

## ***CONSTRUCTION CONTRACT***

This Construction Contract (the "Contract" or "Agreement") is made as of May 22, 2019 (the "Effective Date") by and between Libin Llc 957 Prosperity ave St,Paul mn 55105 , and Nadeer Construction Corp of 2219 Oakland ave s 210, Minneapolis, Minnesota 55404.

Nadeer Construction Corp desires to provide Construction services to Libin Llc and Libin llc desires to obtain such services from Nadeer Construction Corp.

THEREFORE, in consideration of the mutual promises set forth below, the parties agree as follows:

**1. DESCRIPTION OF SERVICES.** Beginning on July1, 2019, Nadeer Construction Corp will provide to Libin Llc the following services (collectively, the "Services"):

1. Cleaning all garbage inside and outside the building
2. Demolition walls floors and calling inside the building
3. Framing all walls and calling
4. Electric wiring, light fixers all outlet
5. Pluming all water line and venting
6. New sheetrock ,mad, paint
7. New doors, window and hardware
8. Bathroom fixers
9. Roof and truss and plywood for the roof
10. New siding outside
11. New heating and cooling system
12. Exterior framing and sheathing
13. Sprinkler system service
14. Smoke fire alarm and carbon dioxide
15. Floor trusses repair
16. Supervisor ,overhead, permit
17. Cleaning and finishing

**2. SCOPE OF WORK.** Nadeer Construction Corp will provide all services, materials and labor for the construction of Residential Building described above at the property of Libin Llc Center located at: 957 Prosperity ave st,paul mn 55106 hereinafter referred to as ("Worksite").

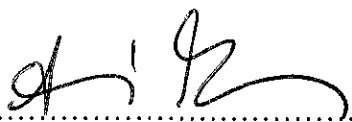
This includes building and construction materials, necessary labor and site security, and all required tools and machinery needed for completion of construction.

Nadeer Construction Corp is only responsible for furnishing any building improvements related to construction of the structure, but not related to landscaping, grading, walkways, painting, sewer or water systems, steps, driveways, patios and aprons, etc., unless they are specifically agreed to in writing.

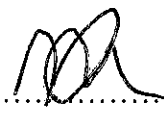
**25. NOTICE.** Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

**26. WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

Nadeer construction corp

 6/7/2019

Libin Llc

 6/7/2019

**19. FORCE MAJEURE.** If performance of this Contract or any obligation there under is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, but not be limited to, acts of God, fire, explosion, vandalism, storm, casualty, illness, injury, general unavailability of materials or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, or other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

**20. DISPUTE RESOLUTION.** The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

**21. ENTIRE AGREEMENT.** This Contract contains the entire Agreement of the parties, and there are no other promises or conditions in any other contract or agreement whether oral or written concerning the subject matter of this Agreement. Any amendments must be in writing and signed by each party. This Agreement supersedes any prior written or oral agreements between the parties.

**22. SEVERABILITY.** If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

**23. AMENDMENT.** This Agreement may be modified or amended in writing, if the writing is signed by each party.

**24. GOVERNING LAW.** This Agreement shall be construed in accordance with, and governed by the laws of the State of Minnesota, without regard to any choice of law provisions of Minnesota or any other jurisdiction.

Construction Corp also agrees to keep the Worksite clean and orderly and to remove all debris as needed during the hours of work in order to maintain work conditions which do not cause health or safety hazards.

**15. UTILITIES.** Libin llc shall provide and maintain water and electrical service, connect permanent electrical service, gas service or oil service, whichever is applicable, and tanks and lines to the building constructed under this Agreement after an acceptable cover inspection has been completed, and prior to the installation of any inside wall cover. Willmar Child Care Center shall, at Libin expense, connect sewage disposal and water lines to said building prior to the start of construction, and at all times maintain sewage disposal and water lines during construction as applicable. Libin Llc shall permit Nadeer Construction Corp to use, at no cost, any electrical power and water use necessary to carry out and complete the work.

**16. INSPECTION.** Libin Llc shall have the right to inspect all work performed under this Contract. All defects and uncompleted items shall be reported immediately. All work that needs to be inspected or tested and certified by an engineer as a condition of any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of construction and before further construction can continue. All inspection and certification will be done at Libin Llc expense.

**17. DEFAULT.** The occurrence of any of the following shall constitute a material default under this Contract:

- a. The failure of Libin Llc to make a required payment when due.
- b. The insolvency of either party or if either party shall, either voluntarily or involuntarily, become a debtor of or seek protection under Title 11 of the United States Bankruptcy Code.
- c. A lawsuit is brought on any claim, seizure, lien or levy for labor performed or materials used on or furnished to the project by either party, or there is a general assignment for the benefit of creditors, application or sale for or by any creditor or government agency brought against either party.
- d. The failure of Libin Llc to make the building site available or the failure of Nadeer Construction Corp to deliver the Services in the time and manner provided for in this Agreement.

**18. REMEDIES.** In addition to any and all other rights a party may have available according to law of the State of Minnesota, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving said notice shall have 15 days from the effective date of said notice to cure the default(s) or begin substantial completion if completion cannot be made in 15 days. Unless waived by a party providing notice, the failure to cure or begin curing, the default(s) within such time period shall result in the automatic termination of this Contract.

Upon completion of the project, Libin Llc agrees to sign a Notice of Completion within ten (10) days after the completion of the contract. If the project passes its final inspection and Libin Llc does not provide the Notice, Nadeer Construction Corp may sign the Notice of Completion on behalf of Libin Llc .

**9. PERMITS.** Nadeer Construction Corp shall apply for and obtain any other necessary permits and licenses required by the local municipal/county government to do the work, the cost thereof shall be included as part of the Payment to Nadeer Construction Corp under this Contract.

**10. INSURANCE.** Before work begins under this Contract, Nadeer Construction Corp shall furnish certificates of insurance to libin llc substantiating that Nadeer Construction Corp has placed in force valid insurance covering its full liability of the State of Minnesota and shall furnish and maintain general liability insurance, and libin llc will provide Risk Building insurance

**11. WORK PRODUCT OWNERSHIP.** Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively the "Work Product") developed in whole or in part by Nadeer Construction Corp in connection with the Services will be the exclusive property of Libin Llc. Upon request, Nadeer Construction Corp will execute all documents necessary to confirm or perfect the exclusive ownership of Libin Llc to the Work Product.

**12. CONFIDENTIALITY.** Nadeer Construction Corp, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Nadeer Construction Corp, or divulge, disclose, or communicate in any manner, any information that is proprietary to Libin Llc. Nadeer Construction Corp and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract.

Upon termination of this Contract, Nadeer Construction Corp will return to libin Llc all records, notes, documentation and other items that were used, created, or controlled by Nadeer Construction Corp during the term of this Contract.

**13. WARRANTY.** Nadeer Construction Corp shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in Nadeer Construction Corp's community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to Nadeer Construction Corp on similar projects. Nadeer Construction Corp shall construct the structure in conformance with the plans, specifications, and any breakdown and binder receipt signed by Nadeer Construction Corp and Libin Llc.

**14. FREE ACCESS TO WORKSITE.** Libin Llc will allow free access to work areas for workers and vehicles and will allow areas for the storage of materials and debris. Driveways will be kept clear for the movement of vehicles during work hours. Nadeer Construction Corp will make reasonable efforts to protect driveways, lawns, shrubs, and other vegetation. Nadeer

**3. PLANS, SPECIFICATIONS AND CONSTRUCTION DOCUMENTS.** Libin Llc will make available to Nadeer Construction Corp all plans, specifications, drawings, blueprints, and similar construction documents necessary for Nadeer Construction Corp to provide the Services described herein. Any such materials shall remain the property of Libin Llc . Nadeer Construction Corp will promptly return all such materials to Libin Llc upon completion of the Services.

**4. COMPLIANCE WITH LAWS.** Nadeer Construction Corp shall provide the Services in a workmanlike manner, and in compliance with all applicable federal, state and local laws and regulations, including, but not limited to all provisions of the Fair Labor Standards Act, the Americans with Disabilities Act, and the Federal Family and Medical Leave Act.

**5. WORK SITE.** Libin Llc warrants that Libin Llc owns the property herein described and is authorized to enter into this contract. Prior to the start of construction, Libin Llc shall provide an easily accessible building site, which meets all zoning requirements for the structure, and in which the boundaries of Libin Llc property will be clearly identified by stakes at all corners of the property. Libin Llc shall maintain these stakes in proper position throughout construction.

**6. MATERIALS AND/OR LABOR PROVIDED.** Nadeer Construction Corp shall provide to Libin Llc a List of each and every party furnishing materials and/or labor to Nadeer Construction Corp as part of the Services, and the dollar amounts due or expected to be due with regards to provision of the Services herein described. This List of materials and/or labor shall be attached to this Agreement as Exhibit A. Nadeer Construction Corp declares, under the laws of the State of Minnesota, that this List is a true and correct statement of each and every party providing materials and/or labor as part of the Services herein described.

Nadeer Construction Corp may substitute materials only with the express written approval of Libin Llc , provided that the substituted materials are no lesser quality than those previously agreed upon by Libin Llc and Nadeer Construction Corp.

**7. PAYMENT.** Payment shall be made to Nadeer Construction Corp, Minneapolis, Minnesota 55404, in the amount of \$225,415 ( Two Hundred Twenty Five and four hundred fifteen dollars ) for to complete renovation the house

Term of Payment

Frist payment \$120,000 Second payment \$50,000 Therd paymet \$50,000 final payment \$5,415 upon completion of the services described in this Agreement.

In addition to any other right or remedy provided by law, if Libin Llc fails to pay for the Services when due, Nadeer Construction Corp has the option to treat such failure to pay as a material breach of this Contract, and may cancel this Agreement and/or seek legal remedies.

**8. TERM.** Nadeer Construction Corp shall commence the work to be performed within 30 days of July1 , 2019 and shall complete the work on or before November 30, 2019, time being of the essence of this contract.