

REHABILITATION CONSTRUCTION AGREEMENT

THIS REHABILITATION CONSTRUCTION AGREEMENT ("Agreement") is made and entered into this _____ day of _____ ("Effective Date"), by and between _____ whose address is _____ ("Contractor") and _____ whose address is _____ ("Owner"). This Agreement is in a form approved by _Cogo Capital, LLC_ whose address is _1121 E Mullan Couer D'Alene, ID 83814. 800-369-4237 ("Lender").

NOW, THEREFORE, IN CONSIDERATION of the mutual promises and covenants contained in this Agreement, Owner and Contractor agree as follows:

1. **Scope of Work; Property.**

1.1. Statement of Work. Contractor agrees to construct and/or rehabilitate certain improvements described herein ("Improvements") to that certain single family residence located on the Property (as defined below), for the Owner (the "Project"). Contractor will furnish and pay for all labor, equipment, tools, machinery, scaffolding, temporary utilities, consumable supplies, supervision, materials, and all taxes necessary to construct and complete the Project, in a workmanlike manner, the work described in the Construction Documents (as defined below) described in Section 1.5 (collectively, the "Work"), for the construction of the Improvements.

The Improvements shall (i) be constructed in substantial compliance with certain schematic drawings, if applicable ("Plans"); (ii) incorporate certain materials and equipment, and comply with certain procedures and requirements, if applicable (the "Specifications"); (iii) subject to Change Orders (as defined below) be completed for the Contract Price (as defined below); and (iv) subject to Force Majeure, be completed by the Completion Date as described in Section 1.2. Contractor shall perform the Work in compliance with the Construction Documents. Contractor agrees to perform all such modifications as are within the scope of the Work or reasonably necessary to complete the Work.

1.2. Compliance with Applicable Laws. Contractor shall fully comply (to the extent such compliance is within the applicable standards of care) with all applicable state, local, and federal statutes, ordinances, building codes, laws, rules, and regulations, the requirements of any governmental agency having jurisdiction, which apply to this Agreement and Contractor's performance hereunder (collectively, the "Codes") and permit reasonable inspection by any and all authorized inspectors.

1.3. Permits. Contractor shall obtain and pay for all permits and licenses necessary for the completion and execution of the Work to be performed under this Agreement.

1.4. Notice to Proceed; Time of Performance. Contractor shall not begin the Work until Contractor receives a written (or emailed) notice to proceed from the Owner, after which the Contractor shall begin the work within _____ calendar days of the date of said notice to proceed, and shall complete said work by _____ (Date) _____ calendar days thereafter ("Completion Date"); *provided, however,* Owner acknowledges and agrees that the Work cannot begin until (i) Complete Plans and Specifications have been approved and initialed by both Owner and Contractor and (ii) Contractor has in its possession all appropriate building permits, licenses, and other necessary approvals for the commencement of the Work. The Contractor will proceed with the Work at such rate of progress to insure full completion before the Completion Date, it being expressly understood and agreed, by and between the Contractor and the Owner that the Completion Date described herein is a reasonable

time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work. Contractor acknowledges and agrees that time is of the essence with respect to completion of the Work set forth herein.

Subject to a Force Majeure and a mutually agreed upon extension of the Completion Date, if the Contractor fails to complete the Work on or before the Completion Date, the Contractor will be assessed a fine and be required to pay to the Owner an amount equal to One Hundred and Fifty and No/100 Dollars (\$150.00) per day, as liquidated damages, for each day the Work is not substantially completed prior to the Completion Date. Contractor and Owner agree that, in the event the Work is not completed by the Completion Date, Owner will be damaged in an amount that is impossible to estimate and that the amount set forth above in this Section 1.2 is fair and reasonable in all respects. Contractor further acknowledges and agrees that the Owner shall have the right to retain out of any Draw (as defined below) all amounts described in this Section that Owner is entitled to.

In the event of early completion, contractor will be compensated One Hundred and Fifty and No/100 Dollars (\$150.00) per day, for each day completed prior to Completion Date.

1.5. Property. The Improvements will be constructed on that certain real property generally located at _____ (the "Property").

1.6. Construction Documents. Contractor agrees to complete the Work in accordance with the Construction Documents, in accordance with the trade standards and practices for each trade used, and in accordance with all applicable requirements of the Codes. The intent of the Construction Documents is to include all items necessary for the proper execution and completion of the Work by Contractor. Performance by Contractor shall be required to the extent consistent with the Construction Documents and reasonably inferable from them as being necessary to produce the indicated results. In addition to this Agreement, the "Construction Documents" consist of the following, which, together with written modifications made in the manner provided therein and issued subsequent to the execution of the Agreement, form the entire agreement between the parties:

- Exhibit A:** Contractor Bid
- Exhibit B:** Draw Schedule
- Exhibit C:** Project Schedule
- Exhibit D:** Plans, if any
- Exhibit E:** Specifications, if any
- Exhibit F:** Change Order Form

All of the above-referenced documents are incorporated into this Agreement by this reference with the same force and effect as if the same were set forth at length herein. If there is any conflict or discrepancy between the terms of the Construction Documents including, without limitation, the descriptions of the Work contained therein, or any conflict between the Construction Documents and applicable Codes, Contractor will provide Owner with notice of the conflict upon discovery. In the event of any conflict or discrepancy between various Construction Documents, the terms and provisions of the Agreement shall control over the remaining Construction Documents. In the event of any discrepancy between various Construction Documents, the dimensions contained in the Plans and Specifications shall take precedence over measurement by scale. A large scale drawing shall take precedence over the smaller. In any case of discrepancy, whether actual or suspected, between the figures, or the figures and the scale of the plans and specifications, the matter shall be submitted to the Owner within five (5) business days of discovery. The foregoing provisions include specification, typographical errors, and drawing

notational errors where the intent is unclear. Should the Plans vary from the Specifications, then the Specifications shall govern.

The Plans and Specifications may be modified, limited or negated as the parties may subsequently agree in writing through Change Orders. It is specifically understood and agreed by the parties that Contractor is not responsible for and in no way endorses the accuracy or completeness of the Plans and Specifications to the extent they have been prepared by an independent architect, designer or other third party. The compliance of the Plans and Specifications with all applicable Codes, restrictive covenants or other conditions affecting the Property (including easements and zoning requirements) shall also be the Owner's responsibility, unless such Plans and Specifications are provided by Contractor and not by an independent architect, designer or other third party. Unless otherwise specified, materials used by Contractor in construction of the Improvements shall be as prescribed in the Plans and Specifications. In the event specified materials are not reasonably available, or if the procurement of such item would cause undue delay in the progress of the Work, Contractor may substitute materials of comparable grade and quality. Owner acknowledges that these substitutions and/or changes may occur during construction and agrees that so long as the Improvements are substantially in compliance with the Plans and Specifications; acceptance of any such minor deviations will not be unreasonably withheld.

2. Contract Price. Owner agrees to pay Contractor the aggregate sum up to but will not exceed _____ and No/100 Dollars (\$_____) (the "Contract Price") as consideration for the construction and completion of the Improvements and the performance of the Work, subject to adjustment for Change Orders, as more fully set forth herein.

3. Draw Schedule. Payments shall be made pursuant to Exhibit B attached to this Agreement. Contractor may use the initial payment for, among other things, initial construction or pre-construction expenses. Other than for the initial payment, Contractor shall present Owner with requests for the other payments ("Draws") set forth in Exhibit B. Owner shall cause these payments to be made to Contractor within five (5) business days following the receipt of a request for a Draw. In the event of a payment delay, Contractor shall have the right to stop Work progress until payment is made and the Completion Date will be extended for each day of such delay. The final Draw (that portion of the Contract Price not paid by previous payments as well as any Change Orders) will be due and payable upon Substantial Completion (as defined below) of the Improvements. The existence of minor cosmetic repairs and adjustments may delay the payments due Contractor at that time.

Contractor agrees to accommodate the reasonable requests of the Lender. Owner acknowledges and agrees, however, that the loan documents that Contractor is asked to sign must be in a form reasonably acceptable to Contractor and that such documents will not alter the rights and obligations of the parties under this Agreement. Insofar as the relationship between Owner and Contractor is concerned, the terms and conditions of this Agreement shall not be superseded or modified by the Owner's loan documentation unless the superseded or modified provision in this Agreement is identified, annotated and initialed by the parties.

4. Access to Improvements During Construction for Owner and Owner's Agents. Contractor agrees that Owner and Owner's agent (including the Lender), if any, may enter the Property to inspect improvements at any time.

If during construction, Owner conducts periodic walk-through inspections, Owner agrees to timely apprise Contractor in writing if any aspect of construction has not been completed in substantial conformity with the Construction Documents.

5. Substantial Completion; Occupancy. The Improvements will be deemed to be substantially completed when the Work or designated portion thereof is sufficiently complete in accordance with the Construction Documents so the Owner can resell the Property in compliance with the Codes (“Substantial Completion”) and FHA loan guidelines. Upon Substantial Completion of the Improvements Owner shall make the final Draw payment to Contractor, subject to offset any penalties as provided herein.

6. Inspection of Improvements; Orientation. Prior to selling the Property, Owner must schedule an inspection with a Contractor representative. The inspection under this Section will not be conducted until the Work is Substantially Completed. Owner must physically participate in the walk-through inspection. During the walk-through inspection, Owner and Contractor’s representative will thoroughly inspect the Improvements and complete a detailed check-off list. During the inspection, Owner and Contractor’s representative will note all defects, other problems or complaints of which Owner is aware or discovers during the inspection.

Contractor’s final Draw payment may be delayed by Owner’s claim of any deficiencies in the Work. Owner shall have no obligation to make the final payment to Contractor until all items identified by Owner during Owner’s inspection have been cured to the satisfaction of Owner.

7. Change Orders. No alterations, additions or deletions will be made in the Work, unless agreed to in writing by Owner and Contractor pursuant to a “Change Order” in the form attached as to this Agreement as Exhibit F.

8. Insurance. The Contractor shall purchase and maintain such insurance as will protect Contractor, Owner and Lender from claims set forth below which may arise out of or result from the Contractor's execution of the Work, whether such execution be by Contractor or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Contractor shall provide, and maintain, during the duration of the Work, a policy of Workers’ Compensation and General Liability Insurance for the protection of Contractor’s employees, the Property and the Lender. The amount of Commercial General Liability Insurance required for the Project shall be a minimum of \$500,000.00 or \$1,000,000.00 per occurrence.

Certificates of Insurance acceptable to the Owner and Lender shall be delivered to the Owner and Lender prior to the commencement of the Work. These certificates shall contain a provision that coverage afforded under the policies will not be cancelled unless at least fifteen (15) days prior written notice has been given to the Owner and Lender.

Owner and Lender shall be named as additional insured on all applicable insurance policies maintained under this Section 8, as evidenced by a Certificate of Additional Insurance delivered to the Owner and Lender prior to commencing the Work.

9. Contractor’s Additional Obligations. Contractor accepts responsibility for the performance of all duties reasonably necessary to complete the Work and agrees that:

9.1. Contractor may subcontract all or any portion of the Work to other contractors; *provided however*, that Contractor assumes full responsibility for acts or omissions of a subcontractor and the subcontractor’s agents, employees, and assigns and shall make good any

damage sustained by Owner for any performance failure by such subcontractors. It is contractor's responsibility prior to paying subcontractors or suppliers to have a lien release waiver signed for each invoice. Copies of each waiver to be provided to Owner prior to the next scheduled draw.

9.2. In constructing the Improvements and completing the Work, Contractor may rely on the Construction Documents as being complete and correct in all respects. Contractor shall promptly notify Owner of all errors, conflicts, or inconsistencies discovered with respect to the Construction Documents.

9.3. Contractor shall pay all costs related to the Work.

9.4. Contractor shall use all new materials in connection with the Work that are of a quality suitable for the intended purpose.

9.5. Contractor shall deliver the Improvements to the Owner free of all liens, claims, security interests or encumbrances that might have arisen from the performance of the Work.

9.6. Prior to the receipt of any Draw, except an initial Draw; Contractor shall furnish to the Owner full and unconditional releases from any claim or mechanic's lien for that portion of the work for which payment had been made by Contractor or any subcontractor.

9.7. Contractor shall perform the Work in accordance with all applicable Codes and shall conform to the industry standards.

10. Lead Based Paint and Asbestos. The Contractor shall not use or subcontract to a contractor that uses lead-based paint.

Contractors shall comply with the provisions of 29 CFR Part 1926("OHS"), governing the protection of workers disturbing lead painted surfaces. These provisions include, but are not limited to the following: (i) the contractor shall contact the inspector for the Owner and Lender before disturbing any surfaces painted with lead paint to document the content of lead on all painted surfaces to be disturbed; (ii) shall conduct air quality monitoring when appropriate for the type of activity to determine the level of worker protection required by OHS. If air quality monitoring results exceed 30 ug/cu. For an 8-hour period, then worker blood testing and monitoring requirements provided in OHS shall apply; (iii) shall provide personal protective equipment, including a respirator program, as is appropriate to the type of job as required by OHS; (iv) shall provide proper containment of the work site and clean the work site not less than daily to contain lead dust; (v) shall make proper facilities available for worker hygiene when entering or exiting a work area; (vi) shall provide for appropriate signage indicating the presence of a lead hazard when conducting work activities; (vii) shall ensure that specialized cleaning of containment areas is complete before reoccupancy by the occupant of the Property. For activities that remove identified lead hazards, the Contractor shall ensure that specialized cleaning is adequate to meet clearance standards adopted by HUD and local or state Departments of Health.

The Contractor shall not use following methods to remove paint that is, or may be, lead-based paint: (i) open flame burning or torching; (ii) machine sanding or grinding without a high-efficiency particulate air ("HEPA") local exhaust control; (iii) abrasive blasting or sandblasting without HEPA local exhaust control; (iv) heat guns operating above 1100 degrees Fahrenheit or charring the paint; (v) dry sanding or dry scraping, except dry scraping in conjunction with heat guns or within 1.0 ft. of electric outlets, or when treating defective paint spots totaling no more than 2 sq. ft. in one interior room or space, or totaling no more than 20 sq. ft. on exterior surfaces; (vi) paint stripping in a poorly ventilated space using a volatile stripper

that is a hazardous substance in accordance with the regulations of the Consumer Product Safety Commission at 16 CFR 1500.3 and/or other hazardous chemical in accordance with the Occupational Safety and Health Administration regulations at 29 CFR 1910.1200 or 1926.59, as applicable to the work.

The contractor shall comply any Codes governing environmental hazards and their remediation.

11. Clean Up. Contractor shall regularly remove debris and waste materials from the Property resulting from the Work. Prior to discontinuing Work in an area, Contractor shall clean the area and remove all rubbish and its construction equipment, tools, machinery, waste and surplus materials. Contractor shall minimize and confine dust and debris resulting from construction activities. At the completion of the Work, Contractor shall remove from the Property all construction equipment, tools, surplus materials, waste materials and debris.

12. Subcontractors. Work not performed by Contractor with its own forces shall be performed by subcontractors retained by Contractor. Contractor agrees to bind every subcontractor and material supplier (and require every subcontractor to so bind its subcontractors and material suppliers) to all the provisions of this Agreement and the Construction Documents as they apply to the subcontractor's and material supplier's portions of the Work and as are reasonably necessary for the subcontractor and material supplier to execute its portion of the Work. Contractor agrees that it shall pay all its subcontractors on time and obtain lien releases from all subcontractors from time to time as required for funding by Lenders or investors and upon completion of a subcontractor's work or delivery of supplies or materials.

13. Guaranty. The Contractor shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of final inspection. The Contractor warrants and guarantees for a period of one (1) year from the date of final inspection of the Work that all Work and Improvements are free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the Owner may, after giving thirty (30) days' notice to the Contractor, do so and charge the Contractor the cost thereby incurred. The Owner shall hold the Lender harmless should the Contractor not return to correct defects covered under this warranty. The Lender will, in no way, guarantee that any defects due to faulty materials or workmanship will be corrected and will not ask any other government agency to cover the cost of correcting such defects.

14. Indemnification; Release. Contractor shall defend, indemnify and hold Owner and Lender and each of Owner and Lender's agents, members, managers and representatives, from and against any and all liability, claims, damages, losses, costs and expenses (including attorneys' fees), injuries or deaths to any persons, and for loss of or damage to the Property or Improvements arising under or by reason of this Agreement, including, but not limited to: (i) Contractor's violation of any Codes; (ii) as a result of any act, omission or conduct or breach of this Agreement of or by Contractor; or (iii) from defective work by Contractor.

Contractor shall defend, indemnify, and hold Owner and Lender and each of Owner and Lender's agents, members, managers and representatives, from and against any and all claims of lien on the Property by any subcontractor, supplier and/or vendor. In the event that a lien is placed on the Property by a third party, Contractor shall immediately resolve the situation, or if the situation cannot be resolved, Contractor shall provide a lien release bond to release the lien

within thirty (30) days of Owner receiving notice of the lien. Neither securing the lien release nor posting of a bond shall relieve the Contractor of any duties and responsibilities under this Agreement. The cost of any premiums associated with such bonds shall be the sole responsibility of the Contractor and shall not be part of or cause an increase in the Contract Price. If the Contractor fails to secure release of or bond off a construction lien, the Owner has the right, but not the obligation, to settle any such claim by direct payment to the claimant if the Owner determines, in its sole discretion, that such payment is the most economical or advantageous method of settling the dispute. The Contractor shall promptly reimburse the Owner for such payment. If Contractor does not reimburse Owner, the Owner has the right to offset any progress payment (including the final payment) by all costs and expenses (including attorneys' fees) incurred by Owner in releasing or obtaining a bond for said lien.

15. Default.

15.1. Default by Contractor. Default by Contractor. Contractor will be in default upon either (i) Contractor's failure to make payments to contractors or vendors supplying material for the Work; (ii) a breach by Contractor of a covenant or agreement contained in this Agreement; or (iii) Contractor's filing of a voluntary petition in bankruptcy, making an assignment for the benefit of any creditor, being adjudicated a bankrupt or insolvent, or applying for or consenting to the appointment of a receiver, trustee or liquidator of all or a substantial part of Contractor's assets. If Contractor commits such an event of default, prior to exercising any remedy granted by this Agreement or by law, Owner shall deliver notice of default to Contractor. If an event of default is not cured within thirty (30) days after delivery of the written notice, Owner may exercise any remedy granted by this Agreement or by applicable law. Upon the occurrence of an event of default by Contractor and the expiration of the thirty (30) day cure period, Owner may (but shall not be obligated to), without prejudice to any other available right or remedy, terminate this Agreement, seek specific performance of this Agreement by Contractor, pursue any other remedies available to Owner under this Agreement or as provided by law, or any combination of the foregoing.

If Owner receives notice of any lien or claim for labor or materials furnished to Contractor for which, if established, Owner of the Property might become liable, though primarily chargeable to Contractor, Owner shall have the right to retain out of any Draw an amount sufficient to reasonably indemnify Owner against such lien or claim. However, Contractor shall have the right to contest in good faith the validity of such lien or claim. If Contractor fails to discharge any such lien or claim, any amounts expended by Owner for the payment of any liens or claims shall be credited against the Contract Price. If Contractor does discharge such lien or claim, the full amount withheld by Owner will be paid to Contractor upon written notice from Contractor to the Owner.

16. Independent Contractor Status. Contractor shall be and is an independent contractor and the relationship of Contractor and Owner shall not be viewed as a joint venture, partnership or any other relationship.

17. Force Majeure.

17.1. General. Neither party shall be held responsible for any delay or failure of performance to the extent that such delay or failure is caused by a Force Majeure (as defined below), but only if, and to the extent: (i) such circumstance is not within the reasonable control of the party affected; (ii) such circumstance, despite the exercise of reasonable, diligent efforts and pursuit of reasonable, alternative measures, cannot be prevented, avoided, or removed by such

party; and (iii) such event materially adversely affects (in cost and/or time) the ability of the affected party to fulfill its obligations under this Agreement.

17.2. Obligations Upon Occurrence of Force Majeure. The party claiming the benefit of excusable delay hereunder shall: (i) promptly notify the other party of the circumstances creating the failure or delay and provide a statement of the impact on such party of the Force Majeure event; and (ii) use all reasonable efforts to avoid or remove the effects of the Force Majeure event.

17.3. Definition. “Force Majeure” means fires, strikes, riots, embargos, explosions, earthquakes, floods, wars, water, the elements, government requirements, civil or military authorities, acts of God or by the public enemy, inability to secure raw materials or transportation facilities, acts or omissions, or suppliers of raw materials, or other similar causes beyond a party’s control, but only to the extent that a party’s actual performance is impaired whether or not similar to the foregoing.

18. Dispute Resolution.

18.1. In General. Except as set forth in the last sentence of this section, any dispute, controversy, claim or difference concerning or arising out of this Agreement or the rights or performance of any party under this Agreement (each, a “Dispute”) will be resolved by the procedure set forth in Section 18.2. The procedure set forth in Section 18.2, however, will not be deemed to preclude either party from immediately seeking an injunction in any court of competent jurisdiction pursuant to its rights to injunctive relief under this Agreement.

18.2. Dispute Resolution Procedure. If a Dispute arises out of or relates to this Agreement or its breach, the parties shall endeavor to settle the Dispute first through direct discussions. If the Dispute cannot be settled through direct discussions, the parties shall endeavor to settle the Dispute by mediation before recourse to any binding dispute resolution procedures.

If neither direct discussions nor mediation successfully resolve the Dispute, the parties agree that they will resolve any Dispute arising out of or relating to this Agreement through binding arbitration. The Arbitration shall be before a single neutral arbitrator and conducted pursuant to the Construction Industry Rules of the American Arbitration Association, unless the parties mutually agree otherwise. Notwithstanding, the parties are not obligated to use the services of the American Arbitration Association if they mutually agree to a different procedure. To initiate arbitration, a written demand for arbitration shall be filed with the other party to the Agreement within a reasonable time after the Dispute or claim as arisen, but in no event after the applicable statute of limitations has run. If the other party is unresponsive or otherwise refuses to voluntarily engage in arbitration, the party demanding arbitration may commence suit to compel arbitration pursuant to 9 U.S.C. § 4, or similar state statute, in any court with jurisdiction over the parties. If the parties are unable to agree on an arbitrator, either party may petition a court to appoint an arbitrator pursuant to 9 U.S.C. § 5 or similar state statute. The arbitration award shall be final and binding on the parties and judgment upon the award may be confirmed in any court having jurisdiction.

The prevailing party in any Dispute arising out of or relating to this Agreement or its breach that is resolved by arbitration shall be entitled to recover from the other party reasonable attorneys’ fees, costs and expenses incurred by the prevailing party in connection with such arbitration, including but not limited to any costs and fees of suit to compel arbitration and/or to confirm any arbitration award.

The award in any arbitration will be final and binding upon the parties. A judgment upon an award rendered in arbitration may be entered in any court of competent jurisdiction. The venue for any mediation or arbitration under this Agreement will be in _____ County, _____ (State) _____.

19. Notices. Wherever this Agreement requires that one party provide the other party a written notice, such notice may be provided by any of the following methods: (a) personal delivery; (b) certified U.S. Mail to the address provided above; and (c) e-mail with read receipt, or similar, to the address provided below the party's signature. Any notices sent under this Agreement shall be sent to the Lender.

20. Miscellaneous.

20.1. No Assignment. Except to the extent that Contractor may subcontract Work under this Agreement, neither party has the right to assign this Agreement.

20.2. Attorneys' Fees. In the event of any arbitration, suit, or action is instituted related to this Agreement, including without limitation the construction, interpretation or governance of this Agreement or its terms, its validity, enforceability, scope, or subject matter, the substantially prevailing party will be awarded from the substantially non-prevailing party its, his, her or their reasonable attorney fees and costs, in addition to costs and expenses provided by statute or otherwise, incurred for prosecution, defense, consultation, or advice in connection with such action. The amount of such recovery of attorney fees and costs will be such sums as the arbitrator or court may adjudge reasonable as attorney's fees at arbitration, litigation, hearing, trial, or on appeal from judgment, order, or decree. The provisions of this Section will survive termination of this Agreement.

20.3. Waivers. Any waiver by either party of any breach of any term or condition of this Agreement shall not be deemed a waiver of any other breach of such term or condition, nor shall the failure of either party to enforce such provision constitute a waiver of such provision or of any other provision, nor shall such action be deemed a waiver or release of any other party for any claims arising out of or connected with this Agreement. No waiver shall be effective unless in writing and signed by the party against whom such waiver is sought.

20.4. Governing Law. This Agreement shall be governed by, interpreted, and construed in accordance with the laws of the State of _____.

20.5. Agreement of Parties. This Agreement constitutes the sole and entire agreement between the parties with respect to the subject matter hereof. There are no oral promises, conditions, representations, understandings, interpretations or terms of any kind as conditions or inducements to the execution hereof or in effect between the parties. This Agreement expresses the full and final agreement of the parties and incorporates and supersedes all prior and contemporaneous negotiations and agreements. This Agreement may not be modified except by writing executed by the parties hereto. All exhibits to this Agreement are incorporated into this Agreement by this reference.

20.6. Interpretation. Unless otherwise explicitly set forth in this Agreement, any decision, election, consent, or other approval may be made within the sole discretion of the party making such decision, election, consent, or other approval. The terms "day" or "days" as used herein shall mean calendar day or days. As used herein, the term "business day" or "business day" shall mean a day other than a Saturday, Sunday or day on which banking institutions in the city of _____ (City, State) _____ are authorized or required by law or executive order to be closed. If

this Agreement requires any act to be done or action to be taken on or by a date which is not a business day, that act or action will be deemed to have been validly done or taken if done or taken on the next succeeding business day. The terms “includes”, “including” or “include” as used herein shall be interpreted as being non-exclusive and shall be read to mean, respectively, “includes without limitation, “including, without limitation” and “include without limitation.” The headings used throughout this Agreement have been inserted for convenience of reference only and do not constitute matters to be construed in interpreting this Agreement. Words of any gender used in this Agreement will be construed to include any other gender, and words in the singular number will be construed to include the plural, and vice versa, unless the context requires otherwise. The words “herein,” “hereof,” “hereunder,” and other similar compounds of the word “here” when used in this Agreement refer to the entire Agreement and not to any particular provision or section.

20.7. Additional Actions. Each party hereby agrees to execute and deliver all such other documents or instruments and to take any action as may be reasonably required in order to effectuate the transactions contemplated by this Agreement.

20.8. Severability. If for any reason any provision of this Agreement is determined by a tribunal of competent jurisdiction to be legally invalid or unenforceable, the validity of the remainder of the Agreement will not be affected and such provision will be deemed modified to the minimum extent necessary to make such provision consistent with applicable law and, in its modified form, such provision will then be enforceable and enforced.

20.9. Time is of the Essence. Time is of the essence with each provision of this Agreement.

20.10. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature (including, but not limited to, DocuSign) by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if an originally hand signed original had been received.

[Remainder of page intentionally left blank]

**SIGNATURE PAGE
TO
REHABILITATION CONSTRUCTION AGREEMENT**

OWNER:

CONTRACTOR:

(Name) as managing member of
(LLC Name) _____, LLC

(Name of Contractor) as managing member of
(LLC Name) _____, LLC

a (State) Limited Liability Company

a _____ Limited Liability Company

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

Email: _____

Email: _____

Approved as to form:

LENDER:

Jaclyn Olsen, as managing member of
Cogo Capital, LLC

a Idaho Limited Liability Company

By: _____
Name: _____
Its: _____

Email: _____

Exhibit A
Contractor Bid

Exhibit B
Draw Schedule

Draw Schedule

The draw schedule shall be paid according to the following schedule.

Total Contract Price:	\$ _____	
	<u>Percentage of Contract Price</u>	<u>Schedule of Payment</u>
Initial Payment:		
Total Contract Price Balance:	\$ _____	
[INSERT]		
[INSERT]		
[INSERT]		
Draw upon Substantial Completion:		

The final draw is subject to adjustment as set forth in the Rehabilitation Construction Agreement.

The draws do not include any payments for Change Orders, which must be paid at the time of the Change Order and pursuant to the Rehabilitation Construction Agreement.

OWNER:

CONTRACTOR:

(Name) as managing member of
(LLC Name) , LLC

(Name of Contractor) as managing member of
(LLC Name) , LLC

a (State) Limited Liability Company

a _____ Limited Liability Company

By: _____
 Name: _____
 Its: _____

By: _____
 Name: _____
 Its: _____

Email: _____

Email: _____

Exhibit C
Project Schedule

Exhibit D
Plans, if any

Exhibit E
Specifications, if any

Exhibit F
Change Order Form

**SIGNATURE PAGE
TO
CHANGE ORDER**

IN WITNESS WHEREOF, the parties have executed this change order effective as of the last date set forth below under the signatures

OWNER:

CONTRACTOR:

(Name) as managing member of
(LLC Name) _____, LLC

(Name of Contractor) as managing member of
(LLC Name) _____, LLC

a (State) Limited Liability Company

a _____ Limited Liability Company

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

Email: _____

Email: _____

Private Lender
Pre-Construction Discussion Items

1. Building Permit requirements
2. Additional Insured requirements – (general & subcontractors)
3. Project Plan Set availability, if any
4. Quality control is the contractor's responsibility to adhere to specifications
5. Subcontractor's contact information list for lien waiver tracking
6. Progress payment submittal requirements
 - a. Spreadsheet format with requested line item levels of completion
 - b. Lien waiver releases
 - c. Invoices for stored materials, services, etc
 - d. Design changes that may impacts costs
 - e. Contingency line item impacts
 - f. Progress Schedule changes
 - g. Copy of building permit cards
 - h. Inspection dates within 48 hours of request
 - i. It's safe to assume that "If it's not seen, it's not going to be funded"
7. Discussion of project schedule, date of agreed work completion
8. Who has authority to approve project changes?

