CONSTRUCTION AGREEMENT

WITNESSETH:

WHEREAS, Owner desires for Contractor to construct, and Contractor desires to construct a building, as further detailed herein, and related improvements ("Project") on the property ("Property") owned by Owner located off of Ball Ground Hwy, Ball Ground, Cherokee County, Georgia, being more particularly described in Exhibit "A" attached hereto and made part hereof by this reference, which project shall be constructed in accordance with the plans and specifications ("Plans and Specifications") attached to this Agreement as Exhibit "B" and incorporated herein by this reference, and in accordance with the terms, provisions and conditions set forth in this Agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby covenant and agree as follows:

1. AGREEMENT TO CONSTRUCT. Contractor agrees to construct for Owner, and Owner agrees to pay Contractor for construction of the Project on the Property in accordance with the Plans and Specifications and on and subject to the terms, provisions and conditions contained in this Agreement.

2. COMPENSATION OF CONTRACTOR.

- A. Owner agrees to pay Contractor per the agreed upon and signed draw schedule attached hereto as Exhibit "C" and made a part hereof by reference.
- B. The amounts listed on Exhibit C include compensation to Contractor for all material and labor required to complete the Project. The Contractor's right to reimbursement or payment provided for in this Section 2 is subject to the following general limitations:
- (1) Title to all materials and supplies for which Owner reimburses or pays Contractor shall vest in the Owner. At the completion of the Project, or when no longer required, Contractor. shall deliver possession of all such materials and supplies not used in the Project to Owner.
- (2) Contractor shall not be reimbursed or paid for any general overhead expenses, including, without limitation, the following: expenses or salaries of Contractor's executive officers or salaries of any employee in the main office of the Contractor; any part of the Contractor's fixed capital, including interest on the capital, or any monies borrowed by the Contractor; cost to Contractor of the supervision of construction activities both in the field and offsite by executive officers and office personnel; or the Contractor's federal of state income taxes.
- C. All payments and reimbursements to the Contractor shall be made in accordance with this Paragraph, as follows:
- (1) In the event Owner fails to pay contractor the amounts stated in the draw schedule on or before the date when due, and such payment is not forthcoming within fourteen (14) business days thereafter, Contractor, at Contractor's election, may either (i) cease work under this Agreement until such time as the amounts listed in the draw request together with all other amounts to which Contractor is entitled under this Agreement are paid to Contractor; (ii) terminate this Agreement by written notice to Owner in which event Owner shall remain obligated to pay Contractor all

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amounts to which Contractor is entitled under this Agreement; or (iii) proceed with the Project, provided that the Owner shall remain obligated to pay contractor the amounts stated in the draw request together with all other amounts to which Contractor is entitled under this Agreement, Contractor being entitled to cease work or terminate the Contract at any time thereafter if payment of all said amounts have not been made at the time Contractor ceases work or terminates this Agreement. Notwithstanding the foregoing remedies, Owner shall be required to pay any and all interest accrued by the supplier on the account at the rate stated in such supplier's invoice.

- 3. CONSTRUCTION. Contractor covenants with Owner to furnish Contractor's best skill and judgment in connection with construction of the Project and to cooperate and work with Owner and all of Owner's representative in good faith. Owner covenants and agrees to cooperate and work with Contractor and all of contractor's representatives in good faith in connection with construction of the Project. Contractor further agrees to furnish an adequate supply of construction equipment, workmen and materials, and to perform and to construct the Project in as expeditious and as economical a manner as is reasonable under all the circumstances.
- 4. CHANGES IN PLANS AND SPECIFICATIONS. Owner shall be entitled to change the Plans and Specifications at any time following the Date of this Agreement, provided however that Owner shall pay Contractor a change order fee of \$200 per change order (not per item). All such changes shall be by written change orders from Owner to Contractor. In addition to the change order fee above, Owner shall be obligated to pay Contractor for all costs and expenses resulting from any such change in the Plans and Specifications in accordance with the procedure set forth in Section 2 of this Agreement.
- 5. TIME OF COMMENCEMENT AND COMPLETION. Contractor agrees to and shall commence construction of this Project by no later than 14 days after the building permit is

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obtained. Contractor agrees to prosecute construction of the Project diligently and in good faith and complete the Project within six months of obtaining the building permit from the City of Ball Ground. In the event that the Project is not completed within six months of the commencement date, Contractor agrees to reimburse Owner for any additional expenses charged to Owner as a result of the delay. Upon completion of the Project, Contractor shall give Owner written notice thereof.

- 6. LABOR AND MATERIALS. Contractor shall provide labor, materials, equipment, tools, construction equipment and machinery, transportation and other facilities and services necessary for the proper execution and completion of the Project. Contractor shall at all times enforce discipline and good order among Contractor's agents and employees and shall not knowingly employ in connection with the construction of the Project any unfit person or anyone not reasonably skilled in the task assigned to him.
- 7. INSURANCE. Contractor shall provide workmen's compensation insurance covering its employees with bodily insurance limits as required by the laws of the State of Georgia. Contractor shall furnish Owner with a certificate of the insurance company or companies issuing the aforementioned policy or policies of insurance certifying that Contractor has such insurance in force. Contractor shall also carry public liability insurance, as well as any other insurance required by law, which shall continue in force until the completion of the Project, and if Contractor is required to sublet part of the Project to a third party, Contractor shall see that said third party shall likewise meet all insurance requirements contained herein.
- 8. THIRD PARTY LIABILITY. Contractor shall be liable for all damages to third parties caused by or arising out of any acts done by Contractor, or its employees and/or subcontractors. Contractor agrees to indemnify Owner from and against all damages or claims for damages made

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by third parties that are caused by or arise out of Work done by Contractor or its employees and/or subcontractors.

- 9. WARRANTIES TO OWNER. All guarantees, warranties or bonds of and for material and workmanship running in favor of any subcontractor or Contractor shall be assigned, if assignable, to Owner on or before completion of construction. Contractor shall, at Contractor's sole cost and expense and if not covered by a guarantee, warranty or bond previously assigned to Owner, make all necessary repairs, replacements and corrections as shall become necessary by reason of faulty workmanship or material which appear within one (1) year from the date Contractor sends Owner a notice of completion of the Project. Notwithstanding anything contained in this Section to the contrary, Contractor makes no warranty and shall not be responsible for any costs or expenses as a result of defective workmanship or materials in equipment or systems manufactured by a third party and installed by Contractor or by any subcontractor employed by Contractor in the Project past the one year date of move in.
- 10. DISCHARGE OF LIENS. Contractor shall timely pay all subcontractors and vendors on the Project. In the event that any liens are filed against the Property, Contractor shall discharge of record by bond or otherwise within ten (10) days following the date whereupon Contractor learns of the filing of any mechanic's or similar lien filed against the Property or the building for work or materials claimed to have been furnished at Contractor's instance to or for the benefit of Contractor and/or the Property or the building. If Contractor shall fail to cause such lien or claim of lien to be so discharged or bonded within such period, in addition to any other right or remedy Owner may have, Owner may, but shall not be obligated to, discharge such lien or claim of lien by paying the amount claimed to be due or by procuring the discharge of such lien or claim of lien by deposit in court or by bonding, and, in any event, Owner shall be entitled, if Owner so elects, to compel the

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prosecution of any action for the foreclosure of such lien or claim by the lienor or claimant and to pay the amount of the judgment, if any, in favor of the lienor with interest, costs and allowances. Contractor shall be liable to Owner, on demand and from time to time, for any sum or sums so paid by or on behalf of Owner and all costs and expenses incurred by Owner, including, but not limited to, attorney's fees in prosecuting such discharge or in defending any such action. Contractor agrees to provide Owner with written notice of any lien filed against the Property or the building promptly upon Contractor's obtaining actual knowledge of such lien.

- 11. PERMITS, FEES, AND NOTICES. Contractor shall secure and pay for the building permits and for all other permits and governmental fees, licenses and inspections necessary for the proper execution and completion of the construction work. Contractor shall comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority relating to the performance of the construction work. If the Contractor performs any construction work contrary to such laws, ordinances, rules, regulations, and lawful orders, Contractor shall assume full responsibility therefore and shall bear all costs attributable thereto for any normal building permits. Any special permits or county, state or federal circumstances shall be paid for by the buyer if required.
- 12. USE OF SITE. Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Plans and shall not unreasonably encumber the site with any materials or equipment.
- OWNER'S REMEDIES. In the event Contractor fails to perform all of Contractor's obligations and duties in accordance with the terms, provisions, and conditions of this Agreement, Owner shall be entitled to avail itself of any or all remedies to which Owner is entitled under this Agreement, at law or in equity.

- 14. CONTRACTOR'S REMEDIES. In the event Owner fails to perform all of Owner's obligations and duties in accordance with the terms, provisions and conditions of this Agreement, Contractor shall be entitled to avail itself of any or all remedies to which Contractor is entitled under this Agreement, at law or in equity.
- 15. LITIGATION COSTS AND EXPENSES. In the event of any controversy, claim, dispute, or litigation between the parties hereto to enforce or interpret any of the terms, provisions, and conditions of this Agreement or any right of either party hereto, the non-prevailing party to such controversy, claim, dispute or litigation shall pay to the prevailing party all of the prevailing party's costs and expenses, including reasonable attorney's fees, incurred in connection therewith by the prevailing party and including, without limitation, fees incurred during the trial of any action or fees incurred as a result of any appeal from a judgment entered in such litigation.
- 16. ENTIRE AGREEMENT; MODIFICATION. This Agreement supersedes all prior discussions and agreements between the parties with respect to the sale, purchase and construction of the Project. This Agreement contains the sole and entire understanding between the parties with respect to the transactions contemplated by this Agreement and all promises, inducements, offers, solicitations, agreements, representations, and warranties heretofore made between the parties, if any, are merged into this Agreement. This Agreement shall not be modified or amended in any respect except by written instrument executed by or on behalf of the parties in the same manner as this Agreement is executed.
- 17. ASSIGNMENT. This Agreement, or any interest herein, may not be assigned by either Owner or Contractor without first obtaining the written consent of the non-assigning party, which consent shall not be unreasonably withheld.

- 18. BINDING EFFECT. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their heirs, successors, administrators, executors and assigns.
- 19. ASSURANCES. On and after the date of this Agreement, Owner and Contractor shall, at the request of the other or representatives of the other, make, execute and deliver or obtain and deliver all such affidavits, certificates, resolutions, and other instruments and documents, and shall do or cause to be done all such other things which either party may reasonably require to effectuate the provisions and the intention of this Agreement.
- 20. SEVERABILITY. In the event any provision or portion of this Agreement is held by any Court of competent jurisdiction to be invalid or unenforceable, such holdings shall not affect the remainder hereof, and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provision or portion never been a part hereof.
- 21. CAPTIONS. All captions, headings, paragraphs, subparagraphs, letters, and other reference captions are solely for the purpose of facilitating reference to this Agreement and shalt not supplement, limit or otherwise vary the text of this Agreement in any respect. All references to particular paragraphs and subparagraphs by number refer to the text of the paragraphs or subparagraphs so numbered in this Agreement.
- 22. GENDER. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words of a singular number shall be held to include the plural, and vice-versa, unless the context requires otherwise.

- 23. EXHIBITS. Each and every Exhibit referred to or otherwise mentioned in this Agreement is attached to this Agreement and is and shall be construed to be made a part of this Agreement by such reference or other mention at each point at which such reference or other mention occurs, in the same manner and with same effect as if each Exhibit were set forth in full at length every time it is referred to or otherwise mentioned.
- 24. REFERENCES. All references to paragraphs or subparagraphs shall be deemed to refer to the appropriate paragraph or subparagraph of this Agreement. Unless otherwise specified in this Agreement, the terms "herein", "hereof', "hereinafter", "hereunder" and other terms of the like or similar import, shall be deemed to refer to this Agreement as a whole, and not to any particular paragraph or subparagraph hereof.
- 25. RIGHTS CUMULATIVE. Except as expressly limited by the terms of this Agreement, all rights, power and privileges conferred hereunder shall be cumulative and not restrictive of those provided at law or in equity.
- 26. NOTICES. All notices, requests, demands or other communications required or permitted to be given hereunder shall be in writing and shall be addressed and delivered to each party and each party's legal counsel at the addresses set forth below. Any such notice request, demand or other communication shall be considered given or delivered, as the case may be, on the date of receipt. Rejection or other refusal to adept or inability to deliver because of changed address of which proper notice was not given shall be deemed to be receipt of the notice, request, demand or other communication. By giving prior written notice thereof, any party may from time to time and at any time change its address for notices hereunder. Legal counsel for the respective parties may send to the other party any notices, requests, demands or other communications required or permitted to be given hereunder by such party.

Page 9 of 11

Construction Agreement – Railroad Model Club of Atlanta, Inc. – North Georgia Design & Construction, Inc.

a. To Owner

Railroad Model Club of Atlanta, Inc.

135 Robinwood Ct. Roswell, GA 30075

b. To Contractor:

North Georgia Design & Construction, Inc.

420 San Nolsen Rd. Conton, GA. 30114

- 27. COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same agreement.
- 28. TIME OF ESSENCE. Time is and shall be of the essence of this Agreement.
- 29. APPLICABLE LAW. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia.
- 30. FORCE MAJEURE. Contractor shall be excused for the period of any delay and shall not be deemed to be in default with respect to the performance of any of the terms, provisions and conditions contained in this Agreement when prevented from doing so by a cause or causes beyond contractor's or Owner's control, which shall include, without limitation, governmental regulations or controls, fire or other casualty, inability to obtain any materials, acts of God, or any other cause not within the reasonable control of Contractor or Owner.
- 31. ADDITIONAL ATTACHMENTS. Attached hereto as Exhibit "D" is the RMCA Ball Ground Project Plans. In addition to Exhibit "B", Exhibit "D" represents the site plans for the grading, erosion control, contours, roads, and additional building construction detail that are to be

Page 10 of 11

Construction Agreement – Railroad Model Club of Atlanta, Inc. – North Georgia Design & Construction, Inc.

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completed by NGD&C pursuant to this agreement. If there is any conflict between Exhibit "B" and Exhibit "D" regarding construction of the building, Exhibit "B" shall control. Additionally, attached hereto as Exhibit "E" is the site plans for the Merrell Warehouse to clarify or to further describe the Industrial Park.

IN WITNESS WHEREOF, the parties have signed and sealed this Agreement as of the date first above written.

OWNER:

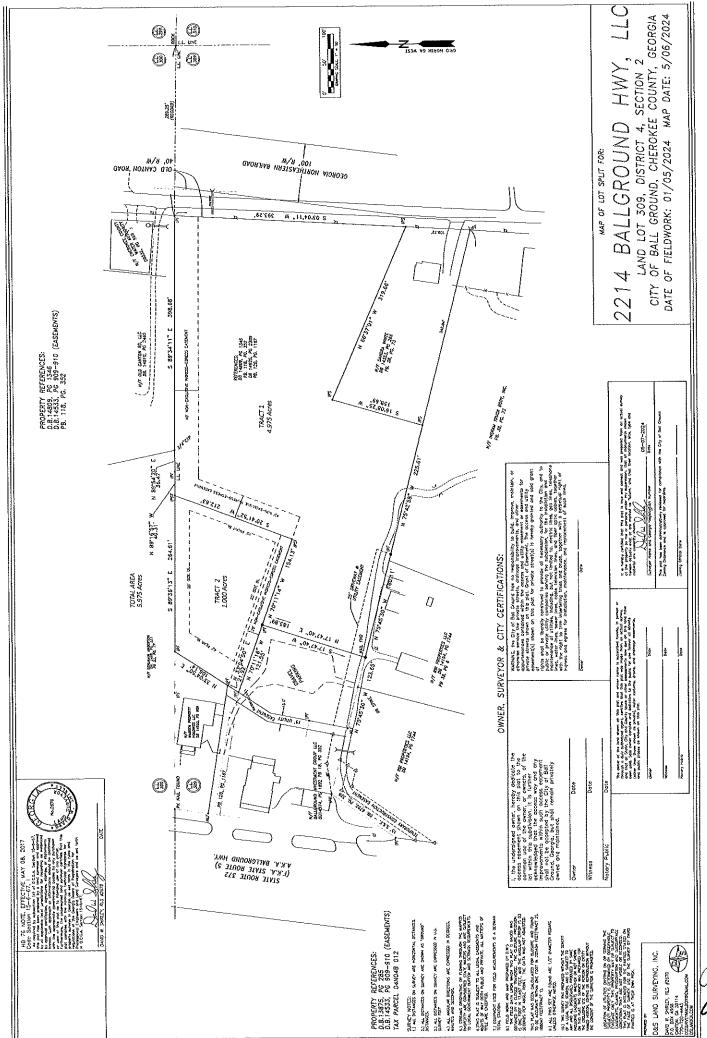
Railroad Model Club of Atlanta, Inc. Dagado Date

CONTRACTOR:

North Georgia Design & Construction, Inc. Date

EXHIBIT "A" TO CONSTRUCTION AGREEMENT PLAT OF OWNER'S PROPERTY

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EXHIBIT "B" TO CONSTRUCTION AGREEMENT

PLANS AND SPECIFICATIONS

SELLER, CONTRACTOR, ENGINEER; NORTH GEORGIA DESIGN AND CONSTRUCTION, INC (HEREIN REFERRED TO AS NGD&C). PURCHASER: RAILROAD MODEL CLUB OF ATLANTA, INC (HEREIN REFERRED TO AS RMCA)

BUILDING

Construct an engineered 7200 square foot building foundation with column footings, a monolithic perimeter turndown, and rebar reinforced with #4 rebar @48" spacing each way.

Provide and erect a 60x120x16 Elite pre-engineered metal building with 4/12 sloped roof, 6" roof insulation, R-19, 4" wall insulation, R-13, 26 Ga R panel standing seam roof and erection (see Elite building plan attached).

The building will have 1 rollup door installed in the railroad/warehouse section as shown on the floor plan attached. The door will have an electric motor kit installed and electric drop. In the tenant/warehouse area 1 rollup door installed as shown on the floor plan.

The front of the building designated as the tenant section and the railroad entrance side will have a 6'x7' storefront door installed as shown on the floor plan.

The tenant's front entrance will have 4 3'x5' windows installed.

4' high brick section with a cap on top will be constructed around the entire outside of the building.

5' concrete sidewalks installed up against building at the following locations:

- 1. The Tenant's side (east side of building)
- 2. RMCA's front door entrance side (south side of the building)

As shown on RMCA Building Project plans Exhibit D

3. Optional: The west end of the building if RMCA elects to pay an additional \$1800 above the purchase price of the building to NGD&C at the time the other 2 sidewalks are scheduled.

An 8'x8' concrete pad at the RMCA rear door of the northside of the building and one at the RMCA west side rear door if there is no sidewalk installed.

12 bollards painted yellow will be installed around all building corners, 8" diameter schedule 40 steel pipe, 6' 8" long with 2'-8" buried into the ground surrounded by concrete below ground and filled with concrete.

Gutters will be installed alongside the end walls of the entire building with the appropriate downspouts.

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5 security lights will be installed on the outside walls of the building.

The building will be pre-wired for security, cable, phone and internet in the tenant and railroad sections. If a fire alarm system is required by any governing city or county, RMCA and NGD&C will equally divide the costs of the system,

The railroad will have a vented outlet outside the building for duct work for a paint booth on the side where the restrooms are located or at a location that is preferable by RMCA.

Wall outlets inside the building will be increased by 30 each than shown on the floor plan and will be no less than 6' feet apart in the railroad section. However, there may be 4 GIF floor outlets installed in lieu of several of the additional wall outlets. One enclosed outside outlet on the tenant and railroad sections.

Install a full height 1 hour firewall between tenant and railroad sections of building as shown on floor plan with a block out for a fire wall rated door.

The floors in the entire building will be covered with an epoxy floor coating.

The outside paint is the charcoal gray and brick color and grade as the model building of SE Restoration in Holly Springs, Ga.

All interior walls and any trim of the building will be painted an off white color chosen by RMCA.

SITE IMPROVEMENTS

The site will be cleared, graded and erosion controlled.

Install adequate storm water management. Landscape the retention pond to a natural appearance and use the existing ravens and contours as much as possible. Install a fence around the retention pond in compliance with all applicable governmental laws and regulations.

At the end of the existing pavement at the south-west corner of the RMCA lot, Install 24'concrete road around the property that provides ingress and egress from Ball Ground Highway and Old Canton Road to the RMCA building and is shared with the Merrell and Jordhoy buildings. The location of the concrete road shall match the location of the ingress/egress easement as shown on the site plans and recorded plat of the property. The road will be the same elevation and or contour as the RMCA parking lots of the building to ensure large trucks and vehicles can safely enter and leave these parking lots.

Install electric, gas, water, and sewer utilities connected to the RMCA building. (coordinate, security, cable, phone, and internet installation). The gas line will be installed by the gas company at their costs. RMCA and NGD&C will split the cost to install the gas line with a maximum amount for RMCA to pay of \$3000.00, which amount shall be in addition to the cost of the construction of the building.

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The lot for the RMCA building will be no less than 1 acre in size and not be subject to any liens, encumbrances and easements when conveyed to RMCA. The lot will be located as identified and described on the map of lot Recombination described as 2214 Ball Ground Highway, LLC. Plat is attached hereto and further describes the building as 60x120 feet.

Construct 20 paved parking spaces and 5 or more gravel spaces around the west end of the building for parking. Install appropriate handicap spaces and signs as required by the city, county or state law.

PLANS AND ENGINEERING

NGD&C will provide all planning and engineering plans and all city of Ball Ground required site, grading, erosion control and any other building plan (See Site Building Plans). RMCA will receive a stamped set of the plans upon approval.

ELECTRICAL SPECIFICATIONS

Install:

400-Amp panel in Railroad area and 200-amp sub-panel in Tenant area.

Subject to the approval of Georgia Power, building will have 3 phase power,

208 and or 240 vac dedicated single phase subpanel with separate metering and service for the designated tenant area and their own HVAC and utilities.

GFCI outlet for each bathroom.

1 ventilated fan-light combo for each bathroom.

6' spacing for wall outlets in the Railroad section. 30 additional outlets. However, there may be 4 GIF floor outlets installed in lieu of several of the additional wall outlets. One outside covered outlet on the tenant and railroad sections.

12 circular hi-day LED lights 3 per bay (See Floor Diagram).

Install 1 large fan in the railroad and tenant sections that are located for the best circulation of air for the sections.

HVAC

Install:

Commercial grade heat pump(s) with air conditioning and gas energy heating installed in the Railroad section rated for 5400 Sq. Feet. At least 25 tons/AC with air ducts in the ceiling with vents and duct work to all the bathrooms. Thermostat that works with Google remote.

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Tenant area 150,000 BTU heat in warehouse and 2 1/2 ton HVAC with ducts and vents in offices and finished areas and bathrooms. Separate thermostat in tenant area that works with Google remote control.

PLUMBING

Install:

- 4 Toilets (2 in Tenant area and 2 in Railroad area per floor diagram with hardware and handicap signs. See floor diagram.
- 4 Sinks in Restroom areas
- 2 -40-gallon commercial grade hot water heaters.
- 1 Drinking Fountain
- 1 Utility Sink in the Railroad area near restrooms or in an area that is preferable to RMCA.

Install outdoor freeze free water faucets on the front, side and rear of the building.

Separate sewage clean outs and water meters for Tenant and RMCA warehouse spaces.

TENANT FINISH (FRAMING AND DRYWALL)

Construct:

- 2 8'x8' Handicap Restrooms
- 2 12'x12' offices
- 1 Reception and Hallway {See Floor Diagram}

Install all door hardware, room hardware, handicap signs and paint all walls and trim.

RAILROAD FINISH

Wood Framing Like SE Restoration or Drywall

Construct:

2 8'x8' handicap Restrooms. Install all door hardware, room hardware, paint and handicap signs.

SIGNAGE

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Signage space will be provided above the 6'x7' entrance doors for tenants and RMCA and a 6'x4' concrete monument will be constructed so the monument can be seen from Ball Ground Highway and located at the SW corner of the entrance to the building. The monument will have an electrical line run to it for lighting that will be paid by RMCA in addition to the contract purchase price. All of these will have to be approved by the City of Ball Ground.

WARRANTY

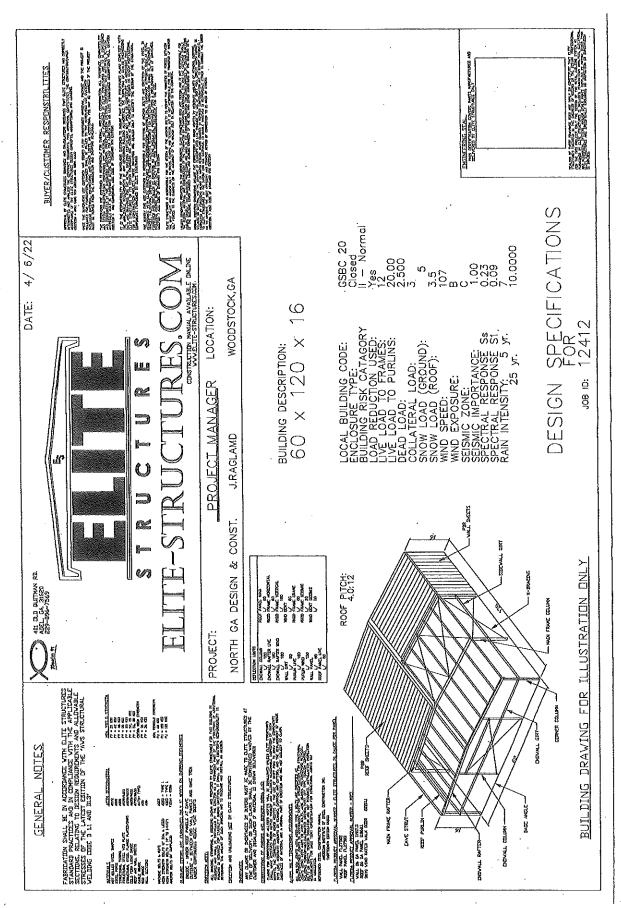
Building 30 years.

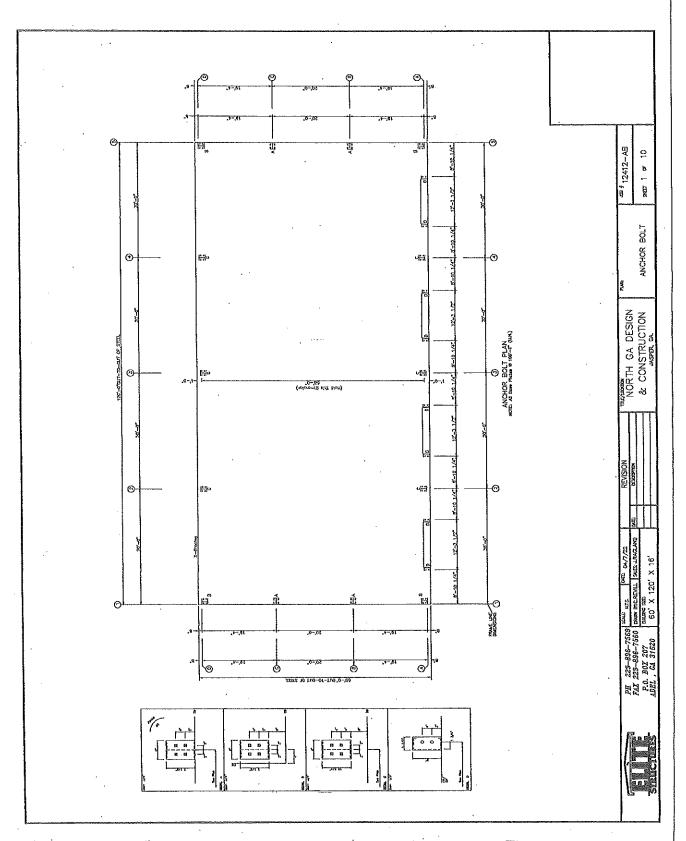
Site, foundation and concrete work 12 years.

HVAC- individual manufacturer's warranty.

PLUMBING 12 years.

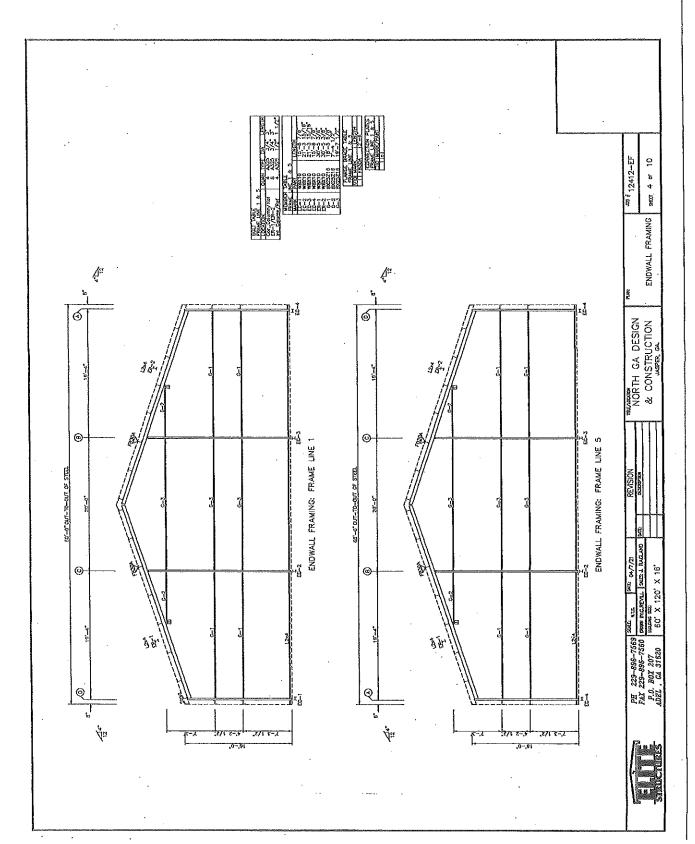
ELECTRICAL 12 Years.



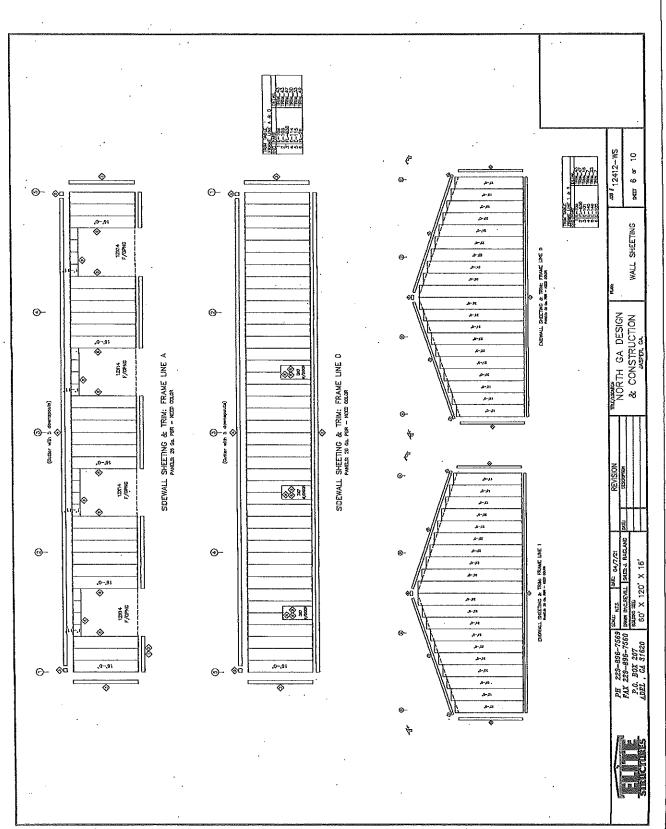


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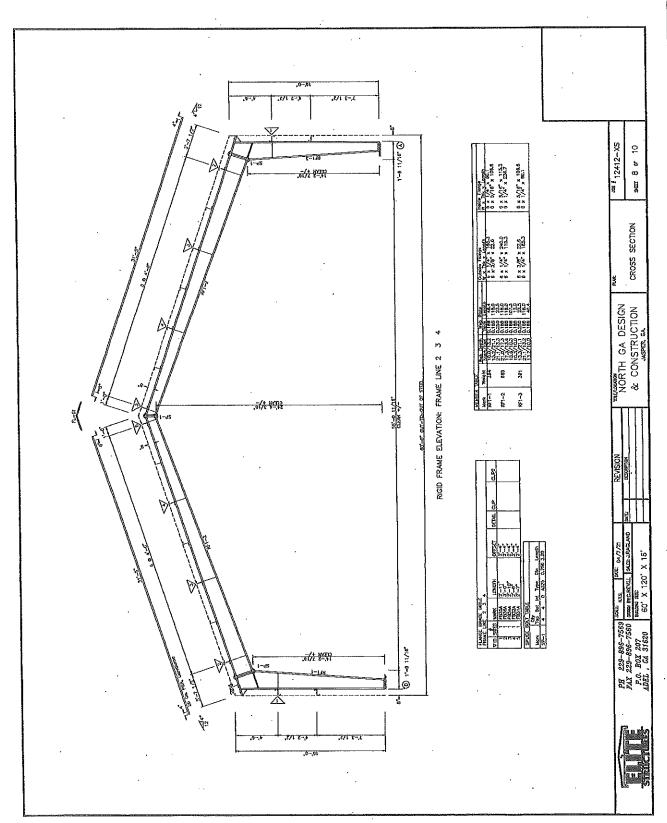
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EXHIBIT "C" TO CONSTRUCTION AGREEMENT

DRAW SCHEDULE

Owner shall pay to Contractor the following amounts upon the full completion of the work to the left of the amount owed.

- 1.0 Clear, Grade, Stormwater- \$ 79,466.00
- 2.0 Foundation- \$ 80,000.00
- 3.0 Building Delivery- \$ 105,367.00
- 4.0 Building Erection and Accessories- \$ 100,367.00
- 5.0 Site Improvements- \$ 35,000.00
- 6.0 Paving-\$ 70,000.00
- 7.0 Framing and Rough-In Mechanicals- \$ 82,800.00
- 8.0 Interior Finish- \$ 19,000.00
- 9.0 Landscape- \$ 8,000.00
- 10.0 Completion of Project- \$ 114,500.00

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EXHIBIT "D" TO CONSTRUCTION AGREEMENT RMCA BALL GROUND PROJECT PLANS

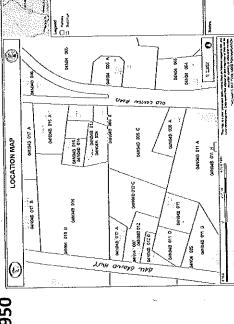


3 Site plans Pages 2,3,4

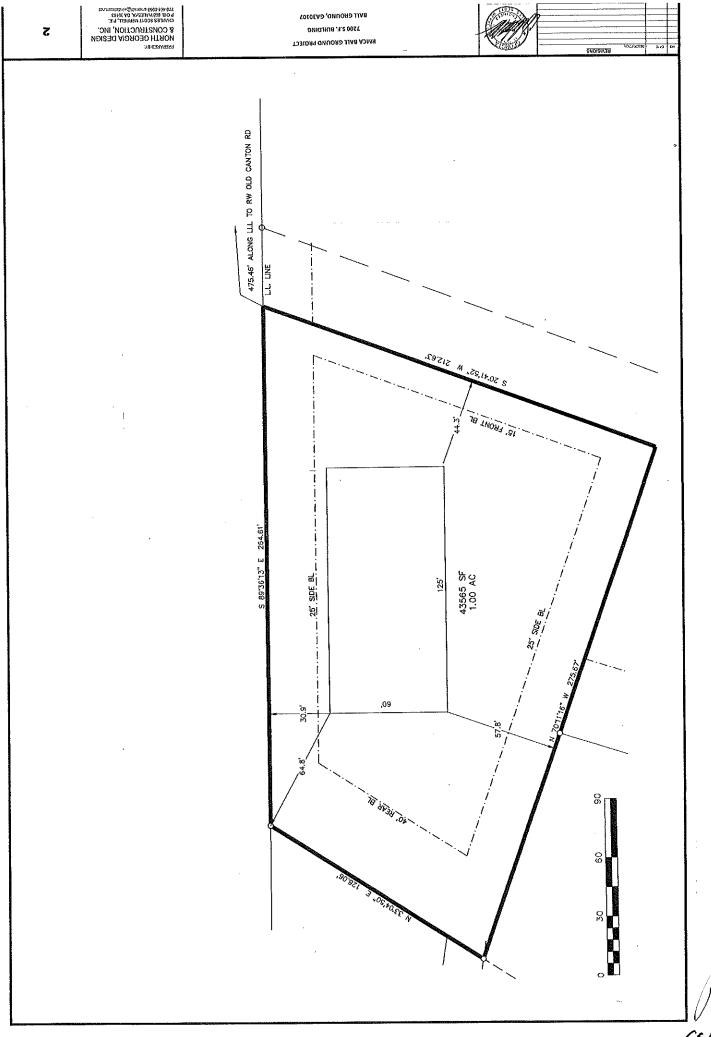
RMCA BALL GROUND PROJECT **BALL GROUND, GA 30107** 7200 S.F. BUILDING **BALL GROUND HWY**

NORTH GEORGIA DESIGN AND CONSTRUCTION CANTON, GEORGIA 30114 **420 SAM NELSON RD** B⊀

SCOTTMERRELL01@GMAIL.COM, 770-401-0950



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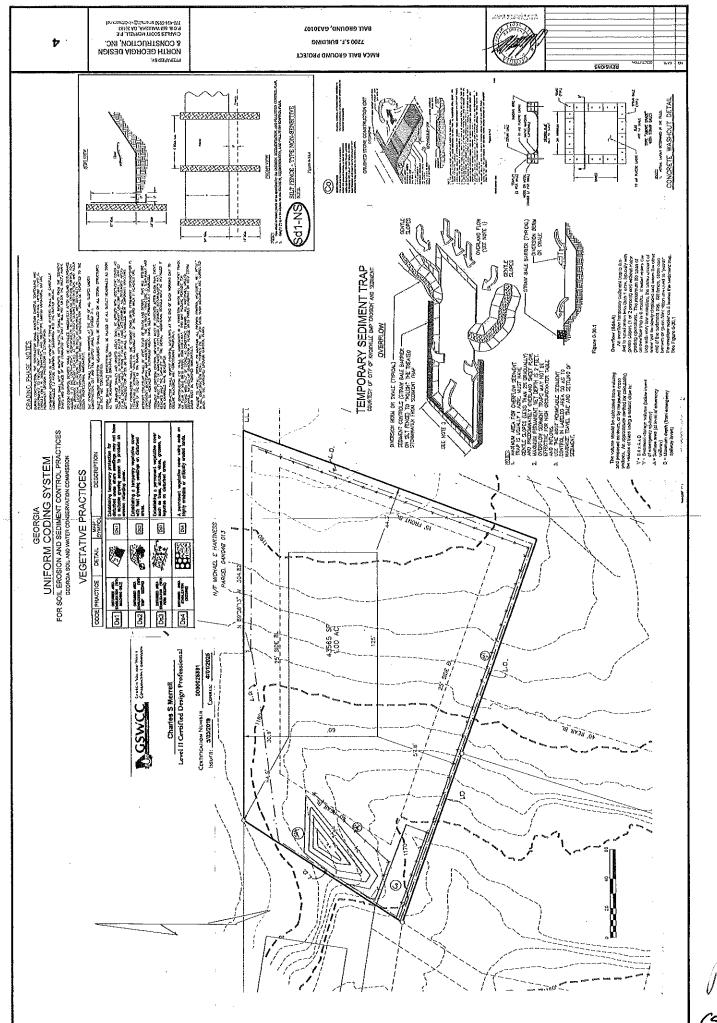
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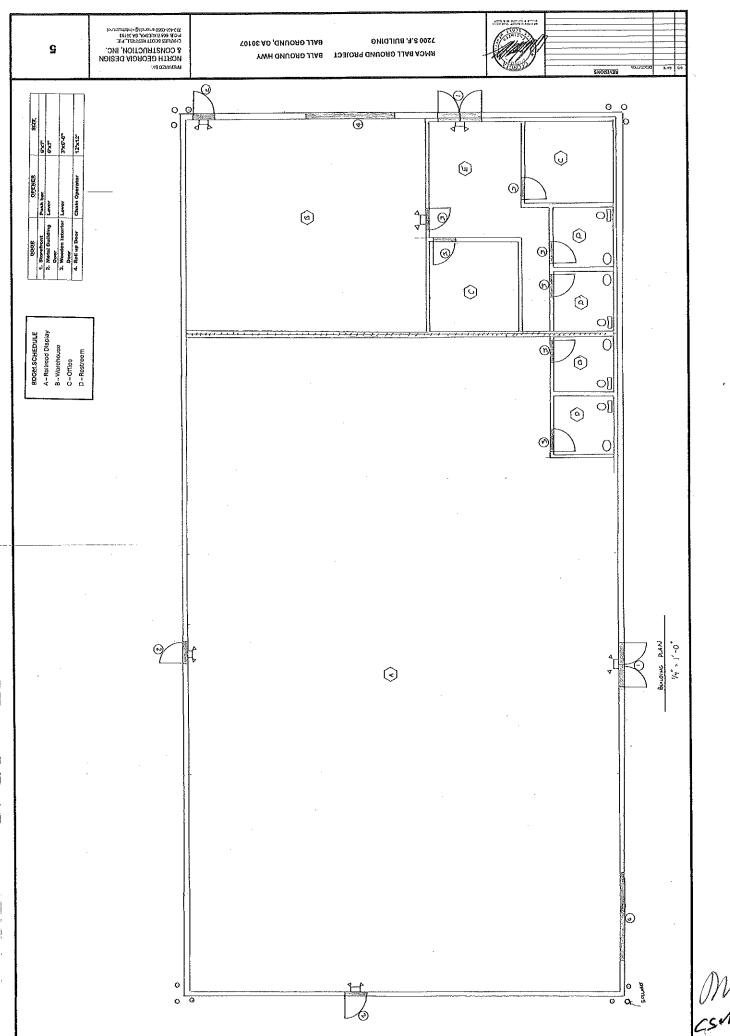
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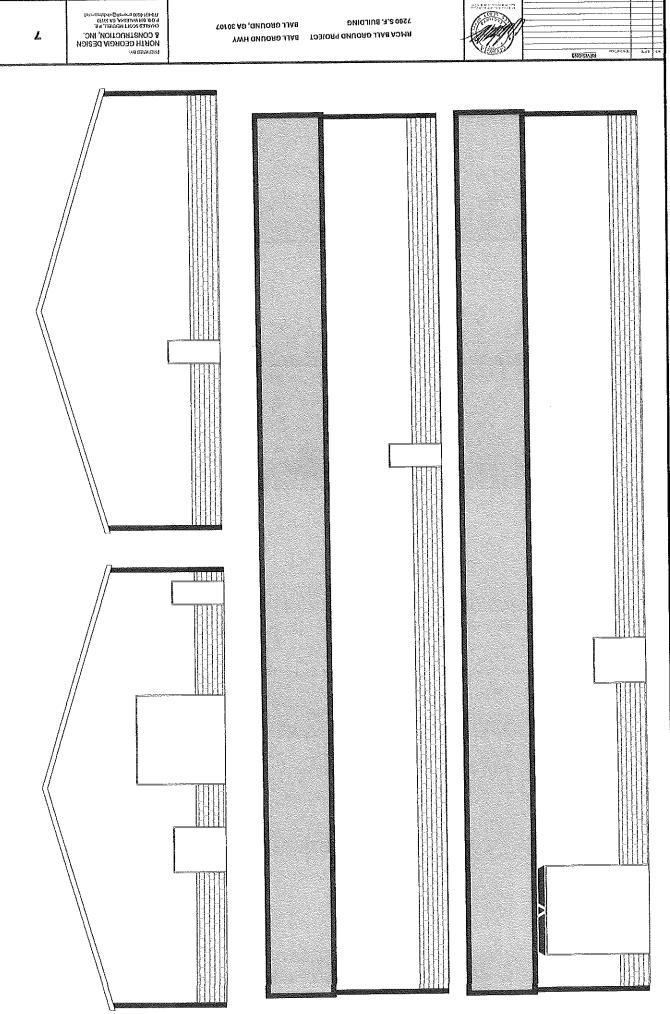
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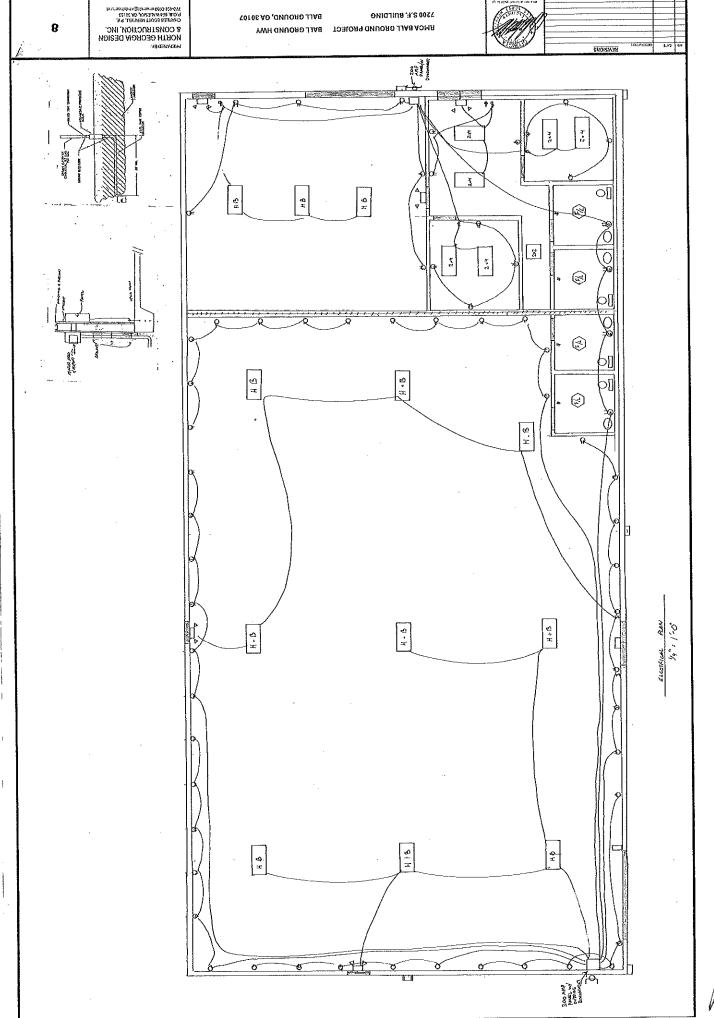
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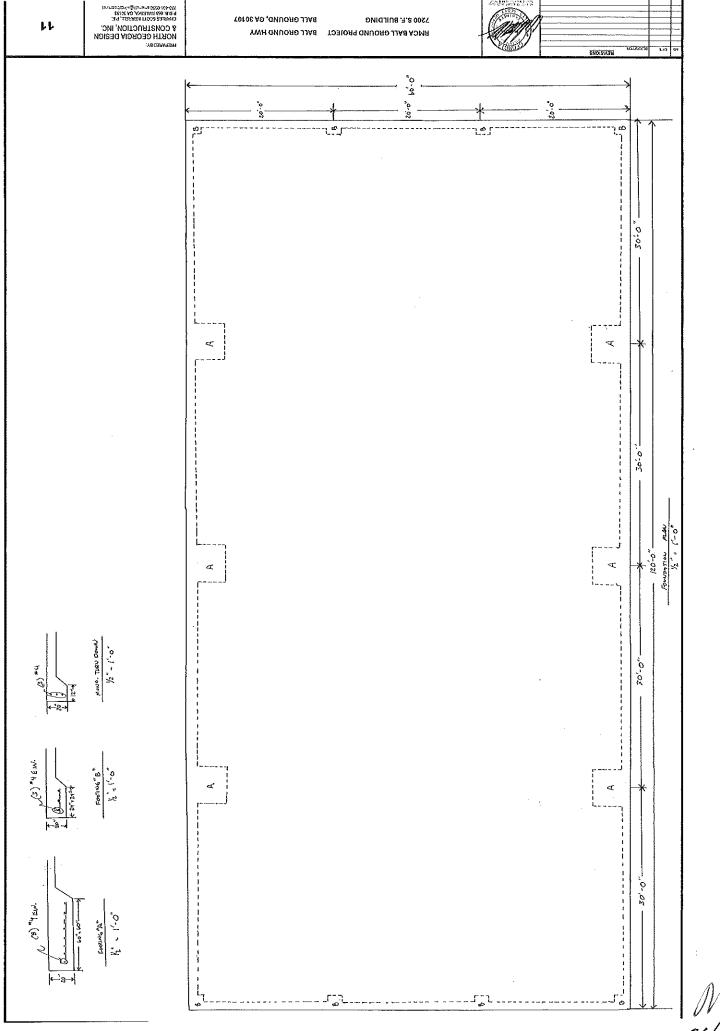
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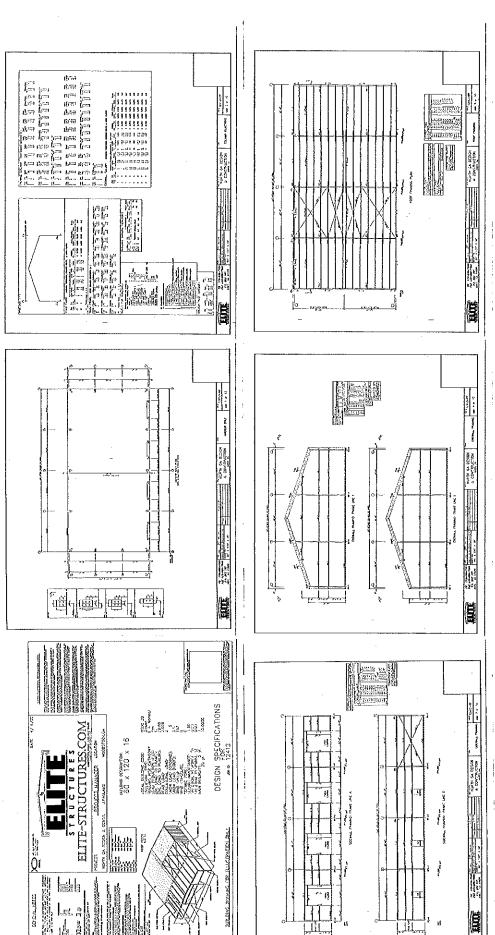
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ВАЕТ ВКОПИР, ОА 30107

PREMED BY:

R CONSTRUCTION, INC.
CHARLESCOT REREEL, PE
NOB KRIVILES, CONSTRUCT

NORTH GEORGIA DESIGN

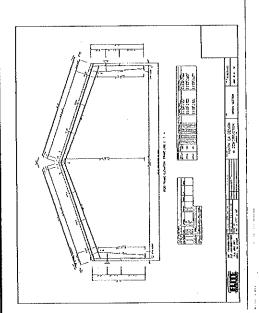
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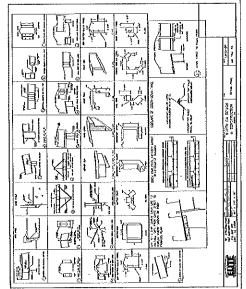
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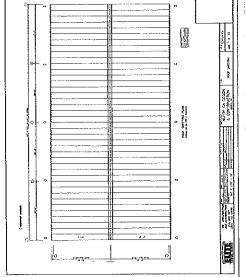
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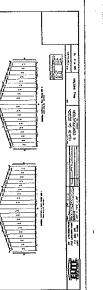
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7200 S.F. BUILDING









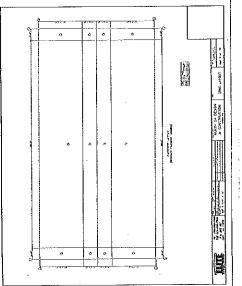
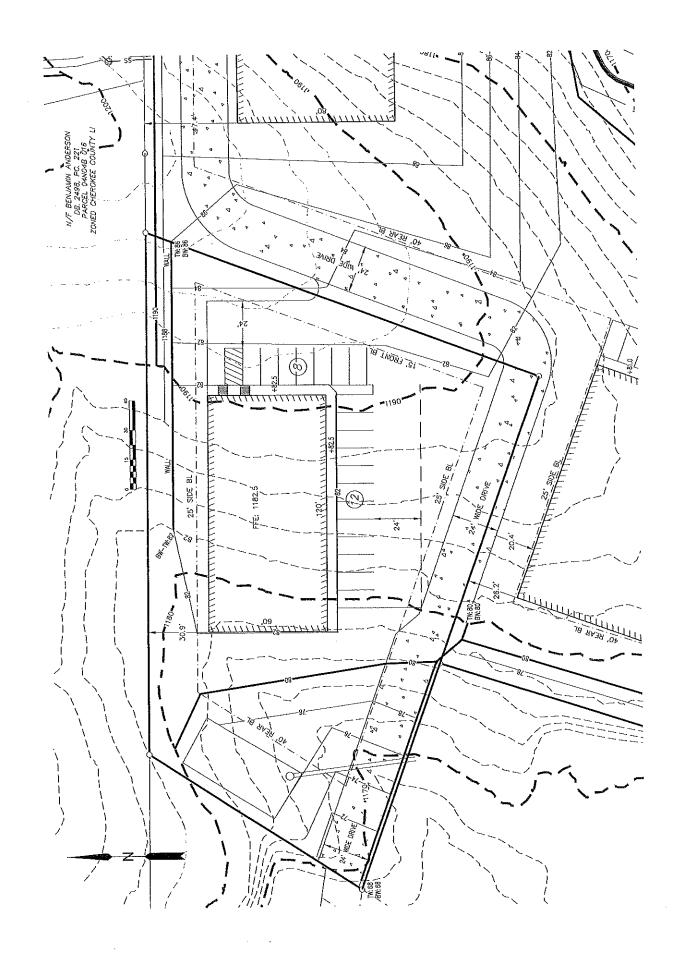


EXHIBIT "E" TO CONSTRUCTION AGREEMENT SITE PLANS FOR THE MERRELL WAREHOUSE







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