

EXHIBIT A

BOOK 19 PAGE 717

NOTICE: THIS SUBCONTRACT IS SUBJECT TO ARBITRATION PURSUANT TO SECTION 15-48-10, CODE OF LAWS OF SOUTH CAROLINA (1976)

POINSETT CONSTRUCTION COMPANY, INC.  
Post Office Box 6838  
Greenville, South Carolina 29604

THIS SUBCONTRACT made this 2 day of 10, 1984 by and between STONE SPECIALTIES, INC. of Greenville, S. C., hereinafter called the Subcontractor, and POINSETT CONSTRUCTION COMPANY, INC., hereinafter called the Contractor:

WITNESSETH:

For and in the consideration hereinafter named, the Subcontractor and Contractor agree and bind themselves as follows:

Section 1. Project Location: The Subcontractor agrees to furnish all materials and perform all work as hereinafter described in Section 2 of this Subcontract for

(Project Name) PRINGLE DRUGS

for (Owner)

hereinafter called the Owner, at (Location) Orchard Drive & Brendan Way, Greenville, S. C.  
in strict accordance with the General Conditions of the General Contract between the Owner and Contractor and in accordance with the drawings and specifications prepared by HAROLD TOWNES

Section 2. Scope of Work: The Subcontractor and Contractor agree that materials to be furnished and work to be done by the Subcontractor are as detailed in Purchase Order No. 84-564-12, dated 10-2-84, which is incorporated herein by reference and made a part of this Subcontract, and in accordance with Contractor's instructions.

Section 3. Representations, Warranties, Application of General Contract: The Subcontractor warrants that he has examined the Plans, Specifications, General Conditions, Special Conditions, Addenda, and General Contract hereinabove mentioned. These documents are available at all reasonable times for inspection or examination at the offices of the Contractor, all of the aforesaid, including this Subcontract, being hereinafter sometimes referred to as the Contract Documents. Subcontractor represents and agrees that it has carefully examined and understands this Subcontract and the other Contract Documents, has investigated the nature, the locality, and the site of the Work and the conditions and difficulties under which it is to be performed and that it enters this Subcontract on the basis of its own examinations, investigation, and evaluation of all such matters and not in reliance upon any opinions or representations of the Contractor, or of the Owner, or of their respective officers, agents, servants, or employees.

With respect to the Work to be performed and furnished by the Subcontractor hereunder, the Subcontractor agrees to be bound to the Contractor by each and all of the terms and provisions of the Contract Documents.

Section 4. Arbitration: All claims, disputes and other matters in question arising out of, or relating to this Subcontract, or the breach thereof, shall be decided by arbitration, which shall be conducted in the same manner and under the same procedure as provided in the Contract Documents with respect to disputes between the Owner and the Contractor. If the Contract Documents do not provide for arbitration or fail to specify the manner and procedure for arbitration, it shall be conducted in accordance with the construction industry arbitration rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. Either party may demand such arbitration in writing at any time after such claim, dispute, or difference arises. Such arbitration shall be held in Greenville, South Carolina, unless the parties agree upon some other location.

Section 5. Delays and Extensions:

- A. Delays caused by Subcontractor: Time of Subcontractor's performance is of the essence and Subcontractor agrees to perform the work in accordance with Contractor's schedule in a manner that will not injure, damage or delay the Project or work of other Subcontractors on the Project. The Subcontractor agrees to reimburse the Contractor for any and all damages that may be assessed against and collected from the Contractor which are attributable to or caused by the Subcontractor's failure to perform the work during the time or in the manner provided for herein. In addition thereto, Subcontractor agrees that Contractor shall have the right to deduct such damages from any subsequent payment to Subcontractor. The Subcontractor agrees to pay to the Contractor such other additional damages as the Contractor itself may sustain by reason of such delay of the Subcontractor.
- B. Delays Caused by Contractor and/or Owner: If the Subcontractor's performance of this Subcontract is delayed or interfered with by any acts of Owner and/or Contractor, the Subcontractor may request an extension of time for the performance the Work, as hereinafter provided, but Subcontractor shall not be entitled to an extension of time or increased compensation therefore except to the extent that Contractor's contract with the Owner entitles Contractor to an extension of time and increased compensation therefore and Contractor receives such an extension and increased compensation therefore from Owner on behalf of Subcontractor.
- C. Extension of time: No allowance for an extension of time and increased compensation therefore shall be claimed by or made to Subcontractor unless Subcontractor delivers to Contractor a written request for such extension and compensation within forty-eight (48) hours after the cause of any such delay commences, or if Contractor's contract with Owner provides for a shorter period of time for notice of delay, within sufficient time to permit Contractor to give Owner notice within such shorter period of time.
- D. Waiver of Damages for Delay: Subcontractor shall not be entitled to and hereby waives any and all right to damages which it may incur by reason of Owner's or Contractor's delaying or interfering with Subcontractor in the performance of the work except as set forth above.