

A G R E E M E N T

THIS AGREEMENT, made and entered into this 12th day
of May, 1949, by and between DALEY BROTHERS, A
CORPORATION, hereinafter referred to as "GENERAL CONTRACTOR", and
Henry Takahashi Trading Company
_____, hereinafter referred to as "OWNER":

W I T N E S S E T H :

1. The Work :

GENERAL CONTRACTOR shall furnish and provide all
labor, materials, equipment and other items and shall do and
perform all work necessary to complete the remodeling work
described and delimited in the Plans and Specifications.

The Specifications are those prepared by Harry
M. Katsuyama, Designer, entitled:

General Specifications
for the
Remodeling of Store Building
1661 Post Street
San Francisco, California
Dated 5/12/49

Plans are 3 sheets of drawings dated 5/12/49 prepared by Harry
Katsuyama, Designer, and George W. Cotterill, Structural Engineer,
and signed by the parties to this agreement.

"

2. Consideration :

Owner shall pay to General Contractor in the manner and in accordance with terms as indicated below, as complete compensation for the services to be performed by General Contractor hereunder, including all costs incurred by the General Contractor in the performance of the work described in paragraph 1 hereof, the sum

of **Sixteen Thousand Three Hundred Sixty Dollars (\$16,360.00)** which Contract Sum shall be payable as follows:

On the First and Fifteenth day of each month during the period of the Contract, GENERAL CONTRACTOR shall submit to OWNER an estimate of the value of the work completed since the previous estimate. The OWNER shall pay to GENERAL CONTRACTOR ninety percent (90%) of the value of the amount of such estimate. The remaining ten percent (10%) shall be retained by OWNER until 35 days after the completion of the Contract at which time it shall be paid by OWNER to GENERAL CONTRACTOR.

It is provided further, however, that General Contractor at the completion of the Contract shall submit to OWNER a vouchered cost statement and if the cost of such contract plus a fixed fee of \$2,195.00 for profit and overhead shall be less than the above Contract Sum, then the entire saving shall be credited to OWNER.

3. Time of Completion :

GENERAL CONTRACTOR agrees to complete the work as expeditiously as possible.

4. Complete Agreement :

The Contract Documents consist of this Agreement, the Plans and Drawings, and the Specifications in which is included the General Conditions, all the foregoing of which have been duly signed by both parties. These Contract Documents contain all covenants, stipulations and provisions agreed upon by the parties. No agent of either party has authority to make, and the parties shall not be bound by nor liable for any statement, representation, promise or agreement not set forth therein. No changes, amendments or modifications of the terms thereof shall be valid unless reduced to writing and signed by the parties.

5. General :

The terms and conditions hereof shall inure to the benefit of and be binding upon the parties hereto, their successors, assigns and legal representatives.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

DALEY BROTHERS, A CORPORATION

By _____

Title _____

General Contractor

By _____

Title _____

Owner

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