

- b. All bills, including all the due, promissory notes, certified or PFI letters of credit, and all other documents submitted (e.g., bills of exchange, issued by the Bank or the L/C, including transfers of the bill), if any, resulting from the financing under the contract;
- c. All bills, promissory notes, and other documents submitted to the Bank;
- d. Bills of Lading of Cargo and the bills of exchange thereon;
- e. Other contracts submitted for the purpose of securing payment to the Bank.

V. Contractor's Risk.

The Contractor shall remain fully and severally liable for the full amount of the contract under this agreement up to the amount for the Financing Facility and shall be held responsible for any damage or obligations of the third parties from construction to third parties. The Contractor shall be held responsible for the safety, protection, security, and maintenance of the structure, third parties, and the public at large, as well as the Safety, the project completion, and the fact to be affected by the construction work.

The Contractor hereby consents with the Financing Facility to transfer all other claims (over- and underbills) with the proceeds of the Contract.

The Contractor shall accept the full and unconditional liability to the Financing Facility through the duration of the project.

VI. Payment

The Financing Facility consents to pay the Contractor in consideration of the execution and completion of the works and the servicing of debenture bonds, the Contract Price or such other sums as may become payable under the provisions of the Contract and to withhold payment of the Contract Price from any payment made.

VII. Liquidated Damages

The Contractor has to substantially reduce 10% or all of the works under the contract specified in the Contract unless it may proceed hereafter otherwise if any, the Financing Facility will, within 10 days after the date specified under the Contract and under the applicable law, deduct from the Contract Price, as liquidated damages, the contract sum of one tenth (10%) of the Contract Price of the total of the uncompleted portion by every day of delay until the delivery is completed.

VIII. Settlement of Disputes

Every dispute or difference of any kind or amount shall arise between the Financing Facility and the Contractor in connection with or arising out of the Contract, be given final and exclusive jurisdiction to resolve disputes and disputes referred to which constitutes:

Dispute shall be resolved in accordance with Article 38 of the International Contract Rules of 2014.

[Handwritten signatures and stamps in blue ink]

Subcontracting any interests in 13852007, FORM, CO 30766, and
central to perform that respective company under the Contract unless
they otherwise agree and the Proceeding Party shall use the Contract
any Subcontractor.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be
signed, executed and delivered by the one of its Parties as the one and the same
date.

For the Proceeding Party:


STEPHEN A. O'NEIL, JR.

Company President

Title: VP/CEO

Location: San Antonio, TX

Date of: 10/10/11


Witnessed by:

Witnessed by:
Witnessed by:

For the Contractor:

By:
JOHN MAR T. HANDELING

Authorized Contracting Officer

Signature: John M. Handling

Title: Contracting Officer

Date of: 10/10/11


Witnessed by:

Witnessed by:
Witnessed by:

Print Available


LISA S. PUGH
Witnessed by:

ACKNOWLEDGMENT

Name of the Plaintiff |
Address of Home Office |
Name of the Defendant |

WHERE BE, a State of Florida, do hereby certify, publicly known, **WILFRIDO A. DE NOME, JR.** of the State of Florida, who appeared to me in and before me, do hereby certify, publicly known, and **ITEN RAE I. HARBING** of **HARBING CONSTRUCTION** who appeared to me in and before me, do hereby certify, publicly known, that they have agreed to sign the same for and in behalf of their respective parties.

The foregoing instrument, contents of the (3) pages, including this page in which the acknowledgment is written, copied by the parties and their respective witnesses at each of their own paper folders, and results in the Contract of Agreement for **CONSTRUCTION SERVICES**.

WITNESSE MY HAND AND SEAL, on this _____ day of _____ 2018, at _____, Florida.

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Sheet of 1

Notary Public

[Signature]

[Signature]

[Signature]

[Signature]