

SUBCONTRACT

THIS SUBCONTRACT is entered into as of the 15TH day of SEPTEMBER, 2017, by and between H [REDACTED] ROBERTS CONSTRUCTION GROUP, LLC ("Hunter Roberts"), with an office located AT 55 WATER STREET, NY, NY, 51ST FLOOR and [REDACTED] STRUCTURAL PRESERVATION (the "Subcontractor"), with an office located at 21 WILLOWDALE AVENUE, PORT WASHINGTON, NY 11050.

WITNESSETH:

WHEREAS, Hunter Roberts has executed, or intends to execute, a General Contract (the "General Contract") with RXR REALTY, LLC (the "Owner") for the GARVIES POINT, BUILDING I (the "Project") located at 63 HERB HILL ROAD, GLEN COVE, NY (the "Site"); and

WHEREAS, a copy of the General Contract (with pricing redacted) has been made available to the Subcontractor and is incorporated herein by reference and made a part of this Subcontract; and

WHEREAS, the Subcontractor has agreed to perform the Work as defined herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein, Hunter Roberts and the Subcontractor agree as follows:

ARTICLE 1(Contract Documents and Subcontractor's Work)

1.1 For purposes of this Subcontract, the "Contract Documents" shall consist of this Subcontract, the General Contract, all exhibits and attachments hereto and to the General Contract and all other documents referenced herein or therein or in any exhibit, including, without limitation, all Drawings and Specifications referenced in the Scope of Work attached hereto as Exhibit A and all updates, revisions and modifications to the Drawings and Specifications. As used in this Subcontract, the term sub-subcontractors shall include sub-subcontractors of any tier.

1.2 The incorporation of the General Contract herein is of the entire General Contract, including, without limitation, all terms, conditions, exhibits, schedules and other contents and attachments other than redacted pricing provisions. The Subcontractor acknowledges and agrees that this incorporation includes all terms and conditions required under the General Contract to be included in subcontracts, and all other aspects of the General Contract, and is not limited to provisions relating to the scope, quality, character and manner of the Subcontractor's Work. Such incorporation specifically includes, without limitation, the General Contract's alternative dispute resolution provisions, indemnity provisions, limitations on entitlement to any damages, termination provisions, insurance requirements, payment terms (including documentation requirements) and notice requirements. Subcontractor agrees to deliver notices sooner than otherwise provided herein so as to enable Hunter Roberts to make Owner required notifications in a timely manner under the General Contract or Subcontractor entitlements related thereto shall be deemed waived. The Subcontractor further acknowledges and agrees that it has been given sufficient opportunity to review the General Contract and determine all obligations and requirements thereof applicable to the Subcontractor. Hunter Roberts has provided to the Subcontractor a full copy of the General Contract (with pricing redacted).

1.3 The Subcontractor shall perform all work and furnish all supervision, labor, materials, plant, equipment, loading, hoisting, scaffolding, tools, supplies, transportation and other things necessary for the construction and completion of the MASONRY AND STONE work for the Project, as further defined in the Scope of Work attached hereto as Exhibit A, all in strict accordance and in full compliance with all Contract Documents and to the satisfaction of Hunter Roberts and the Owner (the "Work"). The Work is not limited by any titles on drawings or headings on specifications, it being the intention of the parties that all items and services customarily performed with the Work described in the Drawings and Specifications and the Scope of Work shall be performed by the Subcontractor, including, without limitation, any and all items and services reasonably inferable from the Contract Documents as necessary to provide a complete and fully functioning scope of Work, whether or not such items and services are specifically mentioned therein, unless specifically excluded.

1.4 The Subcontractor assumes all obligations, risks and responsibilities toward Hunter Roberts that Hunter Roberts has assumed toward the Owner with respect to the Work and agrees to comply with all General Contract requirements. In addition to other rights and remedies set forth in this Subcontract, Hunter Roberts shall have all rights and remedies against the Subcontractor that the Owner has against Hunter Roberts.

1.5 The Subcontractor represents and agrees that it has carefully examined and understands this Subcontract and the other Contract Documents, it has investigated the nature, locality and Site (including all subsurface conditions) where the Work is to be performed and the conditions and difficulties under which it is to be performed and that it enters into this Subcontract on the basis of its own examinations, investigation and evaluation of all such matters and not in reliance on any opinions or representations of Hunter Roberts, the Architect or the Owner, or any of their respective officers, agents, servants or employees.

1.6 The Drawings and Specifications are intended to supplement one another and any work or material shown, mentioned or reasonably implied in one and not in the other is to be furnished by the Subcontractor. The enumeration of particular items in this Subcontract or in the Specifications shall not be construed to exclude other items shown on the Drawings or otherwise required to complete the Work. If any provision of this Subcontract irreconcilably conflicts with a provision of the General Contract and the other Contract Documents, the provision imposing the greater duty or obligation on the Subcontractor shall govern.

INITIALS

HRCG: [Signature]

Subcontractor: [Signature]