CONSTRUCTION CONTRACT

THIS AGREEMENT, made as of the _____ day of _____, 2012, by and between **SCRANTON LACKAWANNA INDUSTRIAL BUILDING COMPANY**, a Pennsylvania corporation, with principal offices in the City of Scranton, Pennsylvania, (hereinafter referred to as "SLIBCO"),

AND

_____, a _____ with offices at

_____, _____, _____ County,

_____ _____ (hereinafter referred to as "CONTRACTOR").

WITNESSETH:

WHEREAS, SLIBCO is engaged in the business of attracting new industries and the expansion of existing industries in the Scranton-Lackawanna County area to create additional work opportunities; and

WHEREAS, SLIBCO is the owner of building and land known as " 10 E D Preate Drive" in the Borough of Moosic, Lackawanna County, Pennsylvania, on which SLIBCO intends to complete renovations for SLIBCO / MAXIMUS, Inc. Tenant Fit-out (the "PROJECT"); and

NOW, THEREFORE, the CONTRACTOR and SLIBCO, for the considerations hereinafter named, agree as follows:

ARTICLE 1. WORK TO BE DONE AND DOCUMENTS FORMING THE CONTRACT.

The CONTRACTOR agrees to immediately provide all labor and materials and to do all work necessary for the proper and prompt construction of infrastructure elements including _____ all in accordance with plans and specifications dated _____, 19__ and captioned "_____ _____", attached hereto, made a part hereof and marked Exhibit "A", and drawings captioned "_____" consisting of _____ (_) drawings, attached hereto, made a part hereof, and marked Exhibit "B". The said final drawings and specifications, miscellaneous requirements, supplementary general conditions and the General Conditions consisting of Articles numbered 1 to 12 of the American Institute of Architects, 1987 Edition, (except as hereinafter amended or superseded by this Agreement), together with this agreement, constitute the contract; the miscellaneous requirements, specifications, addendum, if any,

and the General and Supplementary Conditions are as fully a part hereof as if hereto attached or herein repeated. If anything in the said General Conditions and/or Supplementary Conditions of the specifications shall be inconsistent with this Agreement, this Agreement shall govern. The Project Architect is _____, of _____, Pennsylvania _____, (hereinafter referred to as "ARCHITECT").

ARTICLE 2. CONTRACTOR'S SERVICES.

A. The CONTRACTOR recognizes the relations of trust and confidence established between him and SLIBCO by this Agreement. CONTRACTOR covenants with SLIBCO to furnish his best skill and judgment and cooperate in forwarding the interests of SLIBCO. CONTRACTOR agrees to furnish efficient business administration and superintendence and to use every effort to keep upon the work at all times an adequate supply of workmen and materials and to secure its execution in the best and soundest way and in the most expeditious and economical manner consistent with the interests of SLIBCO.

B. CONTRACTOR agrees to start the work immediately. By starting the work is meant ordering materials and such other general work as is required before the schedule of operations can fully be determined. CONTRACTOR agrees that the work required to be performed under this contract shall be substantially completed by _____, and fully completed _____. These dates are subject to strikes, walk-outs, fires, acts of God, government restrictions, and other causes, which are beyond the CONTRACTOR'S control, and due consideration will be given such occurrences.

ARTICLE 3. THE CONTRACT SUM.

SLIBCO shall pay the CONTRACTOR for the performance of the Contract, in current funds, the sum of $_____, at the times and in the manner herein set forth.

ARTICLE 4. CHANGES IN THE WORK.

SLIBCO, through the ARCHITECT, may from time to time, by written instructions or drawings, issued to the CONTRACTOR, make changes in the above named drawings and specifications, issue additional instructions, require additional work or direct the omission of work previously ordered, and the provisions of this Contract shall apply to all such changes, modifications and additions to the same effect as if they were embodied in the original drawings and specifications.

In giving instructions, the ARCHITECT shall have authority to make minor changes in the work, not involving extra cost, and not inconsistent with the purposes of the work, not otherwise, except in an emergency endangering life or property. No extra work or change shall be made unless in pursuance of a written order from SLIBCO and the ARCHITECT stating that SLIBCO authorized the extra work or change, and no claim for any addition to the contract sum shall be valid unless so ordered.

Where the change involves extra work the value of any such work or change shall be determined in one or more of the following ways:

(a) By estimate and acceptance in a lump sum before the start of the work when the order is given, or

(b) By unit prices as may be agreed upon.

(c) If (a) and (b) are not agreed upon when the order is given, then on a cost plus percentage basis. The cost of any changes in the work which may be authorized on the basis of cost plus a percentage shall be calculated as follows, and applied as additions to or deductions from the basic Contract Sum:

1. Additions shall be paid for at cost plus __% for additional work performed by CONTRACTOR'S subcontractors, __% for additional work performed by CONTRACTOR'S own work force. Superintendents' salaries shall not be included as "costs".

2. Deductions shall be credited at cost plus __% for work deleted which would have normally been performed by CONTRACTOR'S subcontractors, and __% for work deleted which would have normally been performed by the CONTRACTOR'S own work force.

ARTICLE 5. PROGRESS PAYMENTS.

SLIBCO agrees to make payments as follows:

The CONTRACTOR shall, on or about the 5th day of each month present a statement to the ARCHITECT showing the estimated value of the work based on the contract prices, of labor and materials incorporated in the work and of materials suitably stored at the site thereof up to the first day of that month. Upon approval of the said statement and certification by the ARCHITECT, SLIBCO shall pay to the CONTRACTOR 90% of the estimated value thereof, less the aggregate of previous payments, within forty-five (45) days following certification by the ARCHITECT; and upon substantial completion of the entire work, a sum sufficient to increase the total payments to 95% of the contract price.

ARTICLE 6. ACCEPTANCES AND FINAL PAYMENT.

Final payment shall be due sixty days after substantial completion of the work, provided the work be then fully completed and the contract fully performed.

Upon receipt of written notice that the work is ready for final inspection and acceptance, the ARCHITECT shall promptly make such inspections, and when he finds the work acceptable under the Contract and the Contract fully performed, he shall promptly issue a final certificate, over his

own signature, stating that the work provided for in this Contract has been completed and is accepted by him under the terms and conditions thereof, and that the entire balance found to be due the CONTRACTOR, and noted in said final certificate, is due and payable.

Before issuance of final certificate, the CONTRACTOR shall submit evidence satisfactory to the ARCHITECT and/or SLIBCO that all payrolls, material bills, and other indebtedness connected with the work have been paid and agrees to execute all necessary releases of all claims if required by SLIBCO and/or ARCHITECT.

If, after the work has been substantially completed, full completion thereof is materially delayed through no fault of the CONTRACTOR, and the ARCHITECT so certifies, SLIBCO shall, upon certificate of the ARCHITECT, and without terminating the Contract, make payment of the balance due for that portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

ARTICLE 7. SUB-CONTRACTORS.

The CONTRACTOR may sub-contract portions of the work which in the opinion of the CONTRACTOR can more efficiently and expeditiously be performed by sub-contracting organizations. Before entering into an Agreement with a sub-contractor, the CONTRACTOR agrees to secure a written authorization in advance from SLIBCO for the sub-contracting work involved and shall secure the written approval of the ARCHITECT for the said Contract.

SLIBCO reserves the right to reject any sub-contractor(s) without stating a reason therefor. In addition, SLIBCO may withhold authorization until the CONTRACTOR submits evidence to SLIBCO that the sub-contract provides for the sub-contractor to maintain insurance as required under this Contract, such as a Certificate of Insurance, that the sub-contractor will not file a mechanics' lien against SLIBCO as Owner and agrees to be bound by Article 15 herein, Article 17 (anti-discrimination), Article 18 (indemnification), Article 14 (arbitration), Article 11 (title to work), and all other terms and conditions of this Contract applicable to the sub-contractor's work. In no case shall the letting of a sub-contract by the CONTRACTOR relieve the CONTRACTOR of his liability and obligations under this Contract.

ARTICLE 8. DISBURSEMENTS TO SUB-CONTRACTORS.

The CONTRACTOR shall submit to the ARCHITECT records, receipts, and a summary of all money paid out to sub-contractors and suppliers on the job during the previous month. Should the CONTRACTOR neglect or refuse to pay any sub-contractor or supplier for work done or supplies incorporated in the work within thirty (30) days after requisition and payment has been made to the CONTRACTOR, then SLIBCO, after giving the CONTRACTOR twenty-four (24) hours written notice of its intention to so, shall have the right to deduct said bill from the next payment due the CONTRACTOR and shall pay the sub-contractor directly for same in which event the CONTRACTOR shall not be entitled to reimbursement for the payment so made and the amount

paid shall be deducted from the contract sum hereinbefore mentioned.

ARTICLE 9. INSURANCE.

The CONTRACTOR, during the life of the work, shall assume entire responsibility and liability for any and all injury to any and all persons, including the CONTRACTOR'S employees, employees of sub-contractors, and for any and all damages to property caused by or in connection with the prosecution of this work, and CONTRACTOR shall maintain adequate insurance to protect the CONTRACTOR and SLIBCO from damage, loss or expense resulting from injury or death to persons or damage or loss of property caused by the prosecution of the work included in this Contract. The CONTRACTOR agrees to pay for and carry:

(a) Workmen's Compensation Insurance as required by law;

(b) Comprehensive general liability insurance including (i) owner's and contractor's protective liability insurance; (ii) products and completed operations coverage; (iii) structural underground blasting and explosion property damage coverage (commonly referred to as XCU coverage); (iv) contractual coverage for indemnity agreement herein specified. The limits of the said comprehensive general liability policy shall be not
less than $1,000,000.00 for bodily injury and death per person, $1,000,000.00 for each occurrence, and $1,000,000.00 for property damage.

(c) Comprehensive automobile liability and property damage insurance with limits of $1,000,000.00 for injuries to any one person, and $1,000,000.00 for injuries to more than one person in any one accident, and $1,000,000.00 for property damage to property of others. Coverage shall extend to any automobile or truck or other vehicle owned or hired by the CONTRACTOR or sub-contractors, as well as automobiles of CONTRACTOR'S or sub-contractors' employees operated in connection with the work.

All sub-contractors, if any, shall carry the same insurance protection as above set forth for CONTRACTOR.

The CONTRACTOR and any sub-contractors, if any, shall protect, indemnify and save harmless SLIBCO from any loss, cost, and damage or expense arising from:

(a) Any and all claims, suits, and demands which may be made against SLIBCO by reason of any injury, death or damage suffered or claimed to have been suffered by any person or corporation caused or alleged to have been caused by any act or omission, negligent or otherwise of CONTRACTOR or sub-contractors, if any, or of any of their employees, workmen, servants or agents.

(b) Any and all claims, suits and demands which may be made against SLIBCO by reason of any injury or death, however caused or alleged to have been caused, suffered or sustained by CONTRACTOR or sub-contractors, if any, or by any of their employees, workmen, servants or

agents.

SLIBCO will effect, carry and maintain builder's risk fire insurance under "all risk of loss" form upon the entire project, including any materials on site which are to be incorporated into the finished project and such insurance will be in an amount representing the full insurable value thereof and include items of labor and materials in and adjacent to the insured project in which the work of this Contract is to be done and in connection therewith.

EXCLUSIONS: This insurance does not cover any tools, equipment, scaffoldings, stagings, towers and forms owned or rented by the CONTRACTOR, the capital value of which is not included in the cost of the work, or any cook shanties, bunk houses or other structures erected for housing the workmen. This insurance shall be written in the name of SLIBCO and the CONTRACTOR as their interests may appear. The CONTRACTOR shall notify SLIBCO monthly, in writing, the values of his work and materials to be insured.

Upon request the party procuring and maintaining such insurance shall submit to SLIBCO for examination and written approval as to form and amount all of the above-mentioned insurance policies. At the option of SLIBCO, all such insurance shall be placed in companies and through brokers designated by SLIBCO. Certificates or other evidence of such insurance satisfactory to SLIBCO shall be filed with SLIBCO. Bids shall be based on limits established above for each type of insurance.

All policy forms, endorsements, certificates and names of insurance carriers shall be submitted to SLIBCO for inspection and approval BEFORE proceeding with work and all such policies and certificates shall recite and specify that thirty (30) days written notice shall be given to SLIBCO should such policies be cancelled or any way changed during their term. (Article 11 of AIA General Conditions, except as amended by this Article, shall remain in full force and effect.)

ARTICLE 10. ACCESS TO THE WORK AND RECORDS.

SLIBCO'S representatives shall be afforded access to the work and to all the CONTRACTOR'S job record books, drawings, instructions, vouchers, and memoranda, relating to this Contract, to determine, if necessary, whether or not the CONTRACTOR has complied with the plans and specifications and the terms of this Contract. The ARCHITECT or his representative shall make periodical visits to the work as may be deemed necessary to assure the proper execution of the drawings and specifications.

ARTICLE 11. TITLE TO THE WORK.

The title to all work completed and in the course of construction and of materials on account of which payment has been made, shall be in SLIBCO.

ARTICLE 12. RESPONSIBILITY.

(a) Reasonable Care. The CONTRACTOR shall use reasonable care as to the protection of the work, any and all fixtures, machinery, equipment and other contents located on the premises during the construction, but SLIBCO shall assume all responsibility for damage to the work caused by flood, or fires, or damage by the elements.

(b) Accident Prevention. Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed.

(c) Protection of Finished Work. CONTRACTOR shall be responsible for all work and materials until the completion and final acceptance and any damage from any cause whatsoever shall be repaired by CONTRACTOR at his own expense.

(d) Permits, Licenses, and Deposits. Unless otherwise specified, CONTRACTOR shall secure all necessary permits and licenses, in connection with the performance of said work, and pay all municipal inspection or other fees pertaining thereto, and shall make all deposits, and shall furnish, at his expense, all bonds required by proper authorities.

(e) Authority to Do Business. The CONTRACTOR shall, within five (5) days from the date hereof, if not already licensed and admitted, make proper application and take such further steps as may be necessary to secure a permit or a license to the CONTRACTOR to transact business in the state, county and city in which the work, or any portion thereof, is to be performed, and to submit immediate proof thereof to SLIBCO.

ARTICLE 13. CORRECTION OF WORK AFTER FINAL PAYMENT & GUARANTEE.

Neither the final certificate nor payment nor any provision in the Contract documents shall relieve the CONTRACTOR of responsibility for faulty materials or workmanship, and, unless otherwise specified, he shall remedy any defects due thereto and pay for damages to work resulting therefrom which shall appear within a period of one year from the date of substantial completion. The CONTRACTOR shall secure guarantees from sub-contractors and suppliers for the same period, except where longer periods are called for in the specifications, and in such instances, the longer periods shall apply. SLIBCO shall give notice of observed defects with reasonable promptness. All questions arising under this Article shall be decided by the ARCHITECT subject to arbitration.

ARTICLE 14. ARBITRATION.

It is hereby covenanted and agreed that in the event of any dispute or disagreement arising under any of the clauses of this Contract the same shall be submitted to, decided and finally determined by a Board of Arbitration. And this Agreement shall be specifically enforceable under the prevailing Arbitration Law, and judgment upon the award rendered may be entered in the highest court of the forum, state or federal, having jurisdiction. It is mutually agreed that the decision of the Arbitrators shall be a condition precedent to any right of legal action that either party may have against the other. The CONTRACTOR shall not cause delay of the work during any arbitration

proceedings except by agreement with SLIBCO.

One Arbitrator shall be appointed by SLIBCO, another shall be appointed by the CONTRACTOR, and the two so appointed shall select a third, and when and as often as there shall be a vacancy in the said Board of Arbitration, by reason of death, resignation, or other causes, another person shall be chosen to fill such vacancy by the person or persons originally selecting such Arbitrator. If either party to this Contract shall desire to submit to arbitration any question or dispute arising under this Contract, written notice of its desire to submit the same to arbitration shall be given to the other party, which written notice shall specifically state what question or dispute it is desired to submit to arbitration, and shall, at the same time, give to each of the said Arbitrators, a true copy of said notice, together with the matters to be submitted to them for determination. Whereupon, said Arbitrators shall give to the parties hereto notice in writing of the time and place where they will meet to hear said question and dispute, which meeting shall be within ten (10) days from the date notice is given that questions or disputes are to be submitted to them; and no other matters, except the questions included in said notice, shall be considered at such arbitration.

It is hereby also covenanted and agreed that the findings and award of said Arbitrators, or by a majority of them, shall be final, conclusive and binding upon both of the parties hereto, and from which there shall be no appeal by either party, and the party in whose favor the findings or award is made may proceed to enforce the same by due process of law. The Board of Arbitration shall have full power over the costs of reference and shall declare by whom the same shall be paid. Each party shall pay his or its Arbitrator and each party shall pay one-half of the fee of the third Arbitrator. (This Article supersedes Article 4 of the General AIA Conditions insofar as it relates to Arbitration by the American Arbitration Association.)

ARTICLE 15. STIPULATION AGAINST LIENS.

The CONTRACTOR agrees that at the time of and immediately before the execution of this Contract, and before any authority has been given by SLIBCO to the said CONTRACTOR to commence the work which is the subject of this Contract, or purchase materials for the same, in consideration of the making of this Contract with SLIBCO and the further consideration of $1.00 to them in hand paid by SLIBCO, it is agreed that no lien shall be filed against the buildings or land by the CONTRACTOR or any sub-contractor nor by any of the materialmen or workmen or any other person for any labor, or materials purchased, or extra labor or materials purchased or the erection of said buildings, the right to file such liens being expressly waived and the CONTRACTOR does hereby further agree to execute a Stipulation Against Liens in proper recording form which shall be recorded in the Clerk of Judicial Records Office of Lackawanna County.

ARTICLE 16. NOTICES.

Notices, demands and communications hereunder to SLIBCO or to the CONTRACTOR, shall be validly and sufficiently served, given, or made if mailed by Registered Mail, with postage prepaid, and if intended for SLIBCO, addressed to SLIBCO at Chamber of Commerce Building, 222 Mulberry Street, P. O. Box 431, Scranton, Pennsylvania 18501, or, if intended for the

CONTRACTOR, addressed to the CONTRACTOR at _____, _____, _____ _____. Any party may designate, by notice in writing, a new address to which any such notice, demand or communication shall thereafter be so addressed and mailed.

ARTICLE 17. ANTI-DISCRIMINATION CLAUSE.

(a) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, age, color or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

(b) CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR state that all qualified applicants will receive consideration for employment without regard to race, creed, sex, age, color or national origin.

(c) CONTRACTOR will include the provisions of Paragraphs (a) through (c) of this section and the Commonwealth Standard Non-Discrimination Clause, which is attached hereto and incorporated herein as Exhibit "C" in every contract, and will require the inclusion of these provisions in every sub-contract entered into by any of its contractors, so that such provisions will be binding upon each such contractor or sub-contractor, as the case may be.

ARTICLE 18. INDEMNIFICATION BY CONTRACTOR.

The CONTRACTOR expressly agrees that inasmuch as SLIBCO has made available its services and organization as a public service in furtherance of the purposes set forth in the preamble to this Agreement that CONTRACTOR agrees to protect, exonerate, defend, indemnify and save harmless SLIBCO:

(a) From any and all costs or liabilities, claims or demands whatsoever legal or otherwise, that may have arisen out of, or result from acts of commission or omission of the CONTRACTOR or his sub-contractors or materialmen, their agents, servants, or employees, directly or indirectly out of the performance of this Agreement or contracts executed pursuant thereto or arising out of acts of omission or commission by any person whatsoever.

(b) From any and all costs or liabilities, claims and demands whatsoever, legal or otherwise, which may arise or have arisen out of SLIBCO'S ownership of, or interest in the premises, and from any and all loss, damage, costs, expense or liability based on personal injury or death or loss or damage to property suffered or incurred by any person, firm or corporation (including the parties

hereto) and arising out of or attributable to the construction, presence, condition, use and operation of the premises. CONTRACTOR agrees that it will not join SLIBCO as a third party defendant in any legal action alleging costs or liabilities due to the aforesaid which may be instituted by any party against CONTRACTOR. SLIBCO shall give prompt notice to CONTRACTOR of any claim asserted against SLIBCO (in whatever capacity named) which, if sustained, may result in liability on CONTRACTOR hereunder; provided, however, that the failure on the part of SLIBCO to give such notice shall not relieve CONTRACTOR from its obligation to protect, exonerate, defend and indemnify and save SLIBCO harmless as aforesaid, and, in case any action or proceeding be brought against SLIBCO by reason of any such claim, CONTRACTOR, upon notice from SLIBCO covenants and agrees to resist or defend such action or proceeding by counsel satisfactory to SLIBCO, provided, however, SLIBCO will cooperate and assist in the defense of such action or proceeding if reasonably requested to do so by CONTRACTOR and at the expense of CONTRACTOR.

ARTICLE 19. LIENS.

CONTRACTOR agrees to discharge at once all liens which may be filed in connection with said work and hold SLIBCO, as owner of the property on which the work is being performed, harmless therefrom. CONTRACTOR agrees that SLIBCO, in order to protect itself against any such liens, shall have the right to make settlement direct with such lienors and deduct the amounts of such settlements from any sum or sums that may be due the CONTRACTOR for work done under this Contract. Should there prove to be any such claim after all payments are made, the CONTRACTOR shall refund to SLIBCO all moneys that the latter may be compelled to pay in discharging any lien on said premises made obligatory in consequence of the CONTRACTOR'S default.

ARTICLE 20. RIGHT TO SUSPEND OR TERMINATE WORK.

SLIBCO reserves the right of suspending the whole or any part of the work to be done hereunder at any time its best interest appears to be served by so doing. If work is temporarily suspended by SLIBCO for a continuous period of time, not exceeding thirty (30) days, CONTRACTOR shall have no claim for damages for any such delay or suspension, but SLIBCO will pay rental on CONTRACTOR'S equipment, which shall be paid on rates to be agreed upon, and cost of watchmen to properly protect the work during such period, and CONTRACTOR shall be entitled to an extension of time for the completion of the work equal to the time the work has been suspended. If all of the projected work contemplated in this Contract is terminated or abandoned by SLIBCO, SLIBCO shall pay CONTRACTOR for all work performed in conformity with specifications, and in accordance with the value of work done; said value to be agreed upon between SLIBCO and CONTRACTOR; said payment to represent full and final payment for all work completed and for complete cancellation of Contract.

ARTICLE 21. CONTRACTOR'S DEFAULT.

If the CONTRACTOR shall in any manner abandon, neglect or fail to prosecute the work with reasonable diligence, or shall neglect or fail to perform any agreement herein on his part to be

performed, it shall be lawful for SLIBCO, by written notice to the CONTRACTOR to proceed with such work and to perform such agreement, and, if he shall fail to do so accordingly, and the ARCHITECT shall certify that such failure is a sufficient ground for such action, to enter upon the premises and to complete or to employ any other contractor or person to complete the work comprehended under this Contract, and to use or authorize such other contractor or person to use therefor any plant, tools, materials, and property of the CONTRACTOR upon the premises; and in such case the CONTRACTOR shall receive no further payment under this Contract unless the amount of the contract price remaining unpaid shall exceed the expense incurred by SLIBCO in completing the said work, and any damage incurred by SLIBCO by reason of the CONTRACTOR'S default, in which event the CONTRACTOR shall be entitled upon such completion to receive payment of the amount of such excess, but, if the expense so incurred by SLIBCO, together with any such damage incurred by him, shall exceed such amount of the contract price remaining unpaid, the CONTRACTOR shall pay the amount of such excess to SLIBCO, the amount in either case to be computed and certified by the ARCHITECT.

ARTICLE 22. ARCHITECT MAY ORDER REMOVAL OF IMPROPER WORK.

The ARCHITECT shall, during the progress of the Project, have power to order in writing from time to time the removal from the Project, within such reasonable time or times as may be specified in the order, of any materials which in the opinion of the ARCHITECT are not in accordance with the specifications or the instructions of the ARCHITECT, the substitution of proper materials, and the removal and proper re-execution of any work executed with materials or workmanship not in accordance with the drawings and specifications, or instructions, and the CONTRACTOR shall forthwith carry out such order at his own cost. In case of default on the part of the CONTRACTOR to carry out such order, SLIBCO shall have power to employ and pay other persons to carry out the same, and all expenses consequent thereon or incidental thereto shall be borne by the CONTRACTOR, and shall be recoverable from him by SLIBCO, or may be deducted by SLIBCO from any moneys due, or that may become due, to the CONTRACTOR.

ARTICLE 23. ATTORNEY'S FEES.

In the event SLIBCO shall bring suit on account of breach of any covenant, agreement or conditions herein written, CONTRACTOR agrees to pay SLIBCO reasonable attorney fees, in addition to the amount of judgment and costs.

ARTICLE 24. INCONSISTENCIES AND OMISSIONS.

The specifications and plans attached are intended to be explanatory of each other, but should any discrepancies appear or any misunderstanding arise as to the meaning of anything contained in either, the explanation of the ARCHITECT shall be final and binding on CONTRACTOR. Directions and explanations required to complete the provisions of such specifications and give them due effect, shall be given by the ARCHITECT. The plans and specifications attached are intended to require and include all labor and material and equipment necessary and proper for the work contemplated, in the case the plans or specifications fail to require some work or material necessary

to that purpose. CONTRACTOR shall, nevertheless, be required to provide the same, so that work may be complete according to the true intent and purpose of the plans and specifications attached.

ARTICLE 25. This Agreement shall be and remain binding upon the parties hereto, their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized officer with the corporate seals hereunto affixed, the day and year first above written.

SCRANTON LACKAWANNA INDUSTRIAL BUILDING COMPANY

ATTEST:

_____ By:_____

Secretary Executive Vice President

CONTRACTOR:

_____

_____ By:_____

Title:_____ Title:_____

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