

ATTACHMENT 1 - SUBCONTRACTOR TERMS AND CONDITIONS

Any Subcontract Agreement between CTI and Subcontractor ("Agreement") shall include these Subcontract Terms and Conditions. CTI and Subcontractor agree as follows:

1. Subcontract Documents. The Agreement shall include the following documents, to the extent applicable: (a) Prime Contract, (b) Scope of Work, (c) Drawings, (d) Schedule, and (e) Schedule of Values, which are incorporated herein by reference. All of the foregoing are referred to herein as the "Subcontract Documents." The terms and conditions herein shall apply to the Work as defined in the Agreement, except to the extent expressly modified by a Change Order (as defined below). With respect to the Work, Subcontractor agrees to be bound to CTI in the same manner and to the same extent as CTI is bound to Client under the Prime Contract. In the event of conflict between a provision of the Prime Contract and the Agreement, the provision which imposes the more stringent requirement on Subcontractor will prevail. Performance and payment bond requirements, if any, shall be as specified in the Prime Contract or Agreement. All lower tier subcontractors shall be subject to the approval of CTI.

2. Prime Contract. To the extent provisions of the Prime Contract apply to the Work of the Subcontractor, CTI shall assume toward the Subcontractor all obligations and responsibilities that the Client, under the Prime Contract, assumes toward CTI, and the Subcontractor shall assume toward CTI all obligations and responsibilities which CTI, under the Prime Contract, assumes toward the Client. CTI shall have the benefit of all rights, remedies and redress against the Subcontractor which the Client under the Prime Contract has against CTI, and the Subcontractor shall have the benefits of all rights, remedies and redress against CTI which CTI under the Prime Contract has against the Client, insofar as applicable to this Agreement.

3. CTI Responsibilities. CTI shall provide suitable areas for storage of the Subcontractor's materials and equipment during the course of the Work. Unless otherwise provided in the Agreement, CTI will not make any equipment available to the Subcontractor for its performance of the Work. CTI shall make available to the Subcontractor information which CTI receives that affects this Agreement and becomes available to CTI subsequent to execution of this Agreement. CTI shall not give instructions or orders directly to the Subcontractor's employees or its lower tier subcontractors or material suppliers, and shall interact with the Subcontractor's Representative.

4. Right of Entry. CTI grants to Subcontractor, and, if the Project site is not owned by CTI, warrants that permission has been granted for, a right of entry from time to time by Subcontractor, its employees, agents and lower tier subcontractors, upon the Project site for the purpose of providing the Work. CTI recognizes that the use of investigative equipment and practices may unavoidably alter the existing site conditions and affect the environment in the area being studied, despite the use of reasonable care. Notwithstanding the foregoing, Subcontractor agrees, at its sole cost, to promptly restore any altered or damaged property to its condition prior to such damage or alteration.

5. Subcontractor's Responsibilities.

- a. The Subcontractor shall supervise and direct the Work, and shall cooperate with CTI in scheduling and performing the Work to avoid conflict, delay in or interference with the Work of CTI, other subcontractors or Client's own workers. The Subcontractor shall complete the Work in accordance with the Schedule and Schedule of Values.
- b. The Subcontractor shall submit to a Schedule of Values allocated to the various parts of the Work, aggregating to the Subcontract Sum, made out in such detail as CTI may require, and supported by such evidence as CTI may require. In applying for payment, the Subcontractor shall submit statements based upon this schedule of values.
- c. The Subcontractor shall furnish to CTI periodic progress reports on the Work as mutually agreed, including information on the status of materials and equipment which may be in the course of preparation, manufacture or transit.
- d. The Subcontractor agrees that CTI will have the authority to reject Work which does not conform to the Prime Contract.

- e. The Subcontractor shall pay for all materials, equipment and labor used in connection with the performance of this Agreement through the period covered by previous payments received from CTI, and shall furnish satisfactory evidence, when requested by CTI, to verify compliance with the above requirements.
- f. The Subcontractor shall take necessary precautions to protect properly the work of CTI, Client and other subcontractors from damage caused under this Agreement.
- g. The Subcontractor shall cooperate with CTI, other subcontractors and Client's own workers whose work might interfere with the Subcontractor's Work. The Subcontractor shall participate in the preparation of coordinated drawings in areas of congestion, if required by the Prime Contract, specifically noting and advising CTI of potential conflicts between the Work of the Subcontractor and that of CTI, other subcontractors or Client's own workers.
- h. The Subcontractor shall keep the site and surrounding area free from accumulation of waste materials and rubbish caused by operations performed under this Agreement. The Subcontractor shall ensure that any and all materials removed from the site shall be properly characterized for disposal, and if taken off-site, are transported by a licensed and insured transporter. The Subcontractor shall be responsible for ensuring that all required manifests and other required documentation are properly completed and delivered to CTI. The Subcontractor shall not be held responsible for unclean conditions caused by other contractors or subcontractors. If the Subcontractor fails to clean up as provided in the Subcontract Documents, CTI may charge the Subcontractors for the Subcontractor's appropriate share of cleanup costs.

6. Safety Precautions.

- a. The Subcontractor shall take reasonable safety precautions with respect to performance of this Subcontract, shall comply with safety measures initiated by CTI and with applicable laws, ordinances, rules, regulations and orders of public authorities for the safety of persons and property in accordance with the requirements of the Prime Contract. The Subcontractor shall report to CTI within no more than three days an injury to an employee or agent of the Subcontractor which occurred at the site.
- b. If hazardous substances of a type of which an employer is required by law to notify its employees are being used on the site by the Subcontractor or its lower tier subcontractors or anyone directly or indirectly employed by them, the Subcontractor shall, prior to harmful exposure of any employees on the site to such substance, give written notice of the chemical composition thereof to CTI in sufficient detail and time to permit compliance with such laws by CTI, other subcontractors and other employers on the site.
- c. The Subcontractor acknowledges that the site may contain hazardous materials, hazardous wastes and other safety hazards, and the Subcontractor knowingly and voluntarily assumes all risk of injury and damage to the Subcontractor, to the Subcontractor's property, employees, lower tier subcontractors, to others working for the Subcontractor, as well as to the environment that may be caused by exposure to contaminants. The Subcontractor agrees to fully advise all of its employees, lower tier subcontractors and others working for the Subcontractor of such risks and of all necessary environmental, safety and health procedures required by applicable state or federal law, regulation or order or required by CTI. The Subcontractor agrees that any employee or lower tier subcontractor that will be working subject to potential exposure has received, prior to performing the Work, all training required by applicable federal, state and local laws, rules and regulations.

- d. If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or PCBs, encountered on the site by the Subcontractor, the Subcontractor shall, upon recognizing the condition, immediately stop the Work in the affected area and report the condition to CTI in writing. When the material or substance has been rendered harmless, the Subcontractor's Work shall resume upon written agreement of CTI and the Subcontractor. The Schedule and the Schedule of Values shall be adjusted accordingly to compensate the Subcontractor for any reasonable additional costs incurred by this situation.
- e. Prior to conducting any subsurface exploration required by the Work, the Subcontractor shall make all reasonable inquiries of available information pertaining to subsurface obstructions or structures such as utility lines or wires, cables, piping, tanks, vaults, etc. Such reasonable inquiry shall be made to CTI and to the appropriate public entities or private companies to review documents, plans, as-builts and other records indicating any underground structures or potential structures which could be damaged or destroyed if the Subcontractor penetrated the surface to perform the Work. The Subcontractor acknowledges that it bears full responsibility for accumulating this information by any means available.
- f. Subcontractor shall be responsible to CTI for Subcontractor Work and the services of any lower tier subcontractors retained by Subcontractor. Subcontractor shall not be responsible for the acts or omissions of other parties engaged by CTI nor for their construction means, methods, techniques, sequences, or procedures, or their health and safety precautions and programs.

7. Progress Payments.

- a. Based upon applications for payment submitted to CTI by the Subcontractor, CTI shall make progress payments on account of the Subcontract Sum to the Subcontractor as provided in this paragraph. Payments received by CTI and/or Subcontractor for Work properly performed by their contractors and suppliers shall be held by CTI and/or Subcontractor, as applicable, for those contractors or suppliers who performed Work or furnished materials, or both. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of CTI or Subcontractor, and nothing herein shall create any fiduciary liability or tort liability on the part of CTI or the Subcontractor for breach of trust or shall entitle any person or entity to an award of punitive damages against CTI or the Subcontractor for breach of the requirements of this provision.
- b. The period covered by each application for payment shall be one calendar month ending on a date mutually agreed between the Client and CTI, and applications of payment shall be submitted on a monthly basis via email to accountspayable@cticompanies.com or via mail to CTI, ATTN: Accounts Payable: 28001 Cabot Drive, Ste. 250, Novi, MI 48377.
- c. CTI will include the Subcontractor's Work covered by an application for payment received by CTI from the Subcontractor and certified by the Client with the next application for payment which CTI is entitled to submit to the Client, provided that CTI receives such application for payment from the Subcontractor at least five days prior to the date CTI submits its next application for payment, otherwise CTI will include the Subcontractor's Work in its next application for payment. CTI shall pay Subcontractor the amount of each application for payment properly submitted by the Subcontractor and approved by the Client within fifteen (15) days after payment is made by Client to CTI for Work covered by such application for payment. In the event of non-payment by Client, both parties shall cooperate in seeking payment from Client.
- d. Each application for payment shall be based upon the most recent Schedule of Values

submitted by the Subcontractor in accordance with the Subcontract Documents. The Schedule of Values shall allocate the entire Subcontract Sum among the various portions of the Subcontractor's Work and be prepared in such for and supported by such data to substantiate its accuracy as CTI may require. The Schedule of Values, unless objected to by CTI, shall be used as a basis for reviewing the Subcontractor's applications for payment. Each application for payment shall indicate the percentage of completion of each portion of the Subcontractor's Work as of the end of the period covered by the application for payment.

e. The amount of each progress payment shall be computed as follows:

i. Take that portion of the Subcontract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Subcontractor's Work by the share of the total Subcontract Sum allocated to that portion of the Subcontractor's Work in the Schedule of Values, less that percentage actually retained pursuant to the Agreement and the Prime Contract on account of the Work of the Subcontractor. Pending final determination of cost to CTI of changes in the Work which have been properly authorized by CTI, amounts not in dispute shall be included to the same extent as provided in the Prime Contract, even though the Subcontract Sum has not yet been adjusted;

ii. Subtract the aggregate of previous payments made by CTI to the Subcontractor; and

ii. Subtract amounts, if any, calculated under this Section 7 which are related to Work of the Subcontractor for which the Client has withheld or nullified, in whole or in part, a certificate of payment for a cause which is the fault of the Subcontractor.

f. Upon the partial or entire disapproval by CTI of the Subcontractor's application for payment, CTI shall provide written notice to the Subcontractor. When the basis for the disapproval has been remedied, the Subcontractor shall be paid the amounts withheld.

8. Substantial Completion. When the Subcontractor's Work is substantially complete and in accordance with the requirements of the Prime Contract, CTI shall, upon application by the Subcontractor, make prompt application for payment for such Work, in accordance with Section 7 above. Within 30 days following issuance by the Client of the certificate for payment covering such substantially completed Work, CTI shall, to the full extent allowed in the Prime Contract, make payment to the Subcontractor, deducting any portion of the funds for the Subcontractor's Work withheld in accordance with the certificate to cover costs of items to be completed or corrected by the Subcontractor. Such payment to the Subcontractor shall be the entire unpaid balance of the Subcontract Sum if a full release of retainage is allowed under the Prime Contract for the Subcontractor's Work prior to the completion of the entire Project. If the Prime Contract does not allow for a full release of retainage, then such payment shall be an amount which, when added to previous payments to the Subcontractor, will reduce the retainage on the Subcontractor's substantially completed Work to the same percentage of retainage as that on CTI's work covered by the certificate.

9. Final Payment. Final payment, constituting the entire unpaid balance of the Subcontract Sum, shall be made by CTI to the Subcontractor when the Subcontractor's Work is fully performed in accordance with the requirements of the Subcontract Documents, the Client has issued a certificate for payment covering the Subcontractor's completed Work and CTI has received payment from the Client. Before issuance of the final payment, the Subcontractor, if required by CTI, shall submit evidence satisfactory to CTI that all payrolls, bills for materials and equipment, and all known indebtedness connected with the Subcontractor's Work have been satisfied.

10. Lien Waiver and Release of Claims. As a condition precedent to CTI's obligation to make payments to the Subcontractor, the Subcontractor shall furnish lien releases, satisfactory to CTI

and Client. CTI at any time may pay and discharge liens, claims and encumbrances filed by Subcontractor's lower tier subcontractors or suppliers and deduct the amount paid, together with costs and attorneys' fees, from the Subcontract Sum. The acceptance by Subcontractor of the final payment under the Agreement shall operate as a release to Client and CTI for all claims and liability to Subcontractor, its representatives, lower tier subcontractors, suppliers, and assigns for any additional compensation or payment relating to any and all things done or furnished relating to the services rendered by Subcontractor in performance of the Work. Final payment shall in no way relieve the Subcontractor of liability for its obligations or for faulty or defective Work discovered after final payment.

11. Schedule and Delays. Time is of the essence with respect to the performance of the Work. Subcontractor shall notify CTI immediately by telephone, and confirm in writing within five (5) business days, describing any event or condition impairing its ability to meet the Schedule, together with proposed revisions to the Schedule. If the Subcontractor is delayed at any time in the progress of the Work by adverse weather conditions not reasonably anticipated, acts of God (including floods, hurricanes and other abnormal weather conditions), war, riot, civil disorder, acts of terrorism, disease, epidemic, strikes and labor disputes, law enforcement actions, curfews, closure of transportation systems or other unusual travel difficulties or any other causes beyond the Subcontractor's reasonable control and without the fault or negligence of the Subcontractor, the Subcontractor shall prepare and submit to CTI within five business days after the occurrence a written report of its assessment of the occurrence and any proposed amendment to the Schedule. The Subcontractor shall proceed with due diligence to alleviate any such delay and shall continue in the performance of its obligations hereunder. No extension of time will be valid without CTI's written consent after notice from the Subcontractor. Such delays hereunder shall be excusable and/or compensable, but only if such additional time or compensation is obtained by CTI from Client for such delays under the Prime Contract. Subcontractor waives any other claim for compensation based on delays.

12. Changes in the Work. CTI, by written order ("Change Order"), may make changes in the Work including, but not limited to, increasing or decreasing the Work or directing acceleration in the performance of the Work. Where practicable, CTI and Subcontractor shall negotiate prior to the issuance of a Change Order the amount of any charge or Schedule change related to the Change Order. In the event the parties do not agree in advance, CTI may issue the Change Order and the Subcontractor shall proceed with the Work. If the Subcontractor requests additional compensation or time to implement such Change Order, the Subcontractor shall so notify CTI immediately, and confirm in writing within five (5) business days, after the occurrence of the event or discovery of the condition, providing detailed written information to substantiate the Subcontractor' position. Failure to timely comply with this requirement shall constitute a waiver of the Subcontractor' claim. If the Subcontractor timely makes such claim to CTI, then CTI shall submit such claim to Client. The liability of CTI to Subcontractor for additional compensation or time related to the Change Order shall be limited to additional compensation authorized or time allowed by Client for the Subcontractor's Work under the Prime Contract.

13. Insurance. The Subcontractor agrees to maintain from the date of commencement of the Subcontractor's Work (and to cause each of its lower tier subcontractors to maintain) until date of final payment and termination of any coverage required to be maintained after final payment: (a) Workers' Compensation coverage in the statutory limits; (b) Commercial General Liability coverage in the amount of \$1,000,000 per occurrence; \$2,000,000 aggregate; (c) Automobile Liability insurance coverage in the amount of \$1,000,000 per occurrence; (d) Professional Liability coverage in the amount of \$1,000,000 per occurrence; \$1,000,000 aggregate; and (e) Pollution Liability insurance in the amount of no less than \$2,000,000 combined single limits for each occurrence or aggregate. Policies issued for Subcontractor (excepting Workers' Compensation) shall name CTI and/or Client (as required by CTI) as additional insured for both ongoing and completed operations on a primary/non-contributory basis and be endorsed to include 30-day advance notice to CTI and Client in the event of cancellation or non-renewal of any required policy. Workers' Compensation and General Liability policies to carry 'Waiver of Subrogation' endorsement in favor of CTI and Client. Policies or certificates of insurance acceptable to CTI, including copies of additional insured endorsements, subrogation waivers, and cancellation notice endorsements shall be filed with CTI prior to commencement of the Subcontractor's Work, and shall remain in effect until the Work is completed. If Pollution or Professional coverage is written on a "claims made" basis, coverage must stay in force for three (3) years after project completion or until the statute of repose has run, whichever is longer.

14. Indemnification. To the fullest extent permitted by law, the Subcontractor shall indemnify, defend, and hold harmless CTI and Client and each of their owners, directors, officers, agents and employees, from any and all claims, demands, judgments, losses, damages, liabilities (including actual attorney's fees and litigation expenses) on account of injuries, disease, or death to any person, including Subcontractor' employees (notwithstanding Workers' Compensation laws), or damage to property, or any type of claim, loss, damage, or liability whatsoever arising out of or in connection with the performance of the Work under this Agreement or any actual or alleged error, omission, negligent act, statutory violation, or breach of obligation of the Subcontractor, its employees, lower tier subcontractors, suppliers or agents, or release or discharge of pollutants or contaminants for which the Subcontractor is strictly liable under applicable law, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. In addition, to the fullest extent permitted by law, the Subcontractor shall indemnify, defend and hold harmless CTI and Client and their owners, directors, officers, employees and agents against all liabilities, costs, expenses, attorneys' fees, claims, losses and damages arising from any lien or other claim by the Subcontractor or its lower tier subcontractors or suppliers not permitted by this Agreement.

15. Warranties. The Subcontractor represents that it is qualified to perform the Work; that the Work shall be performed in a manner consistent with that level of care and skill ordinarily exercised by others performing similar work under similar circumstances; that the Work shall be free from defects; that all goods and materials to be supplied by Subcontractor shall be of good quality and new; and that the Work shall 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. Subcontractor shall, at its sole expense, promptly correct or replace non-conforming or defective Work. Corrected or replaced Work shall be subject to the same warranties set forth herein. This remedy shall be in addition to all other remedies provided by law, and shall survive the termination of the Agreement.

16. Legal Compliance. The Subcontractor and its employees shall at all times observe and comply with all applicable laws, ordinances, rules, regulations and codes of the United States and of any state or political subdivision having jurisdiction of the place where the Work is being done and with any rules and regulations of CTI and Client, including any applicable health, safety, accident or other program of CTI and Client (provided a copy of such rules and regulations has been provided to the Subcontractor). The Subcontractor shall secure and pay for permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work, the furnishing of which is required of CTI by the Prime Contract. The Subcontractor shall comply with all federal, state and local tax laws, social security acts, unemployment compensation acts and workers' compensation acts that apply to the performance of the Agreement.

17. Confidentiality. The Subcontractor shall maintain information and documentation acquired or prepared under this Agreement in confidence, and not disclose it to any third parties, unless legally obligated to do so. If such information is required to be disclosed by law or court order, the Subcontractor will notify CTI immediately upon receipt of a court order and will reasonably cooperate with CTI and Client in the event CTI or Client seeks any legal protective order with respect to such information.

18. Documents. CTI shall have the right to use the documents, maps, photographs, drawings and specifications resulting from the Subcontractor's efforts on the Project. The Subcontractor shall have the right to retain copies of all such materials. The Subcontractor retains the right of ownership with respect to any patentable concepts or copyrightable materials arising from its Work.

19. Audit. The Subcontractor shall comply with accounting and audit requirements of the Prime Contract. Representatives of CTI and Client shall have access, at all reasonable times, to the Subcontractor' personnel job descriptions, books, records, correspondence, instructions, plans, drawings, receipts, vouchers, data stored in computers, and memoranda of every description pertaining to the Work, for the purpose of auditing and verifying the accuracy of the costs of the Subcontractor relating to the Work for which CTI is to credit Subcontractor hereunder or for any other reasonable purpose. CTI and Client's representatives shall have the right to reproduce any of the information referred to above. The Subcontractor shall preserve, and shall require its lower tier subcontractors to preserve, and provide audit access to, all information referred to above for a period of not less than two (2) years after completion and acceptance of the Work or termination of the Agreement or for the period required by the

Prime Contract or by law, if longer.

20. Termination.

- a. The Subcontractor may terminate the Agreement for nonpayment of amounts due under this Agreement for 60 days or longer upon written notice to CTI, if such payment is not made within seven days of delivery of such notice. In the event of such termination by the Subcontractor for any reason which is not the fault of the Subcontractor, its lower tier subcontractors or their agents or employees or other persons performing portions of the Work under contract with the Subcontractor, the Subcontractor shall be entitled to recover from CTI payment for Work performed and for proven loss with respect to materials, equipment, tools and construction equipment and machinery.
- b. If the Subcontractor repeatedly fails or neglects to carry out the Work in accordance with the Subcontract Documents or otherwise fails to perform in accordance with this Agreement and fails within seven days after delivery of written notice to commence and continue correction of such default or neglect with diligence and promptness, CTI may, after seven days following delivery of an additional written notice and without prejudice to any other remedy CTI may have, terminate the Agreement and finish the Subcontractor's Work by whatever method CTI deems expedient. If the unpaid balance of the Subcontract Sum exceeds the expense of finishing the Subcontractor's Work and other damages incurred by CTI and not expressly waived, such excess shall be paid to the Subcontractor. If such expense and damages exceed such unpaid balance, the Subcontractor shall pay the difference to CTI. If the Client terminates the Prime Contract, CTI shall deliver written notice to the Subcontractor. Upon receipt of written notice of termination, the Subcontractor shall cease operations as directed by CTI in the notice; take actions necessary, or that CTI may direct, for the protection and preservation of the Work; and except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing lower tier subcontracts and purchase orders and enter into no further lower tier subcontracts or purchase orders.
- c. In case of such termination for Client's convenience, the Subcontractor shall be entitled to receive payment for Work performed and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not performed, provided that CTI is entitled to recover such amounts from Client.
- d. CTI may, without cause, order the Subcontractor in writing to suspend, delay or interrupt the Work of this Subcontract in whole or in part for such period of time as CTI may determine upon written notice delivered to Subcontractor. In the event of suspension ordered by CTI, the Subcontractor shall be entitled to an equitable adjustment of the Schedule and Subcontract Sum. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Subcontractor is responsible, or that an equitable adjustment is made or denied under another provision of this Agreement.

21. CTI Remedies.

- a. In the event the Subcontractor does not complete the Work by the date of Substantial Completion, subject to any extensions expressly permitted under the Agreement, then liquidated damages as provided in the Agreement, if any, shall be assessed against the Subcontractor, and shall be deducted by CTI from payment then or thereafter due to the Subcontractor, or in the event no payment is due to the Subcontractor hereunder, the Subcontractor shall pay such liquidated damages to CTI upon written demand.
- b. If the Subcontractor defaults or neglects to carry out the Work in accordance with the Subcontract Documents and fails within three days after receipt of written notice from CTI to commence and continue correction of such default or neglect with diligence and

promptness, CTI may, after three days following delivery to the Subcontractor of an additional written notice, and without prejudice to any other remedy CTI may have, make good such deficiencies and may deduct the reasonable cost thereof from the payments then or thereafter due the Subcontractor.

22. Dispute Resolution. After first attempting to resolve any claim or dispute arising out of or related to this Agreement through good faith negotiations, unless the Prime Contract provides otherwise, the parties shall submit any claims to binding arbitration. Unless the parties mutually agree otherwise, such arbitration shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. Demand for arbitration shall be filed in writing with the other party to this Subcontract and with the American Arbitration Association. The party filing the notice of demand for arbitration must assert in the demand all claims then known to that party on which arbitration is permitted to be demanded. A demand for arbitration shall be made within the time limits specified in the conditions of the Prime Contract as applicable, and in other cases within a reasonable time after the claim has arisen, not to exceed one year. The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. The filing of a demand for arbitration shall not excuse the Subcontractor from its performance of the Subcontractor's Work under this Agreement, which shall continue in accordance with the Schedule, nor shall it excuse CTI from payment of any portion of the Subcontract Sum due and payable this is not in dispute.

23. No Third Party Rights. This Agreement shall not create any rights or benefits to parties other than CTI, Client and the Subcontractor.

24. Assignment. The Subcontractor shall not assign this Agreement without the written consent of CTI, nor subcontract the whole of this Agreement without the written consent of CTI. The Subcontractor may further subcontract portions of this Agreement to lower tier subcontractors with the prior written consent of CTI. In the event of termination of the Prime Contract by Client, CTI may assign this Agreement to Client, with Client's approval, subject to the provisions of the Prime Contract and to the prior rights of the surety, if any, obligated under bonds relating to the Prime Contract. In such event Client shall assume CTI's rights and obligations under the Subcontract Documents.

25. Notices. All notices required or permitted to be given pursuant to the Agreement shall be delivered to the Authorized Representative of the recipient party at the address set forth in the Agreement, and such notice shall be effective upon deposit with an overnight carrier for next business day delivery, or two days after deposit with the US Postal Service for delivery by certified mail, postage prepaid, return receipt requested, or the day of delivery if delivered by fax or email provided that such notice is also sent by first class mail on the same day.

26. Miscellaneous. The Subcontract Documents represent the entire and integrated agreement between the parties hereto relating to the Work and supersede prior and contemporaneous negotiations, representations, communications and agreements, either written or verbal. Modifications of this Agreement shall not be binding unless made in writing and signed by an Authorized Representative of each party. The provisions of this Agreement shall be enforced to the fullest extent permitted by law. If any provision of this Agreement is found to be invalid or unenforceable, the provision shall be construed and applied in a way that comes as close as possible to expressing the intention of the parties with regard to the provisions and that saves the validity and enforceability of the provision. The Subcontract Documents shall be governed in accordance with Michigan law. All of CTI and Subcontractor's obligations and liabilities hereunder shall survive the completion of the Work and the expiration of this Agreement.

This contract is subject to the provisions of (i) Executive Order 11246, (41 CFR 60-1.4); (ii) section 503 of the Rehabilitation Act of 1973, (41 CFR 60-741.5(a)); and (iii) section 4212 of the Vietnam Era Veterans Readjustment Act of 1974, (41 CFR 60-300.5(a)). This contractor and subcontractor shall abide by the requirements of 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulations prohibit discrimination against qualified individuals on the basis of disability, and qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities, and qualified protected veterans.