

### Basic Structure Contract

This agreement is made this 29<sup>th</sup> day of March, 2012, by and between Earth Sheltered Technology, Inc., a Minnesota corporation, hereafter referred to as EST, and following party hereafter referred to as "Buyer": XXXXXX XXXXXXXXX, XXXXXXXXXXXXXX, XX XXXXX

EST and Buyer agree as follows:

1. EST shall construct a concrete basic structure on the construction site property described for which Buyer is:

- ☒ Owner of the property  
☐ Owner/General Contractor for the property  
☐ General Contractor for the property Owner

2. **Basic Construction.** EST will construct the Concrete Basic Structure and furnish the concrete, steel, forming system, and labor to build the structure as shown on the drawings and specifications as made a part of this agreement which includes"

1. 2 Modules 2 @ 28'
2.        Lower Modules        @ 28'
3.        Half Modules        @ 28'
4. 3 Overhangs 3 @ 28'
5. 3 Parapet Walls , 3 @ 28'
6. 4 Retaining Walls (156 Sq. Ft. each)
7. All Footings
8. All Frost Footings (As Required)

9. All waterproofing on Basic Structure as per specification

10. \*\*All insulation on Basic Structure (note item 6k)

11. Drain-tile as per specification (note item 6c)

12. 10.5 x 8.5 Flat roof (Kitchen)

13. Interior footing (2' w x 1' deep) 14' long w/ two 9' cross footings

14. Garage wall 46' long w/ two pilasters

15.

16. Note: Structure required two steel support posts furnished by owner

17.

3. **Time of Completion** Subject to the provisions of Article 8, below, EST will substantially complete the Concrete Basic Structure on or before 90 days after starting.
4. **Price and Payment** All materials and labor necessary to complete the Concrete Basic Structure as described above, in accordance with this agreement will be provided by EST for the sum of One hundred fifty six thousand four hundred ninety and no/100-- dollars (\$156,490.00) **Plus the cost of footings as finally determined and change orders if required and made a part of this agreement.** Payment shall be made by the Buyer in accordance with the Payment Schedule attached to this agreement.
5. **Footings** The actual size and extent of the footings needed to hold the extreme weight of the Concrete Basic Structure can only be calculated after soil borings are taken on the construction site. Footings will be constructed in accordance with soil conditions and the final price of the footings will vary according to the amount of material and labor required. A Change Order under Article 10 will be added to this agreement as soon as the footing price is fully determined.

For planning purposes only, EST **ESTIMATES THE APPROXIMATE AVERAGE** price for footings for a Concrete Basic Structure of similar size to be **\$15,050.00.**

6. **Buyer's Responsibilities:** Buyer agrees to provide the following at his or her expense and in a timely fashion:
  - a. Building permits and inspections.
  - b. Necessary prints, drawings, and specifications.
  - c. Preparation of the construction site, including excavation, trenching, water pump-out as required, floor fill, backfill, rock as required for the drainage system, and placement thereof. Excavation must be level within + or - 1" of finished grade. Sand must be furnished to protect the waterproofing material in the event that backfilling material has sticks or sharp rocks. Material for backfilling and a large dozer or track-hoe plus a skid-loader and operator must be on sight to backfill.
  - d. Soil borings and other tests that may be required by law or other accepted construction practices.
  - e. Coordination of work on the construction site between EST and other workmen and contractors.

- f. **Portable toilet facility, in the event that one is not within the immediate proximity (300 feet) of the building site.**
  - g. **Unhindered access to the construction site.**
  - h. **Delivery of materials, if any, to be furnished by the Buyer, including block out material for windows and doors, special arches, vents, pipes and chimneys and any other special materials that may be required that are not covered specifically by this contract. Buyer to furnish trusses and flooring for trusses on two story structures. Skylight lens furnished, if ordered but, installed by carpenter. Solar tubes may be used but are neither sold nor installed by EST. EST will build and place block outs for windows, doors and mod openings in concrete walls.**
  - i. **Provisions on the construction site for placement of waste including concrete pump and truck clean-out.**
  - j. **Readily accessible water, electricity, and phone on the construction site.**
  - k. **Insulation for exposed concrete walls and frost footings (if required) shall be furnished by EST and left on site for installation by the proper tradesman according to instructions by EST.**
7. **EST not a general contractor. It is agreed that EST is to construct only the Concrete Basic Structure as agreed herein. No other labor, materials or services will be furnished or contracted for by EST except as expressly agreed on a change order added to this agreement under Article 10. On occasion EST may advise Buyer with respect to the hiring of other contractors, workmen, or suppliers, however, EST shall not be responsible for contracting with, supervising, or paying such other parties, or for the quality of their workmanship or materials.**
8. **Delays. EST shall not be held accountable for any delays caused in whole or in part by the Buyer's failure to meet the requirements of Article 6, above; caused by any other breach of this agreement by the Buyer; caused by fire, flood, storm, or natural disaster; caused by strike or other labor dispute; caused by the acts of orders of any government authority; or caused by any other person or instrumentality beyond the control of EST.**
9. **Winter Construction. If any of the work under this agreement is performed between the dates of November 15 to April 30, inclusive, the provisions of this paragraph shall apply. It is understood that snowfall, ice, freezing and thawing ground, low temperatures, travel conditions, or government**

imposed road restrictions may delay the work and may necessitate extra labor and materials to protect the construction site and allow the work to proceed, and that such condition may worsen as the winter season goes on. If the original period for the completion of the work, as stated in Article 3, falls within winter condition construction dates the price agreed upon in Article 4 shall include reasonable measures recommended by EST to deal with expected normal winter conditions up to the date of completion. In the event of severe winter conditions or in the event that work is delayed into winter dates, or during winter is delayed so that EST, labor and materials needed to protect the construction site or to allow work to proceed shall be treated as an extra under Article 10, below. EST shall, in such event, advise Buyer of the extra labor and materials deemed necessary to meet such winter conditions. If Buyer does not agree to the Change Order which implements the measures recommended by EST, measures shall not be put into effect, but EST shall have no liability for delay or damage resulting from such conditions.

10. **Change Orders.** All extras, deletions, or modifications to the scope of work stated in Article 2 shall be stated in writing on a change order including:
- a. A description of the addition, deletion, or modification.
  - b. The price shall increase or decrease for implementing the change.
  - c. Any delay in the Article 3 completion date.
  - d. Signature of both Buyer and EST.

All extras, deletions, and/or modifications shall be priced on a time and material basis, including EST's customary overhead and profit, unless otherwise so stated in the Change Order.

If the Buyer gives direct instructions to any employee, subcontractor or supplier of EST, resulting in extra labor or materials, without obtaining the agreement of EST in the form of a written Change Order, Buyer shall be responsible for the price of such labor and materials as though the written Change Order covering such extras had been made in accordance with this Article.

11. **Limited Warranty.** EST warrants work done pursuant to this agreement in accordance with the statutory warranties, and subject to the exclusions and other provisions set forth in Minnesota Statutes Chapter 327a, and similar provisions governed by the state in which construction is to be done. A copy of EST's said statutory warranty will be provided upon request by Buyer. **THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, COVERING ANY LABOR OR MATERIALS FURNISHED BY EST. THIS WARRANTY GIVES YOU SPECIFIC**

**LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.**

**12. General Conditions.**

- a. This agreement, together with the Payment Schedule, drawings and specifications and any Change Order made in accordance with Article 10, is the entire agreement between EST and Buyer. All other statements, oral agreements, or negotiations are superseded by this agreement.
- b. As used herein, the singular term Buyer includes the plural if more than one party enters into this agreement as Buyer, and the term shall apply to each such party.
- c. Nothing contained in this agreement shall be construed to in any way limit EST's rights under the Minnesota Mechanics Lien Law (Minnesota Statutes Chapter 514.)
- d. Drawings and specifications may show or describe other work that is not to be performed by EST. In the event of any inconsistency or conflict between this agreement and the drawings and specifications, this agreement shall control.
- e. Payments as indicated on the Payment Schedule are due and payable immediately upon completion of said labor and/or materials covered by that particular payment, and delay or non-payment by the Buyer, may be construed as a breach of this agreement, and may cause an immediate work stoppage, at the discretion of EST. Damages or delays caused by non-payment of said request shall in no way be construed as the fault of responsibility of EST.
- f. If any provisions of this agreement are held to be non-enforceable by operation of law, the remainder of this agreement shall nevertheless remain valid and shall be enforced insofar as it is practical and consistent with deletion of the unenforceable provision.

Articles 1 through 12 and including provisions for Change Orders and a Payment Schedule shall constitute the governing portion of this agreement.

X  
Buyer

EARTHSHELTERED TECHNOLOGY, INC.

by \_\_\_\_\_

X  
Buyer

its \_\_\_\_\_

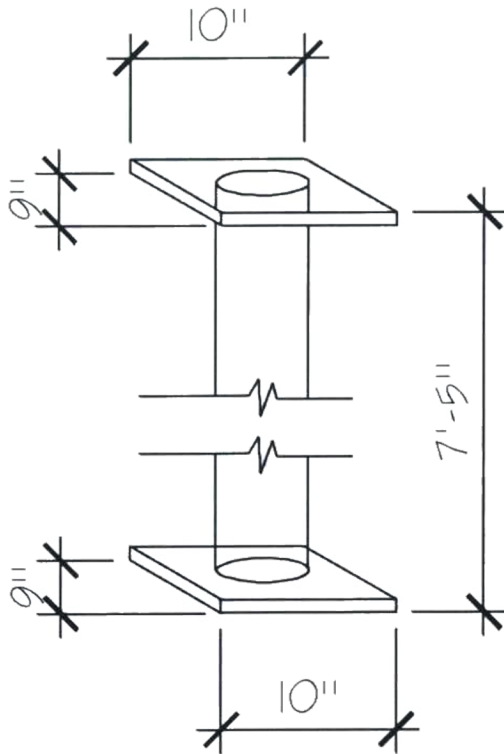
**PAYMENT SCHEDULE**

**XXXXX XXXXXXXX**

**March 29, 2012**

Basic Structure Contract	\$171,540.00
Down Payment Paid	\$20,000.00
Balance down Payment due	\$0.00
Balance on payment schedule	\$151,540.00

PAYMENT NO.	PAYMENT DUE AFTER----	PAYMENT DUE	LESS PERCENT DOWN PAYMENT	NET AMOUNT DUE	BALANCE
1	AFTER MOD FOOTINGS ARE POURED	\$8,820.00	\$1,030.00	\$7,790.00	\$143,750.00
2	AFTER FIRST MOD IS POURED	\$52,000.00	\$6,065.00	\$45,935.00	\$97,815.00
3	AFTER SECOND MOD IS POURED	\$46,000.00	\$5,365.00	\$40,635.00	\$57,180.00
4	AFTER BALANCE OF FOOTINGS ARE POURED	\$6,230.00	\$725.00	\$5,505.00	\$51,675.00
5	AFTER FLAT ROOF AND GARAGE WALLS ARE POURED	\$18,490.00	\$2,155.00	\$16,335.00	\$35,340.00
6	AFTER RETAINING WALLS ARE POURED	\$12,000.00	\$1,400.00	\$10,600.00	\$24,740.00
7	AFTER INSULATING, WATER- PROOFING AND DRAIN TILE	\$28,000.00	\$3,260.00	\$24,740.00	\$0.00
		\$171,540.00	\$20,000.00	\$151,540.00	
	DUE TO THE LAPSE TIME OF THE MAIL, AND THE BANK'S HOLDING OF PERSONAL CHECKS, WE PREFER THAT ALL FUNDS ARE WIRE TRANSFERRED DIRECTLY TO OUR BANK.				
	NOTE: WE DO NOT SEND INVOICES. PAYMENTS ARE DUE IMMEDIATELY UPON COMPLETION OF EACH PHASE. DELAY IN PAYMENTS MAY CAUSE WORK STOPPAGE!!!!				



### NOTE:

OWNER TO SUPPLY 7'5" X 6"  
 SCHEDULE 80 HEAVY DUTY  
 BLACK IRON PIPE W/ 1/2" PLATE  
 TOP & BOTTOM.  
 10" X 9" PLATE WELDED SAME  
 DIRECTION EA. END.

## 1 STEEL POST DETAIL

SCALE: 1/2" = 1'-0"