontractor for informational purposes only; Trane disclaims any responsibility for the accuracy, true location identification, and extent of any such reports or studies.

The intent of the Contract Documents is to include in the Work all labor, materials, equipment, tools, plans, water, light, power and other items necessary for Subcontractor to provide a complete workmanlike job. The titling and division of drawings and specifications by trades or other classifications is for convenience only. Subcontractor shall not be relieved of performing or furnishing any part of the Work or be entitled to extra compensation by the fact that any part of the Work could have been included under another title or division.

Section 3.03 Unforeseen Conditions. In the performance of the Work, if Subcontractor encounters conditions at the Site that are (i) subsurface or otherwise concealed physical conditions that differ materially from the conditions reasonably observed by Subcontractor in connection with its supplying the written estimate for the Work, or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Subcontractor shall notify Trane of such conditions promptly, prior to significantly disturbing the same. Upon receipt of Subcontractor's notice, Trane may investigate the claimed unforeseen condition. In the event that Trane disagrees that an unforeseen condition exists, Subcontractor may elect to pursue a claim pursuant to the requirements of this Subcontract. However, if Trane determines that an unforeseen condition exists and elects to proceed with the Work, a Change Order will be issued that sets forth a mutually agreeable equitable adjustment to the Subcontract Price and/or Contract Time. Should Customer not authorize the performance of additional Work or should Trane elect not to proceed with the Work, the Work Order (or portion thereof) will be subject to termination for convenience hereunder. In the event that a complete suspension of the Work is impractical or unreasonable based on the status of the Work at the time of the discovery of the unforeseen condition, Subcontractor shall act reasonably to protect the Site from any damage.

Section 3.04 Hazardous Substances. Except with respect to refrigerants, glycol, and oils usually associated with heating, ventilating, and/or air conditioning equipment and except for ballasts and lamps, and except as expressly provided otherwise in a Work Order, Subcontractor's Work excludes any work connected or associated with Hazardous Substances. Subject to the exceptions in the preceding sentence, Hazardous Substances means any pollutant, contaminant, toxic or hazardous substance, material or waste, any dangerous, potentially dangerous, noxious, flammable, explosive, reactive or radioactive substance, material or waste, urea formaldehyde, asbestos, asbestos-containing materials ("ACM's"), polychlorinated biphenyl ("PCB"), and any other substance, the manufacture, preparation, production, generation, use, maintenance, treatment, storage, transport, disposal, handling, or ownership of which is regulated, restricted, or prohibited, by any federal, state, or local statute, law, ordinance, code, rule or regulation now or at any time hereafter in effect, and as may be amended from time to time, including but not limited to, the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. §§ 9601 et seq.), the Hazardous Materials Transportation Act (49 U.S.C. §§ 1801 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 et seq.), the Federal Water Pollution Control Act (33 U.S.C. §§ 1251 et seq.), the Clean Air Act (42 U.S.C. §§ 7401 et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. §§ 2601 et seq.), and the Occupational Safety and Health Act (29 U.S.C. §§ 651 et seq.).

Subcontractor shall not perform any identification, abatement, cleanup, removal, transport, treatment, storage or disposal of Hazardous Substances as a part of Subcontractor's Work. Should Subcontractor become aware of or suspect the presence of Hazardous Substances in the course of performing the Work which have not been disclosed by Trane, or which present or may present a hazard to or endanger health

welfare or safety, Subcontractor shall immediately stop work in the affected area and notify Trane of the Hazardous Substances. Subcontractor shall be required to resume performance of the Work in the affected area when the affected area has been rendered harmless.

Article 4 - Workmanship and Warranty

Section 4.01 Material And Workmanship. Subcontractor agrees to perform all Work and furnish and supply all equipment (excluding Trane supplied equipment), supplies, and materials that may be required for the performance of the Work. Except as expressly provided in the Work Order, all material to be incorporated in the Work shall be new, of sufficient quantities to facilitate the proper and expeditious execution of the Work, of the most suitable grade for the purpose intended, and in compliance with the Contract Documents. Subcontractor shall use its best care, skill and diligence in supervising and directing the Work. Subcontractor shall have responsibility and control over the performance of the Work, including the construction methods, techniques, means and sequences for coordinating and completing the various portions of the Work, unless the Work Order gives other specific instructions concerning these matters. By written notice, Trane may require Subcontractor to remove from the Work any employee or subcontractor of Subcontractor whom Trane deems incompetent, careless, or otherwise objectionable.

Subcontractor shall examine materials or equipment furnished by others and handle, store and install such items to the extent installation is a part of Subcontractor's scope of Work, with appropriate skill and care to ensure a satisfactory and proper installation. Subcontractor shall be liable for loss or damage due to Subcontractor's acts or omissions and such loss or damage may be deducted from any amounts due or to become due Subcontractor under this Subcontract.

Section 4.02 Warranty. Subcontractor warrants that all material furnished and all Work performed under this Subcontract will be free from defects in material and workmanship for a period of one (1) year (or such longer period as may be specified elsewhere in the Contract Documents) after Final Completion and acceptance by Customer of the completed Project. Subcontractor further agrees to furnish all warranties that are required in accordance with the Contract Documents for the Work prior to final payment. Subcontractor shall, at no cost to Trane, promptly and satisfactorily replace any material and correct any workmanship found to be defective or otherwise not in conformity with the Subcontract requirements and remedy any damage resulting therefrom. Without limiting the responsibility or liability of Subcontractor hereunder, all warranties and attendant rights given by Subcontractor shall be assignable by Subcontractor to Trane and Customer.

Section 4.03 Inspection and Correction. Trane shall have the right to inspect and/or test any part of the Work at all reasonable times and places. If required in writing by Trane, at Subcontractor's time and expense, Subcontractor shall uncover any portion of the Work that has been covered by Subcontractor contrary to the Contract Documents or contrary to a directive issued to Subcontractor by Trane and then restore the uncovered work to its original condition. Except as provided in the preceding sentence and provided Trane had not previously instructed Subcontractor to leave the work uncovered, the Work Order shall be adjusted by Change Order for the cost and time of uncovering and restoring any work that is uncovered for inspection and proves to have been installed in accordance with the Contract Documents. If Subcontractor uncovers work pursuant to a directive issued by Trane, and such Work upon inspection does not comply with the Contract Documents, then Subcontractor shall be responsible for all costs and time of uncovering, correcting and restoring the Work so as to make it conform to the requirements of the Contract Documents.

Section 4.04 Clean-up. Subcontractor shall follow Trane's cleanup directions and, in any event, shall (a) at all times keep the Site free from debris resulting from the Work; and (b) broom clean each work area daily prior to discontinuing work in each area. If Subcontractor fails to immediately commence compliance with cleanup duties within twenty-four (24) hours after written notification from Trane of noncompliance, Trane may implement appropriate cleanup measures without further notice and deduct the cost thereof from any amounts due or to become due Subcontractor or otherwise charge Subcontractor.

Section 4.05 Safety. Prevention of accidents at the Site is the responsibility of Subcontractor and its subcontractors. Subcontractor shall at all times comply with Trane Construction Subcontractor General

Safety Rules. Subcontractor shall establish and furnish to Trane a copy of Subcontractor's safety program implementing safety measures, policies and standards conforming to those required or recommended by governmental and quasi-governmental authorities having jurisdiction and by Trane Construction Subcontractor General Safety Rules, including, but not limited to, requirements imposed by the Contract Documents. Establishment of a safety program by Trane shall not relieve Subcontractor of its safety responsibilities. Subcontractor shall comply with the reasonable recommendations of insurance companies having an interest in the Customer Project, and shall stop any part of the Work that Trane deems unsafe until corrective measures satisfactory to Trane are taken. Trane's failure to stop Subcontractor's unsafe practices shall not relieve Subcontractor of the responsibility therefor. Subcontractor shall notify Trane immediately following an accident and promptly confirm the notice in writing to Trane. A detailed written report shall be furnished if requested by Trane. Subcontractor shall indemnify Trane and Customer for losses, damages, and expenses, and fines or penalties imposed on any of them, and/or on the owner of the Site, resulting from Subcontractor's safety violations. Subcontractor shall comply with any drug testing, criminal background check, security clearance, and Site access requirements in accordance with the Customer Contract.

Article 5- Bonds and Insurance

Section 5.01 Bonds. If required by the Work Order, no later than five (5) calendar days after Subcontractor's execution of the Work Order, and in any event prior to Subcontractor's performance of any part of the Work, Subcontractor shall furnish performance and payment bonds each in the full amount of the Subcontract Price in a form and by a surety acceptable to Trane. Subcontractor shall not be entitled to any payment under the Work Order until such bonds have been provided or until this requirement is expressly waived in writing by Trane. Any delays in commencing any part of the Work due to Subcontractor's failure to furnish bonds shall not entitle Subcontractor to an increase in the Subcontract Price or an extension of the time within which to complete the Work. Trane may terminate this Subcontract and/or any Work Order without liability to Subcontractor upon Subcontractor's failure to timely deliver properly executed bonds and Subcontractor agrees to indemnify and hold Trane harmless from any and all damages suffered by Trane as a result of Subcontractor's failure to deliver the bonds and Trane's termination of this Subcontract and/or any Work Order.

Section 5.02 Insurance. On an annual basis, and before commencing performance of any Work under any Work Order, Subcontractor shall obtain and furnish Trane with certificate(s) of insurance evidencing that Subcontractor maintains insurance policies with the coverages and minimum limits required hereby, unless higher limits or other coverages are required by the Customer Contract, covering Subcontractor's risks and contractual liability under this Subcontract and evidencing that such policies shall not be canceled without thirty (30) days prior written notice to Trane. Subcontractor's policies shall be endorsed to specify that Subcontractor's insurance is primary and that any insurance or self-insurance maintained by Trane shall not contribute with it.

Subcontractor shall procure and maintain the following minimum insurance in full force and effect at all times until the Work has been completed and finally accepted, unless higher limits are required by the Contract Documents:

COVERAGES	LIMITS OF LIABILITY
Workers' Compensation, Including Statutory Employers' Liability Insurance	statutory \$500,000
Comprehensive General Liability Insurance, including Contractual Liability, Independent Contractor's Coverage, and broad form PD XCU exclusion shall be deleted	\$1,000,000 CSL or \$1,000,000 each occurrence BI/PD \$2,000,000 aggregate
Comprehensive Automobile Injury	\$500,000 per person

Liability Insurance \$1,000,000 per accident BI
\$500,000 per accident PD

If the Subcontractor's Scope of Work includes asbestos abatement, Subcontractor shall also provide the following coverage and limits:

Asbestos Abatement Liability Insurance \$5,000,000 per occurrence.

Should any portion of the required insurance be on a "Claims Made" policy, upon execution hereof, Subcontractor shall provide evidence that an extended discovery period and extended reporting period of at least three years has been purchased on the "Claims Made" policy at least for this Subcontract and Services to be performed hereunder. Alternatively, the Subcontractor shall provide Trane evidence of coverage with a new liability policy that includes liability coverage retroactive to the date that Subcontractor first rendered Services in connection with the Project and with a discovery period continuing for a period of at least three years after final completion of all Services performed pursuant hereto.

Such certificates of insurance (other than with respect to employer's liability insurance and workers' compensation coverage) shall state that "Trane U.S. Inc." and Customer, by name, "and its officers, directors, employees, and agents are named as additional insureds under the above-listed policies to the extent of Subcontractor's contractual indemnity obligations." A copy of the additional insured endorsement shall be attached to the certificate. Neither the procurement nor maintenance of any type of insurance by Subcontractor shall in any way be construed or deemed to limit, waive, or release Subcontractor from any of the obligations and risks impressed upon and/or assumed by Subcontractor under this Subcontract, or to be a limitation on the nature and extent of such obligations and risks. All rights of subrogation by Subcontractor and its insurer(s) are hereby waived to the extent permitted by applicable law.

Article 6 – Subcontractor Liability Generally

Section 6.01 Risk Of Loss. Until issuance of the Certificate of Final Completion by Trane, Subcontractor shall protect against, and shall bear the risk of, any loss of or damage to the Work or any materials, equipment (including the Trane supplied equipment incorporated into the Work) or other items to be incorporated therein arising from any cause, except the negligence or willful misconduct of Trane or its employees. Without cost to Trane, Subcontractor shall promptly comply with all reasonable requests by Trane to protect such property.

Section 6.02 Indemnity. To the fullest extent permitted by law, Subcontractor shall indemnify, defend and hold Trane and Customer, and their respective officers, directors, employees and agents, harmless from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or any other damages, arising out of or resulting from the acts and omissions of Subcontractor, its subcontractors and agents, and their respective employees and agents. However, Subcontractor shall not be required to indemnify or defend Trane and Customer against claims, damages, expenses or liabilities to the extent attributable to the sole respective negligence of Trane and Customer. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination of this Subcontract or any Work Order, with respect to any claims based on facts or conditions which occurred prior to expiration or termination.

Section 6.03 Damages For Delay. Time is of the essence in the performance and completion of the Work. Subject to Section 6.04, Subcontractor shall be liable to Trane for any damages suffered by Trane if Subcontractor fails to complete the Work by the Completion Dates and in the manner required by the Contract Documents, which sums may be deducted from any sums due or to become due Subcontractor.

Section 6.04 Excusable Delays and Suspension of Work. Subcontractor is not liable for delay in performance to the extent such delay is due to causes reasonably beyond Subcontractor's control that are not due to removable or remediable causes that Subcontractor fails to promptly remove or remedy and which arise without Subcontractor's fault or negligence, *provided that:* (a) Subcontractor diligently and promptly notifies Trane in writing of conditions that will or are expected to result in delay and the extent of such delay; (b) such delay does not cause Trane to become liable for any damages or penalty to the Customer; (c) Trane

was advised in advance of and had consented in writing to Subcontractor's then applicable schedule for completion; and (d) such delay is not attributable to labor disputes, strikes or other strife, none of which shall be an excusable delay or otherwise entitle Subcontractor to an extension of Completion Dates or increase in Subcontract Price.

Notwithstanding any provision to the contrary, Trane may direct in writing that Subcontractor suspend, delay, or interrupt all or any part of the Work for such period of time as Trane determines to be appropriate or necessary. Subcontractor shall not be entitled to any adjustment to the Subcontract Price on account of such suspension, delay, or interruption. Subcontractor shall immediately resume performance of the Work upon the direction of Trane.

Section 6.05 Liens And Claims. Subcontractor warrants and guarantees that title to all Work furnished pursuant to a Work Order will pass to Trane free and clear of all liens, claims, security interests or encumbrances no later than the date Subcontractor receives Final Payment pursuant to such Work Order. ***In the event that Subcontractor elects to perfect any mechanic's lien rights, including the filing of any preliminary notices regarding the Work, with respect to any Customer Project, Subcontractor shall supply written notice to Trane before any notice is supplied to the Customer or Owner.*** Subcontractor shall fully indemnify, hold harmless and protect Owner, Customer, and Trane against all liens and/or claims of any laborers, materialmen, and subcontractors of Subcontractor or its subcontractors against Owner, Customer, Trane and/or the Site on or for which the Work is performed in connection with labor or material furnished by Subcontractor (and any party acting for or under Subcontractor) and shall furnish to Trane, upon request, affidavits of status of accounts and releases of liens. No later than ten (10) days before taking such action, Subcontractor shall provide to Trane written notice of its intent to file a notice of lien against the real property constituting the Site or funds held by Customer or Owner that are due, which notice shall state the amount claimed, excluding interest and attorney's fees.

Article 7 - Subcontractor Payment

Section 7.01 Payments. The Subcontract Price represents Subcontractor's full compensation for performing the Work, subject to adjustments by Change Order expressly provided for herein. The Subcontract Price includes all federal, state and local taxes and fees that may be due or charged by reason of performance of the Subcontract.

Section 7.02 Method of Payment. Trane will pay Subcontractor by progress payments over the course of the performance of the Work, subject to the withholding of retainage in accordance with the retainage percentage listed in the Work Order or, if no percentage is specified, the retainage percentage shall be 10% or the maximum allowed by applicable law. Within fourteen (14) calendar days from the date of a Work Order, Subcontractor shall submit to Trane for approval a Schedule of Values apportioned to the various divisions or phases of the Work. Each line item shall be assigned a monetary price so that the total of all items equals the Subcontract Price. No later than the 15th of each month, Subcontractor shall submit to Trane its payment applications (in schedule of value format) for Work completed and to be completed during the current month. Unless a shorter period is prescribed by applicable law and except as otherwise may be provided in a Work Order, progress payments to Subcontractor for apparent satisfactory performance of the Work shall be made within seventy-five (75) calendar days after receipt of an acceptable payment application. Payment to Subcontractor shall not constitute or imply acceptance by Trane or Customer of any part of the Work.

Section 7.03 Conditions to Payment. No payments shall be made to Subcontractor until Subcontractor furnishes to Trane the certificate of insurance and other documentation required by this Subcontract or the Contract Documents. Subcontractor shall pay for all labor, materials and equipment used in the performance of the Work through no later than the most current period for which progress payments have been made by Trane. With each application for payment, Subcontractor shall furnish Subcontractor's Affidavit of Payment of Debts and Claims and Partial & Conditional Waiver of Lien form (attached hereto as Exhibit C) for Subcontractor and for each of Subcontractor's subcontractors and major material or equipment suppliers.

Subcontractor shall furnish to Trane data requested by Trane to support the amounts claimed in payment applications, including without limitation copies of invoices from subcontractors and material suppliers, field reports, and daily reports.

Approval of applications for materials and equipment stored on the Site shall be conditioned on submission by Subcontractor of bills of sale and applicable insurance or other procedures satisfactory to Trane to establish the proper valuation of and Customer's title to the stored materials and equipment and to otherwise protect Customer's and Trane's interests therein, including transportation to the Site.

Section 7.04 Final Payment. Final payment shall be made upon Final Completion and Customer's acceptance of the Work in writing and within sixty (60) days of Trane's receipt of an acceptable payment application from Subcontractor. Final payment shall be conditioned upon receipt from Subcontractor of the Affidavit of Payment of Debts and Claims and Final & Conditional Waiver of Lien form (attached hereto as Exhibit D) for Subcontractor and each of Subcontractor's subcontractors and major material or equipment suppliers and such additional documentation required by Trane, in forms suitable to Trane. Withheld retention shall be paid at final payment, subject to the provisions of this Subcontract.

Subcontractor's acceptance of final payment shall constitute a waiver of all claims of Subcontractor against Trane, Owner, Customer, and the Site or otherwise related to the Work.

Section 7.05 Withholding of Payment. Payments otherwise due Subcontractor may be withheld by Trane on account of any or all of the following: (a) defective work performed by Subcontractor and not remedied; (b) claims filed by third parties in connection with Subcontractor's work or upon presentation of reasonable evidence indicating the probable filing of such claims; (c) failure of Subcontractor to make payments to its subcontractors, laborers, or materialmen for work done or material furnished; (d) a reasonable doubt that the Work can be completed for the balance then owing Subcontractor by Trane; and/or (e) any breach of this Subcontract by Subcontractor. Without prejudice to the rights of Trane, Trane reserves the right to issue joint checks to Subcontractor and its material suppliers and/or subcontractors, if in Trane's judgment it is necessary to do so in order to ensure payment thereto. Subcontractor agrees that Trane retains the right of setoff relative to any sums due to or from Subcontractor.

Article 8 - Changes and Claims

Section 8.01 Changes to the Work. By directive to proceed or written Change Order, and without notice to Subcontractor's sureties, Trane may at any time modify, change, omit or add to the Work to be performed and Subcontractor shall proceed with the Work as directed. In the event a directive to proceed is issued, Subcontractor shall proceed promptly and diligently with the performance of the directed Work, notwithstanding the fact that the directive does not contain an adjustment to Subcontract Price or Subcontract Time, each of which shall be determined at a later time by issuance of a Change Order. Neither the issuance nor performance of such a directive to proceed shall prejudice the rights of either party to contest at any time the entitlement to, or the amount of, an equitable adjustment related to such directive. Notwithstanding the foregoing, by written order to Subcontractor, Trane may direct Subcontractor to perform incidental changes in the Work that are consistent with the scope and intent of the Contract Documents and do not involve adjustments in the Subcontract Price or Completion Dates. Subcontractor shall promptly comply with such written orders.

Section 8.02 Claims. Subcontractor shall make all claims against Trane for which Trane or Customer is or may be liable in writing and within five (5) calendar days of the date when Subcontractor knew of the facts giving rise to the event for which claim is made, but in no event later than ten (10) calendar days prior to Customer's acceptance of the Work. Subcontractor agrees that any claim for extra compensation not made in accordance with these requirements shall be deemed waived by Subcontractor. Such notice of claim must clearly identify the order or event that is relied upon and contain a clear statement of why it constitutes a basis for adjustment.

Subcontractor's fee for overhead and profit shall be as set forth in the current Trane Overhead & Profit Fee Schedule For Change Orders (attached hereto as Exhibit B and incorporated herein by this reference).

Trane's obligation to pay extra compensation is contingent upon Subcontractor having fully performed its obligations under this Subcontract and the applicable Work Order(s).

Article 9 - Default and Termination

Section 9.01 Subcontractor's Default. Each of the following shall constitute a material default (a "Default") of this Subcontract by Subcontractor:

- (a) Subcontractor's refusal or failure to prosecute the Work with such diligence as will ensure its completion within the time specified in any Work Order;
- (b) Subcontractor's refusal or failure to complete the Work by a Completion Date;
- (c) Subcontractor's refusal or failure to comply with any order or directive issued under this Subcontract;
- (d) Subcontractor otherwise refuses or fails to comply with any provision of this Subcontract and/or any Work Order;
- (e) claims are filed by third parties in connection with Subcontractor's Work;
- (f) failure of Subcontractor to make payments to its subcontractors, laborers, or materialmen for work done or material furnished; or
- (g) The commencement of any voluntary or involuntary proceedings in bankruptcy or receivership by or against Subcontractor, Subcontractor shall become insolvent, make a general assignment for the benefit of creditors, or Subcontractor shall fail to pay its debts as and when they become due.

If Subcontractor fails, upon one (1) working day's written notice from Trane, to diligently and promptly commence and continue satisfactory correction of a Default, Trane, with or without terminating Subcontractor's right to proceed with all or any part of the Work under one or more Work Orders, may assume control of the Work and complete the same, by contract or otherwise, and may take possession of and utilize in completing the Work any materials, implements, equipment, or tools as may be on the site of the Work.

In the event of a violation of Section 10.06 or (in Trane's judgment) an emergency affecting the safety of persons or property, Trane may proceed to correct a Default and/or terminate this Subcontract or the applicable Work Orders, without first giving one (1) working day's written notice to Subcontractor, but shall give prompt written notice of such action to Subcontractor. The rights and remedies of Trane provided in this Section are in addition to any other rights and remedies provided by law or under this Subcontract. Subcontractor is not entitled to any further payment until the Work is completed and the costs for the Work are known. Subcontractor shall be liable for all costs, including reasonable overhead, profit and attorneys' fees, incurred to complete performance of the terminated work, together with any damages caused as a result of any delay occasioned by Subcontractor's Default, which costs and damages may be deducted from any moneys due or to become due Subcontractor under this Subcontract. Subcontractor shall be liable for the payment of any amount by which such amounts may exceed the unpaid balance of the Subcontract Price. If the unpaid balance of the Subcontract Price exceeds the costs of finishing the Work and any damages incurred by Trane, such excess shall be paid to Subcontractor.

Immediately upon Trane's request, pursuant to this Section or a termination of the Subcontract, Subcontractor shall deliver to Trane or, at Trane's direction, the project site, all materials and equipment purchased for performance of the Work so as to not delay the project in any way. Should Subcontractor delay or cause delays due to lack of cooperation in this regard, Subcontractor shall be responsible for any and all costs incurred by Trane as a result thereof, including procuring necessary materials or equipment or supplying additional or overtime labor. Immediately upon Trane's direction, Subcontractor shall assign its agreements with subcontractors and suppliers to Trane.

Section 9.02 Termination For Trane's Convenience. This Subcontract and/or any Work Order may be terminated for any reason by Trane in whole or in part at any time by written notice that specifically refers to this Section. A written notice that does not specifically refer to this Section shall be treated as a termination for Default under Section 9.01; provided, however, that a termination for Default of Subcontractor that is later determined to be wrongful shall be treated as a termination for convenience, in which event Subcontractor will stop Work and follow Trane's instructions for winding down. Subcontractor will be entitled to payment for all work satisfactorily completed based on Subcontractor's actual cost of performing such work plus reasonable overhead and profit, not to exceed the Subcontract Price and excluding uncompleted Work, anticipated profit or unabsorbed overhead. Immediately upon notice from Trane to Subcontractor, Subcontractor shall submit to Trane a statement showing all of the costs incurred by Subcontractor in the performance of the Work terminated.

Section 9.03 Termination or Suspension Due to Customer. The parties agree that the basic assumption underlying the mutual obligations and responsibilities under any Work Order is the performance of the Work for the Customer. If the Customer Contract is breached, rescinded, suspended, or terminated, for any or no reason, or if the Customer becomes insolvent, a voluntary or involuntary proceeding in bankruptcy or receivership is commenced by or against either, or if the Customer makes a general assignment for the benefit of creditors, Trane shall have the right to immediately terminate this Subcontract and/or any Work Orders upon written notice to Subcontractor.

Unless the Customer Contract is breached, rescinded, suspended, or terminated due in whole or in part to a Default or failure of Subcontractor, and if Subcontractor is not then in Default hereunder, Trane will allocate a fair and equitable share of any sums received from Customer on account of Subcontractor's Work completed to the date of such breach, rescission, suspension, or termination, but in no event will Trane be obligated to Subcontractor for any anticipatory profits or damages incurred by Subcontractor as a result of the termination of this Subcontract, any Work Order, or otherwise.

Section 9.04 Effect of Subcontract Termination on Work Order(s). The termination of this Subcontract shall serve to terminate only those Work Orders specifically addressed in the notice of termination. Any Work Order that is not terminated upon termination of this Subcontract shall continue in full force and effect, supplemented by the terms and conditions of this Subcontract, until such time as Subcontractor shall have fulfilled its obligations under such Work Order.

Article 10 - General Provisions.

Section 10.01 Term of Subcontract. Unless terminated pursuant to the provisions hereof, the term of this Subcontract shall commence as of the Effective Date and, subject to any extension permitted hereunder, shall terminate two (2) years from (the "Initial Term"). This Subcontract shall be automatically extended for an additional term of one (1) year following the expiration of the Initial Term hereof, unless written notice is provided by either party that it does not wish to extend the Subcontract for such additional term of one year following the expiration of the Initial Term. Said written notice shall be provided at least ninety (90) days prior to the expiration date of the Initial Term of the Subcontract. The expiration of the Initial Term, or any additional term, of this Subcontract shall not terminate any Work Order then in existence and for which Subcontractor until such time as Subcontractor shall have fulfilled its obligations as set forth therein.

Section 10.02 Independent Contractor. Trane has retained Subcontractor to provide the labor, materials, equipment and services referred to herein and to perform the Work as an independent contractor and Subcontractor shall at all times be deemed an independent contractor in connection with this Subcontract. Nothing in this Subcontract shall be construed as reserving or granting to Trane any right to exercise any control over or to direct the conduct or management of Subcontractor's business or operations. The entire control and direction of such business and operations shall be and shall remain with Subcontractor. Neither Subcontractor nor any person performing any duties or engaged in any work on behalf of Subcontractor shall be deemed an employee or agent of Trane or Customer.

Section 10.03 Assignments/Subcontracts. No assignments by Subcontractor of this Subcontract, any Work Order, or of any amounts due or to become due under this Subcontract or any Work Order shall be binding upon Trane unless and until Trane's written consent thereto is provided, in which event this

Subcontract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Subcontractor shall not further subcontract portions of this Subcontract or any Work Order without Trane's prior written approval.

Section 10.04 Attorneys' Fees and Costs. Should either party employ an attorney to institute suit or demand arbitration to enforce any of the provisions hereof to protect its interests in any manner arising under this Subcontract, or to recover on a surety bond furnished by a party to this Subcontract, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs, charges, and expenses incurred therein. A prevailing party is a party that recovers at least 75% of its total claims or that is required to pay no more than 25% of the claims made against it.

Section 10.05 Notices. Except as otherwise provided herein, Subcontractor shall provide any written notices required by the Contract Documents within such time and in such manner to permit Trane to provide written notices in accordance with the Contract Documents.

All notices to be given by either party to the other shall be in writing and must be either delivered or mailed by registered or certified mail, return receipt requested, addressed as follows:

If to Trane: Trane
Local Office Address

Attention: Trane Contact Person

If to Subcontractor: Subcontractor Company Name
Subcontractor's Address

Attention: Subcontractor Contact Person

or such other addresses as either party may hereinafter designate by notice to the other. Notices are deemed delivered or given and become effective upon mailing if mailed as aforesaid and upon actual receipt if otherwise delivered.

All notices or other communications under this Subcontract shall be in writing and may be delivered in person, or may be sent by receipted courier, facsimile transmission, express mail, e-mail, or postage prepaid certified or registered mail, addressed to the party for whom it is intended, at the addresses set forth in this Subcontract. Either party may change its address for notice by giving written notice to the other party of the change. Any notice or other communication shall be deemed given no later than the date actually received. Notice by courier, express mail, certified mail, or registered mail shall be deemed given on the date it is officially recorded as delivered by return receipt or equivalent and, in the absence of such record of delivery, it shall be rebuttably presumed to have been delivered on the third business day after it was deposited, first-class postage prepaid, in the mails. Notices sent by fax or e-mail shall require tangible confirmation of receipt from the person to whom addressed.

Section 10.06 Compliance With Applicable Laws. Subcontractor shall comply with all applicable federal, state and local laws, ordinances, and codes and all lawful orders, rules and regulations. Subcontractor shall, without additional expense to Trane, obtain and pay fees for all licenses and permits required for the prosecution of the Work. The provisions of Executive Order 11246 and the Equal Employment Opportunity clause, section 60-4.3(a) of 41 CFR, concerning equal opportunity obligations of federal contractors and subcontractors; Executive Order 11701 and the Affirmative Action clause, section 60-250.4 of 41 CFR, concerning affirmative action obligations of federal contractors and subcontractors; Executive Order 11758 and the Affirmative Action clause, section 60-741.4 of 41 CFR, concerning affirmative action obligations for handicapped workers of federal contractors and subcontractors; and Executive Order 13201 and section 29 CFR 470, regarding the notice of employee rights concerning union dues and fees, are all incorporated herein by reference.

Subcontractor agrees that it shall only supply foreign nationals working as employees under this Subcontract who satisfy all U.S. immigration laws, including the L-1 Visa (Intercompany Transferee) Reform Act of 2004 (the "L-1 Reform Act") and the H-1B Visa Reform Act of 2004 (the "H-1B Reform Act").

A. Subcontractor agrees that every L-1 petition submitted for employees who will work at the Site shall contain, among other things, the following: (i) Part 4, Form I-129S (or equivalent): Subcontractor, c/o Trane *[at the address where Subcontractor employee will work]*; and (ii) a supporting letter that includes a statement clearly indicating: (a) at what Trane project site the employee will work and providing the full address of that site; and (b) what specialized knowledge (as defined by 8 U.S.C. §1184(c)(2)(B), as amended, and as interpreted by the U.S. Citizenship and Immigration Services ["USCIS"] or the U.S. State Department ["DOS"]) each foreign national has and will utilize at the Trane work site; and (c) how the Subcontractor will control and supervise the employee at the work site.

B. The Subcontractor warrants and represents that every statement in its L-1 petitions for its employees will be true and accurate and agrees to notify Trane immediately in the event that it discovers a violation of this paragraph in the manner required by Section 10.05. The Subcontractor further agrees that any violation of this Section shall be considered a material breach of this Subcontract and shall entitle Trane to terminate this Subcontract immediately upon notice given pursuant to Section 10.05.

C. The Subcontractor warrants and represents that it will not place any H-1B employee on any Trane work site in violation of either the L-1B or the H-1B Reform Acts or any other legal provision(s).

D. Subcontractor further agrees to: (i) identify for Trane all foreign nationals in its employ who will work at a Trane work site, (ii) provide Trane with the nonimmigrant visa classifications of these foreign nationals, and (iii) maintain at the Trane work site a complete and full copy of all visa petition materials submitted to the USCIS or DOL in connection with the Subcontractor's efforts to secure a nonimmigrant working visa for the employee.

E. Subcontractor further agrees that Trane or its representatives shall have the right, without prior notice to Subcontractor, to inspect and/or copy any and all nonimmigrant visa materials maintained by Subcontractor as required.

Trane is a federal contractor which complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250.

Section 10.07 Disputes. Trane may require Subcontractor to submit a dispute to Trane in accordance with the dispute provisions of the Contract Documents and Subcontractor's sole remedy shall be as set forth in the Contract Documents if so required by Trane. Any other dispute, controversy or claim (hereinafter collectively referred to as "Dispute") arising out of or relating to this Subcontract or any alleged breach hereof, shall be resolved by resort to such rights and remedies as the parties each may have at law or in equity. Except to the extent that this Subcontract expressly permits a party to suspend performance, pending final resolution of a Dispute, the parties shall each proceed diligently and faithfully with performance of their respective obligations under this Subcontract.

Section 10.08 Representations. Each party executing this Subcontract warrants and represents to the other that it has full power and authority to enter into this Subcontract, to bind itself to the obligations hereunder, and that the individual signing this Subcontract has the requisite power and authority to bind the party on behalf of which the individual signs. Subcontractor warrants that it has not given nor received any commissions, payments, gifts, kickbacks, entertainment (other than of a nominal value), or other things of value in connection with this Subcontract and acknowledges that the giving or receiving of any such consideration may result in the cancellation of this and all future contracts.

Section 10.09 Severability and Waiver. If any term or conditions of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect so long as the economic or legal substance of the transaction

contemplated hereby is not affected in a manner adverse to any party hereto. Upon any such determination of invalidity, illegality or unenforceability, the parties hereto shall negotiate in good faith to modify this Agreement so as to affect the original intent of the parties as closely as possible in an acceptable manner, to the end that the transactions contemplated by this Agreement are consummated to the extent possible. The failure of either party to at any time insist upon the performance of any of the terms of this Subcontract, or to exercise any right, shall not be construed as a waiver of such term or right.

Section 10.10 Publicity. Subcontractor will not make any mention of this Subcontract, any Work Order, or Subcontractor's work hereunder in any advertisement, promotional material, publicity or press release without Trane's prior written consent or except as required by law.

Section 10.11 Governing Law. This Agreement is made and shall be interpreted and enforced in accordance with the laws of the State in which the Work is to be performed.

Section 10.12 Complete Agreement. This Subcontract, the balance of the Contract Documents, and any documents incorporated herein by reference, shall constitute the entire agreement between the parties. There are no expressed or implied, oral or other agreements or understandings between the parties of any kind pertaining to the Work that have not been set forth in this Subcontract. This Subcontract cannot be modified except by a writing signed by an authorized representative of each party.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have each executed this Subcontract Agreement ("Subcontract"), effective as of the date first written above.

Trane U.S. Inc.By: _____
(Signature)_____
(Printed Name)

Title: _____

Date: _____

Subcontractor's Legal NameBy: _____
(Signature)_____
(Printed Name)

Title: _____

Date: _____

Subcontractor License Number: Guide Note [2]



DATE: Effective date of contract or date work was started

SUBCONTRACTOR (name & address): Subcontractor company's legal name

Street Address

City, State, Zip

License No.:

State: where license was issued

Trade: type of license

CONTRACTOR (name & address):

Trane U.S. Inc.

Local office street address

Local office City, State, Zip

License No.:

TRANE PROJECT NAME:

TRANE PROJECT NUMBER:

TRANE SUBCONTRACT NUMBER:

(Please reference this number on subcontractor invoices)

PROJECT SITE ADDRESS:

Street address

City, State, Zip

CUSTOMER (name & address):

Customer's Legal Name

Street address

City, State, Zip

OWNER (if not same as CUSTOMER):

Owner's Legal Name

Street address

City, State, Zip

The provisions of this Work Order are hereby agreed to by and between Trane and Subcontractor. Subcontractor hereby acknowledges that the terms and conditions of the Master Construction Subcontract previously executed by Trane and Subcontractor are incorporated herein.

Section 1.01. THE WORK: The scope of the Work to be furnished by Subcontractor is set forth on Attachment 1 attached hereto and incorporated herein.

Section 1.02. SUBCONTRACTOR PERFORMANCE BOND

(Put an "X" in the appropriate box.)

Required

Not Required

SUBCONTRACTOR PAYMENT BOND

(Put an "X" in the appropriate box)

Required

Not Required

Section 1.03. COMPLETION DATES (SUBCONTRACT TIME):

Substantial Completion Date:

Final Completion Date:

The Subcontract Time is the period of time, including authorized adjustments, allotted for Subcontractor to achieve Substantial Completion of the Work by the Substantial Completion Date listed above.

Section 1.04. CONTRACT DOCUMENTS: The Contract Documents consist of the Master Construction Subcontract, this Work Order, the Customer Contract, dated, and the Subcontractor's proposal or quotation (excluding terms and conditions contained therein).

Section 1.05. SUBCONTRACT PRICE (including sales and use tax):

Section 1.06. RETAINAGE PERCENTAGE:

Initials: Subcontractor expressly acknowledges that it has received a copy of Trane's Subcontractor General Safety Rules, and understands its obligations regarding compliance with each document

IN WITNESS WHEREOF, the duly authorized representatives of the parties have each executed this Subcontract Agreement ("Subcontract"), effective as of the date written above.

Trane U.S. Inc.

[Subcontractor Company Name]

By: (Signature)

By: (Signature)

(Printed Name)

(Printed Name)

Title:

Title:

Date:

Date:

**Attachment 1 to Work Order
Subcontractor's Scope of Work**

Subcontractor shall perform the following Scope of Work:

Exhibit B**Overhead & Profit Fee Schedule For Change Orders**

The fee allowed to Subcontractor for overhead and profit shall be determined as set forth in this Schedule.

Any Subcontractor's fee for overhead and profit shall be included in the Change order as a mutually acceptable fixed fee or, if no agreement is reached, then based on the following percentages, as applicable to the types of actual costs listed:

A fee of 15% shall be paid for the following actual costs:

- Payroll costs for employees directly employed by Subcontractor in the performance of the Work under job classification schedules agreed upon by Subcontractor and Trane. Payroll costs for a part-time employee is apportioned on the basis of such employee's time spend on the Work. Payroll costs include the following: salaries and wages, fringe benefits, including social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto. Unless otherwise agreed by Trane, all payroll costs are for straight time (regular working hours, excluding Saturday, Sunday, and holidays).
- Cost of all materials and equipment furnished and incorporated into the Work, including reasonable transportation and storage

A fee of 5% shall be paid for the following actual costs:

- Payments made by Subcontractor to its subcontractors for Work performed or furnished by such sub-subcontractors. Competitive bids from sub-subcontractors acceptable to Trane and Subcontractor shall be obtained if required by Trane. If any sub-subcontractor is to be paid on the basis of the actual cost of the Work plus a fee, the sub-subcontractor's cost of Work and applicable fee shall be determined in the same manner as provided by this Schedule.

No fee for overhead and profit shall be paid to Subcontractor for the following costs:

- costs of special consultants
- transportation, travel and meals for employees
- cost of materials, supplies, equipment, machinery, facilities, and hand tools (not owned by the workers) that are consumed in the performance of the Work and cost less market value of such items used, but not consumed, and which remain Subcontractor's property
- rentals of construction equipment and machinery and the costs of transporting, loading, unloading, installing, dismantling and removing the same
- sales, consumer, use or similar taxes related to the Work and royalty payments (incurred only upon Trane's prior, written consent) and fees for Permits and licenses
- cost of utilities, fuel and sanitary facilities at the Work site
- telegrams, telephone service and calls (local and long-distance), couriers or messengers
- cost of premiums for additional bonds and insurance required because of changes in the Work

The cost of the Work does not include the following (and, therefore, no fee is allowed):

(this listing is not exclusive and the fact that a cost is not listed below does not mean that the cost may be charged to the job)

- Payroll costs and other compensation for Subcontractor's officers, executives, principals, managers, professional employees, clerks and others employed by Subcontractor at the site or not for general administration of the Work; such costs are to be considered administrative costs covered by Subcontractor's fee
- expenses of Subcontractor's principal and branch offices
- cost of premiums for bonds and insurance, except as allowed above

Exhibit C

**Subcontractor's Affidavit of Payment of Debts and Claims and
 Partial & Conditional Waiver of Lien**

State of _____
) ss.
 County of _____

_____ the undersigned subcontractor, hereby certifies that, except as listed below, the undersigned has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services, performed, and for all indebtedness and claims against Trane U.S. Inc., or arising in any manner in connection with the performance of the _____ (project name & description of work) through _____ (date through which payment is being made), for which Trane or the Owner or its property might in any way be held responsible. Subcontractor further certifies that it has obtained and furnished to Contractor an Affidavit of Payment of Debts and Claims and Partial & Conditional Waiver of Lien from each of Subcontractor's subcontractors and major material or equipment suppliers furnishing labor or materials for this project. Exceptions (if none, so state):

The undersigned further certifies that, upon receipt by the undersigned the sum of _____ (amount of this payment application), which sum, if in the form of a check, shall be payable to the undersigned subcontractor, and when said check has been properly endorsed by all payees and has been paid by the bank upon which it is drawn, the undersigned shall have received payment in the amount of _____ (amount paid to Subcontractor to date, including this payment) and this document shall become effective to waive and release any and all mechanic's lien, stop notice, or bond rights the undersigned has or may hereafter have in connection with the aforementioned project and all other claims the undersigned may now or hereafter have against Trane and/or the Owner and/or its property for all materials and equipment furnished, for all work, labor, and services performed, and for all known or unknown indebtedness and claims against Trane and/or the Owner through _____ (date through which payment is being made) for said project or related to the subcontract pursuant to which subcontractor's work was furnished.

By: _____

 (name of individual signing document)

 (title of individual signing document)

Subscribed and sworn to before me
 this ____ day of _____, 20__.

 Notary Public

Exhibit D

**Subcontractor's Affidavit of Payment of Debts and Claims and
 Final & Conditional Waiver of Lien**

State of _____
) ss.
 County of _____

_____, the undersigned subcontractor, hereby certifies that, except as listed below, the undersigned has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services, performed, and for all known indebtedness and claims against Trane U.S. Inc., for damages arising in any manner in connection with the performance of the

_____ (project name & description of work) for which Trane or the Owner, or its property, might in any way be held responsible, and has obtained and furnished to Contractor an Affidavit of Payment of Debts and Claims and Final & Unconditional Waiver of Lien from each of Subcontractor's subcontractors and major material or equipment suppliers furnishing labor or materials for this project. Exceptions (if none, so state):

Upon receipt by the undersigned of the sum of _____ Dollars (\$ _____) (amount of this payment application), (and if paid by check payable to the undersigned subcontractor, when said check has been properly endorsed by all payees and has been paid by the bank upon which it is drawn) the undersigned shall have received payment in the amount of _____ Dollars (\$ _____) (amount paid to Subcontractor to date, including this payment), and this document shall become effective to waive and release any and all mechanic's lien, stop notice, or bond rights the undersigned has or may hereafter have with respect to the aforementioned project and all other claims the undersigned may now or hereafter have against Trane and the Owner and its property for said project or related to the subcontract described above.

 (subcontractor)

By: _____

 (name of individual signing document)

 (title of individual signing document)

Subscribed and sworn to before me
 this ____ day of _____, 20__.

 Notary Public



Exhibit E-1

Certificate of Substantial Completion and Acceptance

Subcontractor & Project Name
Trane Project No.:
Date Certificate Submitted to Trane:

The Work performed pursuant to the Master Construction Subcontract Agreement ("Subcontract"), dated as of , by and between Subcontractor's Name ("Subcontractor") and Trane U.S. Inc., and Work Order issued thereunder, dated as of , has been inspected by Trane and has been determined to be substantially complete, and Trane accepts the same.

The Date(s) of Substantial Completion for the Work noted below is/are hereby established as the date Trane executes this Certificate, as noted below.

Subcontractor shall complete the items of work included on the punchlist by the following date:

The Warranty Period, pursuant to Article 4 of the Subcontract, commences as of the Warranty Commencement Date stated below with respect to the following corresponding equipment or work:

Table with 2 columns: Description of Equipment or Work, Warranty Commencement Date

Submitted by:

(Subcontractor)

By: _____

Its: _____

Date of Subcontractor's Signature: _____

Accepted by:

Trane U.S. Inc.

By: _____

Its: _____

Date of Trane's Signature: _____



Exhibit E-2

Certificate of Final Completion and Acceptance

Customer and Project Name
Trane Project No.:
Date Certificate Submitted to Trane:

The Work performed pursuant to the Master Construction Subcontract Agreement ("Subcontract"), dated as of _____, by and between Subcontractor's Name ("Subcontractor") and Trane U.S. Inc. ("Trane"), and the Work Order issued thereunder, dated as of _____, has been inspected by Subcontractor. Presentation of this Certificate to Trane constitutes Subcontractor's certification pursuant to Section 2.06 of the Subcontract.

Based upon the foregoing and Trane's inspection of the Work, and subject to the provisions of the Subcontract, Trane has determined the Work to be finally complete.

The Date of Final Completion is hereby established as the date Trane executes this Certificate, as noted below.

The Warranty Period, pursuant to Article 4 of the Subcontract, commences as of the Date of Final Completion, except as noted below with respect to the following equipment or work:

Description of Equipment or Work	Warranty Commencement Date

Submitted by:

(Subcontractor)

By: _____

Its: _____

Date of Subcontractor's Signature: _____

Accepted by:

Trane U.S.Inc.

By: _____

Its: _____

Date of Trane's Signature: _____