

Contract

An **AGREEMENT** made as of the _____ day of _____, 1999,
by and between **Malls-R-Us, Inc.** represented by Seymour Buckmeister, President and
_____, represented by
_____, and
_____, Principals, (hereinafter referred to as the
“Contractor”).

Now, therefore, in consideration of mutual agreements and covenants herein contained, the
parties hereto agree as follows:

1. As used herein, “Contractor” shall mean the party contracting with Malls-R-Us, Inc.,
and shall include any subcontractor.

2. The Contractor agrees to provide the material and to perform all the work required in a
substantial, businesslike, and first-class manner, and in conformity with the general provisions
and specifications attached below, and, if applicable, in strict obedience to the directions which
may from time to time be given by Seymour Buckmeister or other authorized representative of
Malls-R-Us, Inc.

3. Malls-R-Us, Inc., agrees to pay to the Contractor, for the work performed as aforesaid,
\$75,000. An initial payment of \$60,000 will be made upon the signing of this contract. A final
payment of \$15,000 will be made subject to the provisions of Section 4 below.

4. The Contractor agrees that the sum of money received for the work performed and for
all materials provided herein shall be received as full compensation for all claims of the
Contractor against Malls-R-Us, Inc., under this Contract or otherwise, including but not limited
to the furnishing of materials, labor and tools used to complete the Contract in accordance with
the specifications. All loss or damage arising out of this Contract due to the action of the

elements or any unforeseen obstruction, defect or difficulty which may be encountered, shall be borne by the Contractor. The Contractor shall be responsible for all expenses incurred by or resulting from the suspension or discontinuance of this Contract, and shall be responsible for the faithful completion of this Contract in the manner set forth in the specifications, plans and general requirements, and to the thorough and entire satisfaction of Malls-R-Us, Inc. Prior to receiving final payment, the Contractor shall execute an affidavit prepared by Malls-R-Us, Inc. wherein it acknowledges that all debts and liabilities arising from this Contract have been properly satisfied or discharged.

5. The Contractor agrees to indemnify and save harmless Malls-R-Us, Inc., its agents, servants and employees, from any and all claims arising out of injury, death or property damage which may occur in connection with the Contractor's performance of this contract. The Contractor has furnished to Malls-R-Us, Inc., at the time of the signing of this Contract, a Certificate of Insurance which includes the following: (I) a provision holding harmless the Malls-R-Us, Inc., its agents, servants and employees; (II) liability limits of not less than \$1,000,000 for bodily injury and \$100,000 for property damage; and (III) a provision that Malls-R-Us, Inc. be given ten days prior written notice in the events of cancellation of the aforementioned Certificate.

6. Malls-R-Us, Inc. agrees that the Contractor may sublet any part of the work required to be performed by this Contract, and that it may assign or transfer this contract or any part thereof without the written consent of Malls-R-Us, Inc.

7. The Contractor stipulates and agrees that time is to be considered as an element and of the essence of this Contract, and that said Contractor has so considered it and figured upon it in agreeing to the aforementioned \$75,000 payment. The Contractor agrees that it will commence and continue said work in an uninterrupted manner, according to the terms of the specifications, and shall complete such work, complete every detail, within eight (8) weeks or forty (40) working days) after the date that this Contract is signed under the penalty in form and terms set forth in the specifications.

8. The Contractor hereby states and declares that she/he (or if a corporation, its duly authorized officer) has read each and every clause in this Contract and has thoroughly and fully examined the specifications and provisions for said Phase One Investigation and that, in all aspects, she/he fully understands the same.

9. It is further agreed that no certificate or payment made under this Contract shall be deemed conclusive evidence of the proper performance by the Contractor, either wholly or in part, and that no payment by Malls-R-Us, Inc. shall be construed as an acceptance of defective work or improper materials; and any mistake made in any aspect of this Phase One Investigation, either partial or final, or in any payment, shall be immediately rectified as soon after the discovery of same as possible.

10. The Contractor further agrees and warrants that all labor, materials and methods shall be in strict accordance and compliance with the specifications attached hereto.

11. The Contractor hereby covenants and agrees with Malls-R-Us, Inc. that all workers employed for the purpose of this Contract will be paid an amount not less than that prescribed by the Commissioner of Labor and Industry, pursuant to the Drumlin State Prevailing Wage Act.

12. The parties agree that the mandatory language required by Subsection 3.4(a) of the Regulations promulgated by the Drumlin Department of the Treasury, Affirmative Action Office, pursuant to Public Law 1975, c. 127, as same may from time to time be supplemented and amended, is incorporated herein by reference as if fully set forth, and the Contractor agrees to comply fully with the terms, provisions and obligations of said Subsection.

13. In the event that the Contractor fails to satisfactorily complete or timely perform the work required of it, under this Contract, or fails to comply with any governmental rule, law or regulation relevant to this Contract, Malls-R-Us, Inc., at its option and without any liability to the Contractor or otherwise, may terminate this Contract, and the Contractor shall be liable for any and all expenses incurred by Malls-R-Us, Inc. by reason thereof.

Provisions and Specifications

14. The Contractor agrees that it will conduct a Phase One Environmental Site Assessment (ESA) in conformance with existing (ASTM) standards and produce a Phase One report including:

- a. site topographic contour map;

- b. site bedrock contour map;
- c. site map showing locations and addresses of surrounding properties;
- d. physical description of the Self-Lume property;
- e. physical description of the subsurface at the Self-Lume property and to the extent possible the site as a whole including but not limited to: sediment type, sediment size analysis, porosity, and permeability;
- d. physical description of the aquifer under the Self-Lume property and to the extent possible under the site as a whole including but not limited to: groundwater table elevation and direction of flow;
- f. description, location, and preliminary analysis of any interior or exterior condition or contamination on the Self-Lume property requiring a Phase Two ESA;
- g. description, location, and preliminary analysis of any condition or contamination on a surrounding property impacting on the Self-Lume property and requiring a Phase Two ESA;
- h. rationale for or against any Phase Two ESA;
- i. budget summary for all expenditures.

15. Contractor agrees that the site consists of the Self-Lume property and any surrounding properties included on the Malls-R-Us, Inc. site grid map with dimensions of 2000 feet by 3200 feet attached hereto.

16. Malls-R-Us, Inc. agrees to provide the Contractor with any and all information concerning the site that Malls-R-Us has available to it including but not limited to:

- a. plat of Self-Lume property;
- b. topographic survey data for Self-Lume site
- c. site grid map (2000 feet x 3200 feet);
- d. information concerning the industrial process and operations of Self-Lume.
- e. an Environmental Site Assessment Checklist;
- f. ASTM Phase One ESA standards;

IN WITNESS WHEREOF, Malls-R-Us, Inc. has caused this Agreement to be signed by Seymour Buckmeister, President, and attested by Benjamin Pennypacker, Secretary, Malls-R-Us, Inc., seal affixed thereto, and the Contractor has hereunto set his hand and seal, the day and year first above written.

By: **Seymour Buckmeister**
Seymour Buckmeister, President

Malls-R-Us, Inc.

SEAL

Attest: **Benjamin Pennypacker**
Secretary

Contractor: _____

By: _____,
Principal

SEAL

By: _____,
Principal