

EXHIBIT A

SUBCONTRACTOR AGREEMENT

This is an agreement between MELWOOD CONTRACTING CORP. ("MELWOOD") and the contractor named below ("Contractor"). In consideration of acting as a contractor or subcontractor in association with MELWOOD CONTRACTING CORP., Contractor hereby agrees as follows:

Section 1. Indemnification. To the fullest extent permitted by law, Contractor will indemnify MELWOOD and agents and employees of MELWOOD (each a MELWOOD Party) from and against all losses arising directly or indirectly from Contractor's obligation under this Agreement or resulting from operations conducted by Contractor. Contractor will also be required to indemnify the MELWOOD Parties for losses resulting from operations conducted by Contractor's subcontractors, anyone directly or indirectly employed by Contractor or its subcontractors or anyone for whose acts they may be liable. Contractor has this indemnification obligation regardless of whether or not loss is caused in part by any MELWOOD Party, unless the loss is caused solely by the negligence of a MELWOOD Party. Contractor's obligation will not negate or reduce others rights of indemnity which exist in favor of the MELWOOD Parties. As used in this Agreement, the term "loss" includes claims, damages, injuries, losses and expenses, including but not limited to attorney's fees,

Section 2. Contractor's Insurance Requirements. Contractor will purchase insurance for the types of coverage and limits of liability as indicated on Exhibit A to this agreement. Contractor will maintain this insurance at all times it is acting as a contractor or subcontractor with MELWOOD. At MELWOOD'S request, Contractor will provide MELWOOD with a current certificate of insurance for the required coverages. Attached to each certificate of insurance will be a copy of an additional insured endorsement, naming MELWOOD and its successors and assigns as an additional insured on a primary and non-contributory basis.

Section 3. Waiver of Subrogation. Contractor waives all rights against MELWOOD Parties for recovery of damages to the extent these damages are covered by comprehensive general liability, commercial umbrella liability, business auto liability or workers' compensation and employers liability insurance maintained per requirements stated in this Agreement.

Section 4. Status. In its association with MELWOOD, the Contractor is acting as an independent contractor, and not as an employee of MELWOOD. Contractor will control any and all of Contractor's employees and the compensation of any and all Contractor's employees. MELWOOD will not be required to withhold any amounts for state or federal income tax or for FICA taxes from the sums due to Contractor. Contractor and its employees will not be considered employees of MELWOOD and will not be entitled to participate in any benefit plan or arrangement extended to MELWOOD's employees.

Section 5. Further Assurances. Contractor agrees to take such further action and execute such further documents as any other party may reasonably request so as to carry out the intention of this Agreement.

Section 6. Miscellaneous. This agreement is binding on Contractor and MELWOOD and their respective successors and assigns, and is governed by and will be interpreted in accordance with the internal laws of the State of New York.

The date of this Agreement is _____

MELWOOD CONTRACTING CORP.

Contractor: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

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Subcontractor's Insurance Requirements

Comprehensive General Liability (CGL) with limits of insurance of not less than \$1,000,000 Each Occurrence and \$2,000,000 Annual Aggregate.

If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project.

CGL coverage shall be written on ISO Occurrence form CG 00 01 10 01 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, and personal and advertising injury.

General Contractor, Owner and all other parties required of the General Contractor shall be included as additional insureds on the GGL. The insurance for the additional insureds shall be as broad as the coverage provided for the named insured subcontractor. It shall apply as Primary Insurance before any other or self-insurance, including any deductible, maintained by, or provided to, the additional insured. Subcontractor shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least 3 years after completion of the work.

Automobile Liability

Business Auto Liability with limits of at least \$1,000,000 each accident.

Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.

General Contractor, Owner and all other parties required for General Contractor, shall be included as additional insureds on the auto policy.

Commercial Umbrella

Umbrella limits must be at least \$1,000,000.

Umbrella coverage must include as insureds all entities that are additional insureds on the CGL.

Umbrella coverage for such additional insureds shall apply as primary before any other insurance or self insurance, including any deductible, maintained by, or provided to, the additional insureds, other than the CGL, Auto Liability and Employers Liability coverages maintained by the Subcontractor.

Workers' Compensation and Employers Liability

Employers Liability Insurance limits of at least \$500,000 each accident for bodily injury by accident and \$500,000 each employee for injury by disease.

Where applicable, the U.S. Longshore and Harborworkers' Compensation Act Endorsement shall be attached to the policy.

Where applicable, the Maritime Coverage Endorsement shall be attached to the policy.