

Subcontract Agreement

Triangle Subcontract #: 8150
Triangle Job #: J3734
Subcontractor: Read Window Products LLC
Owner: TVA
Project Name: TVA Brownsville CT Admin Reno
Project Address: Hwy 641
Gilbertville, KY 42044

****SUBCONTRACT NUMBER AND TRIANGLE JOB NUMBER MUST APPEAR ON ALL INVOICES****

THIS SUBCONTRACT AGREEMENT (hereinafter, "Agreement") is made and entered into on 10/17/2025 ("Effective Date"), by and between Triangle Enterprises, Inc. ("Contractor") and Read Window Products LLC ("Subcontractor").

WHEREAS, Contractor has entered into a Contract with TVA ("Owner") dated 10/01/2025 to perform certain work specified therein ("Prime Contract"); and

WHEREAS, it is agreed that a part of said work is to be performed by Subcontractor under the terms and conditions of this Agreement; and

NOW, THEREFORE, in consideration of the premises and covenants and conditions herein contained, it is mutually agreed as follows:

ARTICLE 1 - SUBCONTRACT DOCUMENTS

12.93 The documents which form this Subcontract Agreement include (1) this Agreement, (2) the Prime Contract, including all of the other contract documents enumerated therein such as plans, specifications, general conditions, special conditions, agreements, and documents pertaining thereto, and (3) modifications to this Agreement in accordance with Article 5 (collectively the "Subcontract Documents"). All of the agreements, terms, conditions, plans, specifications, and other contract documents constituting the Prime Contract are incorporated into this Agreement. The Subcontractor shall be bound to Contractor by the terms of the Subcontract Documents, and shall assume toward Contractor all of the obligations and responsibilities that Contractor assumes towards the Owner in the Prime Contract. This Agreement, the provisions of the Prime Contract, and the other Subcontract Documents are intended to supplement and complement each other and shall, where possible, be thus interpreted. If, however, any provision of this Agreement irreconcilably conflicts with a provision of the Prime Contract and the other Subcontract Documents, the provision imposing the greater duty or obligation on the Subcontractor shall govern.

12.94 Subcontractor acknowledges and agrees that it has examined sufficiently to its satisfaction the site of the work, plans, and application of the plans to the site of the work, and is satisfied with the completeness of the plans, and is fully familiar with the aforesaid Prime Contract, and Subcontractor assumes full responsibility for all conditions of work known and unknown. This clause shall not limit Subcontractor regarding any recourse available to Contractor against Owner under the Subcontract Documents.

ARTICLE 2 - SCOPE OF WORK

2.10 Subcontractor agrees to perform part of the Prime Contract as set forth in Attachment A (the "Work"). Subcontractor shall perform such Work at the general direction of Contractor and in accordance with this Agreement and the Subcontract Documents. The Subcontractor shall perform each activity necessary or incidental to complete the Work. The provisions of this Agreement and Attachment A are intended to complement each other, but if there is any inconsistency, Attachment A shall govern.

2.11 Subcontractor hereby agrees that all work shall be done subject to the final approval of the Contractor, Architect or Owner's authorized agent, which decision shall be final, if consistent with the terms of the Subcontract Documents.

2.12 The Subcontractor shall, to the extent required by the Subcontract Documents, submit to Contractor all shop drawings, product data, samples, and submittals expeditiously and in such manner and sequence so as to avoid delay in the progress of the Work or the activities of Contractor or other subcontractors. In the event that Subcontractor fails to promptly furnish such shop drawings, product data, samples and submittals, Contractor, at its option, may consider such to be a breach of an essential element of the Agreement and be entitled to all remedies allowed by law for breach of this Agreement. The Subcontractor shall be responsible for accuracy and conformity with all shop drawings, product data, samples and submittals. Unless specifically noted by Contractor, action on shop drawings and submittals by Contractor shall not be deemed to authorize deviation from the Subcontract Documents.

ARTICLE 3 - TIME OF COMMENCEMENT AND COMPLETION

3.1 Time is of the essence with respect to the performance of Subcontractor's obligations under this Agreement. Subcontractor shall commence the work immediately after notification that Subcontractor is to start work and shall complete the same so that the entire Project may be completed in accordance with the completion date(s) specified in the Prime Contract and in accordance with a progress schedule prepared by Contractor and agreed to by Subcontractor ("Progress Schedule"). Subcontractor shall perform its Work promptly, efficiently, and a rate of progress as necessary as to not impede Contractor or any other subcontractor in the performance of its work and so as to satisfy Contractor that all work will be completed within the contract time specified in the Prime Contract or within the time of the Progress Schedule (whichever is earlier). The Progress Schedule will be prepared to coordinate the work in the most expeditious manner for completion of the project and may be different than the Prime Contract Schedule submitted to the Owner.

3.2 If Subcontractor falls behind in the progress of the Work, Subcontractor may be directed to take such steps as deemed necessary to improve the rate of progress. These steps may include, without limitation, requiring Subcontractor to increase the number of workers, shifts, overtime operations, days of Work, equipment, or other remedies. Within three (3) calendar days of receiving any such direction from Contractor, Subcontractor shall submit a recovery schedule for Contractor's approval demonstrating how the required rate of progress will be regained without additional cost to Contractor. When punch list work is required, the Subcontractor shall complete all punch list work within the time-frames indicated by Contractor.

3.3 Contractor may revise the Progress Schedule and the sequence of the Work at its reasonable discretion as the Work progresses. If any such revisions extend the total amount of time necessary for Subcontractor to complete the Work, the Progress Schedule may be adjusted equitably to provide sufficient time for Subcontractor's completion of the Work. Contractor or another subcontractor may, upon agreement of Subcontractor, perform certain parts of the Work without affecting the validity of this Agreement.

3.4 Subcontractor shall cooperate with the Contractor and other subcontractors whose work might interfere with the Subcontractor's work and participate in the preparation of coordinated drawings in areas of congestion as required by the Subcontract Documents, specifically noting and advising the Contractor of any such interference.

3.5 If Subcontractor fails to timely perform the Work as required by this Agreement, then Subcontractor shall be liable for: (1) liquidated damages assessed by Owner per the Prime Contract for Subcontractor's proportionate share of any liquidated damages due to delays caused by Subcontractor, and (2) actual damages incurred by Contractor due to delays caused by Subcontractor. Contractor shall have the right, upon notice, to withhold and set-off Contractor's costs and damages attributable to Subcontractor's delay, including reasonable attorney's fees and consultant's fees, against any monies due Subcontractor under this Agreement.

3.6 Subcontractor shall be entitled to an extension of time for performing and completing the Work only to the extent and upon the same terms and conditions as any extension of time is allowable under the terms of the Prime Contract, and only if such extension is applicable to and necessary for Subcontractor's Work.

ARTICLE 4 - PAYMENT

- 4.1 Subject to the provisions of this Agreement, the Contractor agrees to pay the Subcontractor for the performance of this work the total sum of \$17,360 (Seventeen Thousand Three Hundred Sixty Dollars), subject to additions and deductions for changes as may be agreed upon in writing (the "Subcontract Price"). The Subcontract Price is firm for the duration of the Project and is not subject to price escalations resulting from material surcharges, equipment surcharges, or for any other reason unless due to a compensable change in the Work.
- 4.2 Subcontractor shall furnish, at his own expense, all labor, equipment, materials, apparatus, fuel, energy, tools, and other facilities necessary for the execution and completion of the Work, including testing and cleanup by Subcontractor as required by the Subcontract Documents. If the Subcontractor fails to perform cleanup work within three (3) working days after notification by the Contractor, Contractor may perform such cleanup work and back-charge the Subcontractor.
- 4.3 Subcontractor shall submit a schedule of values broken down by labor and material for each item of Work for review by Contractor. After the schedule of values is approved by Contractor, Subcontractor shall use this schedule of values on all payment applications. Contractor shall make progress payments to the Subcontractor in accordance with the approved schedule of values upon written application by the Subcontractor in an amount equal to the percentage of Work actually completed and accepted by Contractor and/or Owner and to be made of the basis of, and only to the extent of, payments actually received by Contractor from Owner, less 10% retainage. If the Owner withholds less than 10% retainage from payments to Contractor, Contractor may, in its reasonable discretion, reduce the amount of retainage withheld from payments to Subcontractor to equal the amount of retainage held by Owner. Applications for Payment, including all required supporting documentation, shall be submitted in proper form to Contractor by the day of each month for inclusion into Contractor's Request for Payment to the Owner. Contractor shall pay Subcontractor within fifteen (15) business days after receipt of payment from Owner. Partial payment shall not be construed as acceptance of any Work. Partial payment applications shall include a completed Attachment "B" Partial Release and Waiver of Lien.
- 4.4 Subject to the terms of this Agreement, Contractor shall issue final payment to Subcontractor upon acceptance by, and payment in full by Owner. In the event full payment is not received due to a dispute with Owner involving Subcontractor, then Subcontractor will not be paid until the dispute is resolved and final payment is received, but if Subcontractor is not involved in such dispute, final payment will remain due and actual payment will be accomplished by mutual agreement. Subcontractor's Final Payment application shall include a completed Attachment "C" Final Release and Waiver of Lien.
- 4.5 Subcontractor shall promptly pay, from payments to Subcontractor by Contractor, all costs incurred by Subcontractor in its performance of the Work, including, but not by way of limitation, all sales and use taxes and payroll taxes. Subcontractor shall make timely payments to its suppliers and sub-subcontractors, and will indemnify, defend and hold Contractor and the Owner harmless from liens or claims.

If Contractor has reason to believe that labor, material or other obligations incurred in the performance of the Subcontractor's Work are not being paid for, Contractor shall give written notice of such claim or lien to the Subcontractor to insure that any progress payment shall be utilized to pay such obligations. If upon receipt of said notice, the Subcontractor does not:

- (i) Supply evidence to the satisfaction of Contractor that the monies owing to the claimant have been paid; or
- (ii) Post a bond in a form and with surety satisfactory to Contractor indemnifying the Owner, Contractor, Contractor's surety, if any, and the premises from such claim or lien;

Contractor shall have the right to exercise any or all of the following rights, until the claim or lien has been satisfied by the Subcontractor:

- (1) Retain out of any payments due or to become due to the Subcontractor for this Project, or any other Contractor project, a reasonable amount to protect Contractor from any and all loss, damage or expense,

including attorney's fees, arising out of or relating to any such claim or lien;

- (2) Issue joint checks as payment of any payments due or to become due to the Subcontractor, payable to the Subcontractor and the claimant;
- (3) Make direct payments of sums due the Subcontractor to the claimant; or
- (4) May (but has no obligation to) bond off the lien, and backcharge all costs, attorneys' fees and other expenses involved in bonding off the lien of the claimant to Subcontractor.

4.6 The Subcontractor represents that it relies primarily on the credit and ability of the Owner to pay for the Work and not the Contractor, and the Subcontractor agrees that payment by the Owner to the Contractor for the Work shall be a condition precedent to any payment obligation of the Contractor to the Subcontractor.

ARTICLE 5 - CHANGES IN THE WORK

- 5.1 The Contractor may order or propose changes in the Work consisting of additions, deletions or other revisions, with the Subcontract Price and Progress Schedule being adjusted accordingly. All such changes in the Work shall be by a written Subcontract modification ("Change Order"). The Contractor may, by a written directive issued and signed by the Contractor's authorized representative, direct the Subcontractor to proceed with changes in the Work, prior to the issuance of a Change Order ("Change Directive"). Upon receipt of a Change Directive from the Contractor, Subcontractor shall proceed with the Work.
- 5.2 Within ten (10) working days of receipt of Contractor's request, the Subcontractor shall submit to the Contractor a proposal including a written detailed estimate of the cost of performing the ordered or proposed changes to the Work to include quantities, unit prices, labor rates, manufacturer's and supplier's quotations and all other information required by the Contractor for a complete analysis of the proposal. If the proposed change affects the length of time required to complete the Work, the Subcontractor shall set forth, in writing, the amount of any justifiable time increase in the proposal.
- 5.3 The Subcontractor agrees to make all claims for which the Owner is or may be liable in the manner and time periods provided in the Prime Contract for like claims by Contractor against the Owner. Subcontractor shall provide written notice of such claims to Contractor within sufficient time for Contractor to make such claims against the Owner in accordance with the Prime Contract, within five (5) calendar days after the occurrence of the event giving rise to such claim, or prior to the performance of Subcontractor's Work for which such claim is made, otherwise such claims shall be deemed waived. In claims related to actions or requests by the Owner or the Owner's representative, the Subcontractor shall only be entitled to recover costs or time to the extent Contractor recovers such costs or time from the Owner. The Subcontractor agrees to cooperate with the Contractor in seeking adjustments from the Owner in connection with such changes.
- 5.4 The Subcontractor shall give Contractor written notice of all claims for additional cost and extensions of time not related to the Owner within five (5) calendar days of the beginning of the event for which such claim is made; otherwise such claim shall be deemed waived. If the progress of Subcontractor's work is substantially delayed due to an event that is solely within the control of Contractor, Subcontractor may submit a request for additional time or compensation for direct costs incurred due to any such delay. Contractor shall not be liable to the Subcontractor for damages as a consequence of delay, schedule impacts, hindrances, interference, acceleration, compression or other time related claims (collectively referred to as "schedule impacts") caused by any person not a party to this Agreement, unless Contractor has first recovered the same on behalf of the Subcontractor from said person, and then only to the extent of such recovery after deduction of all attorney's fees and other expenses relating thereto, it being understood and agreed by the Subcontractor that apart from recovery from said person, the Subcontractor's sole and exclusive remedy for schedule impacts set forth in this paragraph shall be an extension of time for performance of the Subcontractor's Work.
- 5.5 Subcontractor shall provide all documents requested by Contractor regarding any claim, including but not limited to job cost reports, job payroll ledger, daily reports, daily timesheets, foreman daily reports and diaries, Subcontractor's

complete estimate, invoices, subcontracts, purchase orders, equipment documents (list of company owned, rented or other equipment used), rental charges, job costing of company owned equipment and general ledger.

- 5.6 No dispute as to adjustment of the Subcontract Price or Progress Schedule for changed Work, shall excuse the Subcontractor from proceeding with such changed Work that has been duly authorized in a Change Directive issued by the Contractor.
- 5.7 Subcontractor waives any and all claims for consequential damages, including but not limited to, claims for principal office expenses, including compensation of personnel stationed there, for loss of financing, business and reputation, lost profits, and loss of bonding capacity.

ARTICLE 6 - SUBCONTRACTORS OR ASSIGNMENTS

- 6.1 Subcontractor shall not assign or sublet any part of the Work without the prior written consent of the Contractor. In the event any part of such Work is subcontracted by the Subcontractor, be it with consent of Contractor or not, Subcontractor shall be responsible for such Work just as if it had never been subcontracted, and Subcontractor will indemnify, hold harmless, and defend Contractor in respect to all claims arising out of such Work.

ARTICLE 7 - DEFAULT AND TERMINATION

- 7.1 If the Subcontractor fails at any time to comply strictly with the terms of this Agreement, fails to furnish sufficient satisfactory material, qualified labor or equipment or facilities in performance of the Work, refuses, neglects or fails to timely prosecute the Work in accordance with the Progress Schedule or any other schedule applicable to Subcontractor, fails to make prompt payment for materials, labor, equipment, or taxes, becomes involved in a labor dispute created by a violation of an existing contract that delays or impedes Subcontractor's Work or any other part of the Project, disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction over the Project, or otherwise breaches any material provisions of this Agreement, the Subcontractor shall be deemed in default of this Agreement. If the Subcontractor fails within three (3) working days after receipt of written notice to commence and continue satisfactory correction of such default with reasonable diligence and urgency, then Contractor, without prejudice to any other rights or remedies, shall have the right to any or all of the following remedies:
 - a. supply such number of workers and quantity of materials, equipment and other facilities as reasonably necessary for the performance of the Subcontractor's Work, or any part thereof, which the Subcontractor has failed to complete or perform after the aforesaid notice, and charge the cost thereof to the Subcontractor, who shall be liable for the payment of such costs, including reasonable overhead, profit, as well as for other damages, and attorney's fees and dispute resolution costs;
 - b. contract with one or more additional contractors to perform such part of the Subcontractor's Work as Contractor reasonably shall determine will provide the most expeditious completion of the total Work and charge the cost thereof to the Subcontractor;
 - c. withhold payment of any monies due the Subcontractor pending corrective action or completion of the Subcontractor's Work to the reasonable satisfaction of Contractor;
 - d. set-off Contractor's damages attributable to Subcontractor's default against any monies due Subcontractor under this Agreement or under any other contract between Contractor and the Subcontractor; or
 - e. terminate the Subcontract Agreement as set forth below.

In the event of an emergency affecting the safety of persons or property, Contractor may proceed as above without notice.

For any and all remedies selected by Contractor following Subcontractor's default, all of the costs incurred by Contractor in so performing the Subcontractor's Work, including a markup of twenty percent (20%) for reasonable overhead and profit, consultant fees, and attorney's fees shall be deducted from any monies due or to become due Subcontractor. If the unpaid balance due to Subcontractor hereunder exceeds the expense of completing the Work,

such excess shall, subject to the provisions of this Agreement, be paid to the Subcontractor after the Work has been accepted by the Owner and Contractor has received payment from the Owner. If the unpaid balance due to Subcontractor hereunder is less than the expense of completing the Work, Subcontractor shall, upon demand by Contractor, pay the difference to Contractor. Subcontractor agrees that Contractor shall have the right, upon notice of default, to withhold and set-off Contractor's costs and damages attributable to Subcontractor's default against any payment due Subcontractor under this Agreement or under any other contract between Contractor and Subcontractor.

7.2 Termination for Default. If the Subcontractor fails to commence and continue satisfactory correction of a default within three (3) calendar days after Subcontractor's receipt of the notice issued under Paragraph 7.1, the Contractor may, at its discretion, terminate this Agreement by written notice to the Subcontractor and may take over the performance of the Work and complete the same or may subcontract all or any part thereof. If the Contractor performs work under this Paragraph 7.2, either directly or through another subcontractor, the Contractor shall have the right to take and use any materials, equipment, or tools furnished by, or belonging to the Subcontractor for the purpose of completing the Subcontractor's remaining Work, without any payment or liability for the use of the same except a reasonable rental value, which may be offset against any sums due Subcontractor, for completing the Work. All of the costs incurred by Contractor in so performing the Subcontractor's Work, including reasonable overhead and profit and reasonable attorney's fees, shall be deducted from any monies due or to become due Subcontractor. Subcontractor shall be liable for the payment of any amount by which such expense exceeds the unpaid balance of the Subcontract Price. Until the Project is complete and a full accounting of Contractor's damages due to Subcontractor's default has been determined, Contractor shall have no obligation to make further payments to Subcontractor.

If Contractor wrongfully exercises any option under Paragraph 7.1 or 7.2 of this Agreement, Contractor shall be liable to the Subcontractor for the reasonable value of work performed by the Subcontractor prior to Contractor's wrongful action less prior payments made. Subcontractor shall not be entitled to recover any other incidental or consequential damages, including but not limited to profits attributable to unperformed Work.

7.3 Termination for Convenience. Contractor may, at any time, without cause or change in circumstances, terminate this Agreement for convenience and without cause upon written notice to Subcontractor. Upon receipt of written notice, Subcontractor shall immediately cease operations as directed in the notice and take such actions as directed for the protection of the Work. Subcontractor shall be entitled to payment for Work performed in accordance with this Agreement up to the date of termination and reasonable costs incurred by reason of such termination. Subcontractor shall not be entitled to recover overhead and profit on Work not completed.

7.4 Termination by Owner. If the Owner, for any reason, terminates the Prime Contract or any portion thereof that includes the Subcontractor's Work, Contractor shall notify the Subcontractor, in writing, and upon receipt of notice, this Agreement shall also be terminated and the Subcontractor shall immediately stop Work. In the event of Owner termination, Contractor's obligation to the Subcontractor is limited to the extent of Contractor's recovery of additional compensation, on the Subcontractor's behalf, from the Owner under the Subcontract Documents. Contractor agrees to cooperate with Subcontractor, at Subcontractor's expense, in the prosecution of any Subcontractor claim arising out of an Owner termination and to permit the Subcontractor to prosecute said claim, in the name of Contractor, for the use and benefit of Subcontractor. Administrative and overhead costs, attorney's fees, and other expenses incurred by Contractor while assisting Subcontractor in the prosecution of such claim shall be deducted from any recovery paid to Subcontractor.

7.5 Bankruptcy. If Subcontractor files a petition under the Bankruptcy Code, this Agreement shall terminate if Subcontractor or Subcontractor's trustee (a) rejects the Agreement, or (b) if there has been a default and Subcontractor is unable to give adequate assurance that Subcontractor will perform as required by this Agreement, or (c) is otherwise unable to comply with the requirements for assuming this Agreement under the applicable provisions of the Bankruptcy Code.

If the Subcontractor is not performing in accordance with the Progress Schedule at the time a petition in bankruptcy is filed, or at any subsequent time, Contractor, while awaiting the decision of the Subcontractor or its trustee to reject or to assume this Agreement and provide adequate assurance of its ability to perform hereunder, may take such steps as are reasonably necessary to maintain the Progress Schedule. Contractor may offset against any sums due or to

become due Subcontractor all costs incurred in pursuing any of the remedies provided hereunder, including, but not limited to, reasonable overhead and profit and attorneys' fees. Subcontractor shall be liable for the payment of any amount by which such expense may exceed the unpaid balance of the Subcontract Price.

ARTICLE 8 – WARRANTY AND CORRECTION OF WORK

- 8.1 The Subcontractor warrants to the Contractor and Owner that all materials, and equipment furnished under this Agreement will be of good quality and new unless otherwise specified in the Subcontract Documents. Subcontractor further warrants that the Work will be performed in a good, workmanlike manner, be free from defects in materials and workmanship, and that the materials, equipment, and Work will conform to the requirements of the Subcontract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective in the sole judgment of Contractor. This warranty shall be in addition to and not in limitation of any other warranty or remedy provided by law or by the Subcontract Documents. This warranty excludes remedy for damage or defect to the extent caused by abuse, modifications not executed by Subcontractor, improper or insufficient maintenance or improper operation. The warranty shall extend for the period agreed to by Contractor in the Prime Contract, or one (1) year from the date that the Owner accepts the Subcontract Work, whichever is greater.
- 8.2 The Subcontractor shall promptly correct Work rejected by the Owner, Contractor, or which fails to conform to the requirements of the Subcontract Documents, whether observed before or after substantial completion of the Project and whether or not fabricated, installed or completed. The Subcontractor shall be obligated to correct work that is found not to be in accordance with the Subcontract Documents to the same extent that Contractor is bound to the Owner for correction of said Work. The Subcontractor shall begin the corrective work immediately after receipt of written notice from Contractor to do so. This obligation shall survive acceptance of the Work and termination of the Subcontract. This obligation is in addition to, and not in limitation of, the warranty obligations under Paragraph 8.1, it being the intent of this Agreement that warranty and guarantee obligations are not restricted by Subcontractor's obligations to correct defective work.
- 8.3 The Subcontractor agrees to satisfy warranty and corrective work obligations without cost to the Owner or Contractor. In the event of Subcontractor's failure to satisfy these obligations, all costs, for design, labor, supervision, materials, travel (including meals, lodging and mileage), equipment and twenty percent (20%) markup for reasonable overhead and profit, incurred by Contractor in the investigation, review, redesign and correction of such problem shall be paid to Contractor by Subcontractor. A verbal request for corrective action by Contractor to the Subcontractor, together with a written confirmation of the action requested, will be provided. If corrective action is not initiated or completed within a reasonable time under the circumstances, Contractor will itself commence investigation and implement corrective measures at the Subcontractor's expense. Contractor's rights hereunder are in addition to all other rights and remedies pursuant to the Agreement, and the institution of such measures by Contractor shall in no way relieve Subcontractor of its primary responsibility for performing and warranting the Work in accordance with the Subcontract Documents.

ARTICLE 9 - INSURANCE, TAXES, AND FEES

- 9.1 Prior to start of the Subcontract work, the Subcontractor shall procure and furnish proof of insurance adequate to protect Subcontractor and Contractor, including but not limited to Workers' Compensation, Employer's Liability, Business Automobile Liability, Inland Marine, Commercial General Liability, Umbrella Liability, and any other insurance required of Contractor under the Prime Contract. Subcontractor's insurance policies shall be endorsed that coverage afforded thereunder shall not be canceled or non-renewed until at least thirty (30) calendar days' prior written notice has been given to Contractor. Subcontractor shall supply a certified copy of any insurance policy upon request of Contractor.

The Contractor, Owner, and when required by the Subcontract Documents, the Architect/Engineer and other listed parties, shall be named as an Additional Insured on the Subcontractor's Auto Liability, Commercial General Liability, and Umbrella Liability policies on a primary and noncontributory basis for both on-going operations and after operations have been completed. Contractor shall continue as an Additional Insured on Subcontractor's Commercial General Liability for Products-Completed Operations and Umbrella Liability after completion of the work for a period equaling the

statute of repose in the state in which the work is located or 36 months after the Subcontractor's work is completed, whichever is greater.

All required coverages must be shown on an ACORD Certificate of Liability and provided to Contractor prior to start of Subcontractor's work. Contractor's acceptance of such certificate does not warranty Subcontractor's compliance with nor relieve Subcontractor of any terms of this agreement.

Subcontractor shall procure and at all times during the course of the Work (including corrective or warranty work) maintain the required insurance set forth herein with limits of liability not less than those listed below, subject to any higher limits and additional coverage required of Subcontractor in the Subcontract Documents.

AUTO INSURANCE:

Minimum limits:

- \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage Liability

Coverage Requirements:

- Current edition of ISO CA0001 Commercial Business Auto Policy, or its equivalent
- Symbol 1 Coverage Including all Owned/Non-Owned and Hired Autos

GENERAL LIABILITY:

Minimum limits:

- \$1,000,000 Each Occurrence for Bodily Injury and Property Damage
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 General Aggregate
- \$2,000,000 Products and Completed Operations Aggregate

Coverage Requirements:

- Current edition of ISO CG 0001 Occurrence Form Commercial General Liability, or its equivalent
- All Premises/Operation
- Products/Completed Operations
- Personal Injury
- Blanket Contractual Liability
- Broad Form Property Damage
- Policy must be endorsed naming Contractor as an Additional Insured on a Primary and Noncontributory basis for Ongoing and Completed Operations concerning work performed under this Agreement using the most recent edition of ISO CG2001, CG2010 and CG2037 or their equivalent
- Policy must be endorsed to include Waiver of Subrogation using the most recent edition of ISO CG2404 or its equivalent
- Policy must be endorsed to include Per Project General Aggregate using the most recent edition of ISO CG2503 or its equivalent
- Policy must not include ISO CG2149 or CG2155, or their equivalent (Absolute Pollution Exclusion)
- Policy must not include ISO CG2294 or CG2295, or their equivalent (Subcontractor's Work Exclusion)
- Certificate of Insurance must state Contractual Liability is included as well as CG2001, CG2010, CG2037 and CG2404

UMBRELLA LIABILITY:

Minimum limits:

- \$1,000,000 per occurrence and aggregate.

Coverage Requirements:

- Follow Form Umbrella
- Policy must be noncontributory in respect to Contractor as an additional insured
- Certificate of Insurance must state Follow Form and Noncontributory is included

WORKER'S COMPENSATION AND EMPLOYERS LIABILITY:

Minimum limits:

- Statutory for worker's compensation
- \$1,000,000/\$1,000,000/\$1,000,000 for Employers Liability

Coverage Requirements:

- Statutory Coverage for each state in which work is performed
- Employer's Liability
- Waiver of Subrogation in favor of Contractor shall be endorsed where allowed by law
- If applicable policy shall be endorsed to include United States Longshoreman's and Harbor Workers' coverage (USL&H)

PROFESSIONAL LIABILITY:

If work involves engineering, consulting, or other professional services (including but not limited to Testing & Balancing services), Subcontractor shall maintain Professional Liability insurance.

Minimum limits:

- \$2,000,000 Per Occurrence and Aggregate

Coverage Requirements

- Contractors Professional Liability
- Policy shall include Insurer's duty to defend
- Policy shall be written on an Occurrence Basis with no sunset clause or Claims Made with a retroactive date prior to the start of work and shall be maintained or endorsed to include an Extended Reporting Period (Tail Coverage) during the period of the statute of repose in the state in which work is performed
- Policy shall name Contractor and Owner as an Additional Insured

POLLUTION LIABILITY:

If work involves handling, removing, transporting or disposal of Asbestos or any other Hazardous material, Subcontractor shall maintain pollution liability insurance.

Minimum limits:

- \$2,000,000 Per Occurrence and Aggregate

Coverage Requirements

- Contractors Pollution Liability, including but not limited to Asbestos and Mold.
- Policy shall include Insurer's duty to defend
- Policy shall cover Worksite, Transporting and all Disposal Sites.
- Policy shall be written on an Occurrence Basis with no sunset clause or Claims Made with a retroactive date prior to the start of work and shall be maintained or endorsed to include an Extended Reporting Period (Tail Coverage) during the period of the statute of repose in the state in which work is performed
- Policy shall name Contractor and Owner as an Additional Insured

9.2 Subcontractor shall insure or assume losses of tools, clothes, equipment, and materials involved in its work, unless specifically included in a Builders Risk insurance claim as outlined in Paragraph 9.4.

9.3 In the case that a Builder's Risk Policy is in effect which has been procured by Contractor and a covered loss is incurred, Contractor will be responsible to see that any loss by Subcontractor is included in a claim arising from said accident as far as covered by the policy, provided that Subcontractor notifies Contractor within seven (7) days of the loss that Subcontractor has a potential claim.

- 9.4 If required by the Contractor, the Subcontractor shall provide a performance and payment bond before work is started and said bond shall be in the full amount of this agreement in a form and by a surety satisfactory to the contractor.
- 9.5 The parties release each other from any loss caused, due to the negligence or contributory negligence of the other party, their guests or agents, to the extent that the loss is covered by the Property, Equipment, or Builders Risk insurance of either party and cross-waiver of subrogation is not contrary to the insurance policy.

ARTICLE 10 – INDEMNIFICATION

10.1 To the fullest extent permitted by law, the Subcontractor shall defend, indemnify and hold harmless the Owner, Contractor (including its affiliates and subsidiaries) and their respective agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the Subcontract Work provided that any such claim, damage, loss or expense is caused or attributable to:

- a. Subcontractor's failure to comply with its obligations under this Agreement;
- b. Bodily injury, personal injury, sickness, disease or death, or to damage to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, to the extent caused or alleged to be caused in whole or in part by any negligent act or omission of the Subcontractor or any person directly or indirectly employed by the Subcontractor or anyone for whose acts the Subcontractor may be liable (including sub-subcontractors and suppliers of Subcontractor);
- c. Litigation or threat of litigation on account of infringement or alleged infringement of any patents or patent rights by reason of the work or materials or processes used by the Subcontractor, or its subcontractors and/or suppliers;
- d. Liability or claims against or through to Contractor resulting from claims or liens for labor performed or materials used or furnished through or under Subcontractor on the Project;
- e. Liability or claims against or through to Contractor resulting from the Subcontractor's failure to comply with applicable licensing requirements or laws; or
- f. Liability imposed upon Contractor directly or indirectly by Subcontractor's failure or the failure of any of its employees to comply with law, ordinances, rules, regulations or requirements, including Occupational Safety and Health Administration violations and any penalties, including enhancements, resulting in whole or in part from Subcontractor's acts or omissions.

10.2 Subcontractor's obligations shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity under this Agreement or which would otherwise exist as to any party or person described in this Article.

10.3 In any and all claims against the Owner, Contractor (including its affiliates, parents and subsidiaries) and other contractors or subcontractors, or any of their agents or employees, by any employee of the Subcontractor, anyone directly or indirectly employed by the Subcontractor or anyone for whose acts the Subcontractor may be liable, the indemnification obligation under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 11 – DISPUTE RESOLUTION

11.1 All claims, disputes and matters in question (hereinafter “Claims”) arising out of or relating to this Agreement or the breach thereof, except for Claims which have been waived by the making or acceptance of final payment, shall be resolved by mediation followed by arbitration or litigation at Contractor’s sole option. The provisions for arbitration shall be specifically enforceable under the Federal Arbitration Act. The site for mediation and arbitration, if selected, shall be in McCracken County, Kentucky, unless the parties mutually agree to a different location.

11.2 Prior to a demand for arbitration, or initiating litigation, the parties shall proceed as follows, as an express condition precedent:

- a. The Party asserting a claim shall do so in writing and within the notice period, if any, established for such claims by the Subcontract Documents. In the absence of a notice period set by the Subcontract Documents, the notice of claim shall be given as soon as practicable but in no event later than seven (7) calendar days after the claimant is aware of the event from which the Claim arises.
- b. If the claim is disputed, the parties shall then attempt in good faith to negotiate a resolution during the next twenty-one (21) calendar days before pursuing any other means of dispute resolution.
- c. If the claim remains unresolved, the parties shall endeavor to resolve the dispute by proceeding to non-binding mediation conducted by a mediator and under such rules as the parties may agree to employ. The parties shall divide the cost of the mediator evenly among them. If the parties do not agree on the employment of a mediator and mediation procedures, then mediation shall be conducted in accordance with the American Arbitration Association’s Construction Industry Mediation Procedures.
- d. Mediation shall occur within ninety (90) calendar days following the end of the negotiation period specified in subparagraph (c) above. If the claim is not resolved by mediation, the dispute will be resolved by arbitration or litigation as provided below.
- e. If a disputed claim remains unresolved after negotiation and mediation, Contractor shall have the exclusive option either to have the dispute decided by a court or by arbitration. Contractor, Subcontractor and Subcontractor’s surety agree that the disputed Claim shall be resolved in the appropriate Kentucky forum selected by Contractor at its sole discretion. If Subcontractor or its surety first commences a court action with respect to a dispute which Contractor desires to have determined by an arbitration proceeding, or if Subcontractor or its surety first commences an arbitration proceeding which Contractor desires to have determined by a court, Contractor shall commence the arbitration proceeding or court action desired by Contractor within thirty (30) calendar days after receiving service of Subcontractor’s complaint or arbitration demand.
- f. If Contractor chooses to have the dispute resolved by arbitration, then arbitration shall proceed in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association (“AAA Rules”), as modified by this Agreement. For disputes where the amount in controversy equals or exceeds \$1,000,000, the arbitration panel shall consist of three independent and impartial persons who have experience in the construction industry or construction law. Subcontractor (and its surety if applicable) and Contractor shall each appoint one member of the panel, who shall be neutral. The third member shall be appointed by the two selected neutrals or, failing agreement, pursuant to the AAA Rules. If the amount in controversy is less than \$1,000,000, the arbitration will be conducted by a single arbitrator selected by the parties; if the parties do not agree, the arbitrator shall be appointed pursuant to the AAA Rules.
- g. Nothing in subparagraph 11.2 (e) or 11.2 (f) shall preclude Contractor from attempting to join Subcontractor or its surety in a dispute proceeding.

11.3 If Contractor chooses to arbitrate, then the arbitration award shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

11.4 Pending final resolution of all Claims, except as otherwise agreed in writing or as provided in Article 7 of this Agreement, the Subcontractor shall proceed diligently with performance of the Work and Contractor shall continue making undisputed payments earned by the Subcontractor in accordance with this Agreement.

ARTICLE 12 - MISCELLANEOUS PROVISIONS

12.1 The failure of either party to invoke any provisions hereof or assert any right given hereunder on any one occasion or on any series of occasions shall not amount to or be interpreted as a waiver or release of any such provisions or right.

12.2 Neither Subcontractor nor any of Subcontractor's agents, employees or subcontractors shall employ or keep any worker whose employment on the work covered by this Agreement is objected to by the Owner or by Contractor.

12.3 Should one or more other contracts now or hereafter, exist between the parties hereto or with or between any affiliated corporation(s) or companies of Contractor and/or Subcontractor, concerning this or any other construction project, then a breach by the Subcontractor or any of its affiliated companies of any contract, including this Agreement, may at the option of the Contractor or its affiliated company, as the case may be, may terminate any or all of the contracts or may withhold moneys, not to exceed potential claims of Contractor against Subcontractor, due or to become due on any contracts, and apply the same toward payment of any damages suffered on that or any other contracts.

12.4 The terms and conditions of this Agreement are to be considered severable and a determination of the invalidity of any term(s) or condition(s) shall not affect the validity of the remaining terms and conditions of the Agreement which shall remain in full force and effect.

12.5 The parties acknowledge and agree that terms and conditions of this Agreement have been freely and fairly negotiated. Each party acknowledges that in executing this Agreement they have relied solely on their own judgment, belief and knowledge and such advice as they may have received from their own counsel. This Agreement shall be construed in a neutral manner and no provision in this Agreement is to be interpreted for or against either party because that party or its legal counsel drafted such provision.

12.6 This contract shall be governed by the laws of the Commonwealth of Kentucky and all judicial proceedings shall be brought in courts with jurisdiction over and sitting in McCracken County, Kentucky. Contractor and Subcontractor agree to such venue and submit themselves to the jurisdiction of such courts, hereby waiving any claim about an inconvenient forum or other procedural restrictions or impediments to the jurisdiction of said courts. Trial shall be by the Court and without a jury. **THE PARTIES EXPRESSLY WAIVE THEIR CONSTITUTIONAL RIGHT TO JURY TRIAL AND ACKNOWLEDGE THAT THIS WAIVER IS GIVEN VOLUNTARILY AND FOLLOWING CONSULTATION WITH LEGAL COUNSEL OR SUFFICIENT OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL.** Provided, however, that Contractor may seek enforcement of the arbitration provisions herein in any court of competent jurisdiction.

12.7 The Subcontractor shall reimburse Contractor for all attorney's fees, court costs, and other expenses incurred (1) in enforcing or declaring the Subcontractor's obligations under this Agreement, (2) incurred in exercising any right or remedy hereunder or under law or equity in the event of a default by the Subcontractor, or (3) incurred in any litigation or arbitration in which Contractor, without its fault, becomes involved by reason of the existence of this Agreement.

12.8 This Agreement is solely for the benefit of the signatories hereto and represents the entire and integrated agreement between the parties hereto and supersedes all prior contemporaneous negotiations, representations, understandings or agreements, either written or oral. This Agreement shall not be modified except by a written instrument signed by the parties; the parties expressly agree that this Agreement shall not be modified or amended verbally and waive application of any law to the contrary.

12.9 Other Conditions:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative, under seal, as of the Effective Date first above written.

SUBCONTRACTOR
READ WINDOW PRODUCTS LLC

 (Signature)

(SEAL)

David Storm (Print)

Attest:

Business Development Manager (Title)

10/20/2025 (Date)

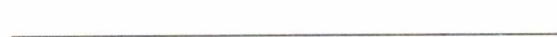
Title: EMBER MURPHY - NOTARY
COM. & EXP. 9/5/2027

Subcontractors Taxpayer I.D.: 82-5223775

CONTRACTOR
TRIANGLE ENTERPRISES, INC.

(SEAL)

 (Signature)

 (Print)

Attest: _____

 (Title)

 (Date)

Title: _____

Attachment "A" – Scope of Work

Window Shades Manual Roller Shades Offices 1, 2, 3, Break RM, Control Room & Tech Room

	Total w/ Tax
Draper, Inc. manual Flexshade w/Fascia or Surface Box	\$ 17,360.00
Fascia Color: Clear Anodized	
Fabric: SW Infinity 2, 5% Color: PG4 Stone (Or 3% if needed)	
Standard Clutch Controls	
Sales Tax and Installation included	
Sales Tax and Installation included	

Note: Only Exterior Windows are included for the 6 rooms listed. No doors or interior windows.