

SUBCONTRACT AGREEMENT EXHIBIT – C

Harmony Clause

1. This Subcontractor agrees that no labor dispute of any kind involving its employees or agents shall be permitted to occur or be manifested on the Project and this Subcontractor agrees to that end to only employ persons on the Project who will work at all times in harmony with other persons employed on the Project.
2. This Subcontractor agrees that its employees shall not participate in or accede to any work stoppage, slow down or any type of interference with the performance of work by other persons on the Project, which may occur as a result of any labor dispute involving their employees.
3. Should there be a work stoppage, slow down or any type of interference with the performance of work on the Project involving the Subcontractor or its employees resulting from a labor dispute and which in the judgment of the Owner or the Contractor will cause, or threatens to cause delay in the progress of construction, then upon twenty-four (24) hours written notice, Owner or the Contractor shall have the right to declare the Subcontractor in default under this Subcontract, take over this Subcontract, and take such steps as are necessary to finish the uncompleted portion of the Work. In such event, Owner or the Contractor shall have the right to take possession of and use all of the Subcontractor's materials, exclusive of tools, intended for use on the Work. The cost of completion, including all expenses, attorney's fees and costs incurred in resolving the labor dispute shall be charged against the Subcontractor.
4. Should this Subcontractor become involved in a labor dispute resulting in a Work stoppage, slow down, or any type of interference with progress of construction which results in an increase in interest charges and/or other costs to Owner or the Contractor, Subcontractor shall be liable for said increased costs. If the Subcontractors remaining interest in the Subcontract amount exceeds cost of completion, Subcontractor agrees to pay Owner or the Contractor such excess within thirty (30) days after written demand for excess has been made upon him by Owner and/or Contractor.
5. Harmony clause provisions similar to the provisions of the immediately preceding paragraphs shall be included in any of this Subcontractor's subcontracts relating to the Work.

END OF THIS EXHIBIT