

CONSTRUCTION AGREEMENT

THIS AGREEMENT is made as of the 10th day of March 2008 ("Effective Date") by and between:

ISLAMIC CENTER OF THE EAST VALLEY, a non-profit organization with offices at 425 N. Alma School Road, Chandler, AZ 85224 (hereinafter "ICEV"); and,

MARS ENTERPRISES, L.L.C., an Arizona limited liability company with address at P.O. Box 12703, Chandler, AZ 85254 (hereinafter "Mars").

Whereas, it is the intention of the ICEV to obtain the services of MARS in connection with the construction of its facility on Alma School Road.

Whereas, MARS desires to perform such construction in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, the parties hereto, for mutual and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

1. Definitions.

- 1.1 "Project Site" means the Islamic Center of the East Valley located at 425 N. Alma School Road, Chandler, AZ 85224.
- 1.2 "Drawing" means the construction drawing approved by the City of Chandler for the Project Site.
- 1.3 "Building" means the existing structure on the Project Site.

2. Contract Services

- 2.1 **Retention.** ICEV hereby retains MARS as of the Effective Date and for the Term of this Agreement to provide construction-related services at the Project Site.
- 2.2 **Scope of Work.** MARS shall provide services as set forth in the attached schedule or schedules, as may be modified from time to time according to the provisions of this Agreement for modification as set forth herein below.
- 2.3 **Deliverables.** Upon completion of each Phase or as otherwise set forth in the attached schedules, MARS will produce or will have previously produced the Deliverables to ICEV.

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3. Compensation

- 3.1 Quotations.** Prior to each Phase, MARS will provide to ICEV a quotation which will include an estimate of the time and financial charges to ICEV required for completion of the Phase.
- 3.2 Payment.** ICEV shall pay MARS according to the provisions of the schedule or schedules attached hereto and made an integral part hereof.

4. Term and Termination.

- 4.1 Term.** The term of this Agreement (the "Term") shall be one (1) year from the Effective Date, or upon completion of all tasks and the delivery of all Deliverables under this Agreement, including all schedules, whichever occurs later, whereupon it shall expire.
- 4.2 Parties' Right to Terminate.** Either Party may terminate this Agreement at any time, with or without cause, by providing written notice to the other Party of such termination. In the event of termination by ICEV, ICEV shall pay to MARS, within ten (10) business days of providing written notice, the entire amount owed to him based upon the percentage of work completed as of the date of notice and as otherwise governed by this Agreement.
- 4.3 Responsibilities Upon Expiration or Termination.** Upon expiration or in the event of termination by either party, MARS shall deliver, within ten business days of such expiration or termination, a single copy of the drawings, keys to the building, and documents related to inspection and testing.
- 4.4 Non-Waiver Upon Termination.** If termination by either party is for cause, nothing herein shall waive, disclaim, or relinquish any claim, defense, remedy, right, or entitlement that such party may otherwise have.

5. Miscellaneous.

- 5.1 Full Integration.** This Agreement constitutes the sole and entire agreement and understanding between the parties with respect to the subject matter of it. This Agreement, including its attachments, supersedes and cancels any and all prior or contemporaneous written or oral agreements and understandings, and except as otherwise stated herein. This Agreement may not be amended or otherwise modified in any way without the express written and signed agreement of the parties hereto.
- 5.2 Illegality, Severability.** If for any reason any portion of this Agreement is deemed by a court of competent jurisdiction to be illegal, void or unenforceable, then the offensive provision or provisions shall be deemed stricken and the remainder of the Agreement shall be given full force and effect.

5.3 Choice of Forum and Law. This Agreement shall be interpreted according to the laws of the State of Arizona as to state law, and the laws of the Ninth Circuit for matters of federal law. Any dispute, claim or controversy involving the interpretation, performance or non-performance, breach or other issue arising under or relating to this Agreement or the relationship of the parties appurtenant to it shall be addressed solely before a court in Maricopa County, Arizona.

5.4 Independent Contractor. MARS is and shall remain an independent contractor with respect to ICEV. Nothing herein is intended to or shall constitute or create any other relationship, including but not limited to any employment relationship, agency relationship, joint venture, partnership, or the like.

5.5 Interpretation. The Parties have had ample opportunity to review this Agreement. The Parties agree to be treated equally in its interpretation and that the rules of contract construction favoring one party over another shall not apply.

IN WITNESS WHEREOF, the Parties hereto, themselves or through their duly authorized representatives, have caused this Agreement to be executed as of the date identified below.

Mars Enterprises, L.L.C.

Islamic Center of the East Valley

Sign: _____

Sign: _____

Print: _____

Print: _____

Position: _____

Position: _____

Islamic Center of the East Valley

Islamic Center of the East Valley

Sign: _____

Sign:  _____

Print: _____

Print: ZAID K. CHOWDHURY

Position: _____

Position: Trustee, ICEV

STATEMENT OF WORK SCHEDULES

SCHEDULE 1

Scope of Work

MARS will provide labor, material, and equipment to complete the following deliverables at the Project Site. All work will be done based on the approved Drawing.

Deliverables

- Complete exterior walls on all sides of the building with stucco (sand finish) and paint.
- Provide paint bands of different colors instead of tile band on the exterior wall.
- Provide and install exterior doors and windows of the Building.
- Provide and install a total of nineteen (19) exterior metal grills as shown in the Drawing.
- Complete the portion of the parking lot till the north end of the Building. The total approximate area of the parking lot is fourteen thousand (14,000) sq. ft.
- Complete an approximately twenty-five (25) foot driveway from Alma School to the south of the Building, including sidewalk and curbs. The driveway will lead into the parking lot.
- The reception area (approx 1200 sq. ft.) on the 1st floor of the Building will be completed with lights, sprinklers, air condition, and room-finishes pertaining to the ceiling, walls and floor.
- Carpet will be installed in the reception area.
- Men and women bathrooms as well as wudu areas will be completed as shown in the Drawing.
- A five (5) ton air-condition unit will be provided and temporarily installed on the balcony of the Building to cool down the reception area.
- Water, sewer, power, and telephone utility lines will be installed and brought to the Building (see Assumptions section regarding these items).
- Provide and install parking lights on the south and west side of the Building till the north end of the Building. We estimate a total of twelve (12) pole and eight (8) surface-mounted lights to be installed.
- Provide and install one electrical panel (200 Amps) to supply electricity inside the Building and to the air condition unit.
- Doors with locking mechanism will be installed to the basement.
- All unused areas of the building will be sealed off.
- Only gravel will be used to cover landscaping area on south side that is not covered by parking lot. No additional landscaping will be provided.

MARS shall pay taxes associated with the materials and equipment that it provides in connection with this project (e.g., MARS shall pay sales tax associated with materials purchased for this project).

Exclusions, Requests, Limitations, and Assumptions

- No work will be done in the main hall area, under the balcony in the main hall, on the building roof, and the corridor of the main hall.
- No work will be done in the basement.
- No work will be done on any of the stairs in the building.
- No work will be done for Minaret (tower).
- No work will be done in the balcony.
- No work will be done in the north side of the parking lot.
- All materials and fixtures utilized will be of reasonable quality and prices.
- MARS has assumed that power will be obtained from the existing APS Electrical pole at the site. If APS moves the electric poles, it may result in some delays and costs that are beyond the control of MARS.
- MARS has also assumed that the sewer line which is buried in the site is connected to the main (street) city sewer line. If the sewer lines are not connected to the main city sewer, MARS will provide ICEV with an amendment to cover the additional costs.

Any items not explicitly outlined in the "Deliverables" section of this document will not be constructed in this Phase.

Compensation Under Schedule 1

The Contract Amount for completion of the Schedule 1 deliverables shall be five hundred thousand US dollars (\$500,000.00). MARS will submit invoices to ICEV based on progress and needs and ICEV shall pay these invoices within ten (10) business days of receipt of the invoice. If ICEV does not pay the invoiced amount within the ten (10) business day timeframe, MARS shall have the right to cease work on the project immediately and without penalty.

ICEV shall pay MARS a non-refundable retainer in the amount of ten-thousand US dollars (\$10,000.00) each month beginning on May 1, 2008 and continuing for each month thereafter until completion of the Project. This retainer shall serve as an offset against the Contract Amount. However, as stated prior herein, the retainer is non-refundable, even in the event of project hold-up or termination.

MARS reserves the right to revise its contract price after one calendar year from the Effective Date of this Agreement.

Timeline for Completion of Deliverables

MARS agrees to complete the deliverables outlined in this Schedule 1 within six (6) months of receiving notice to proceed from ICEV, provided, of course, that ICEV has the requisite funds to proceed.

Future Work

MARS currently anticipates that the overall price to finish the ICEV project as per the Drawings will be approximately one million dollars (\$1,000,000.00). However, nothing herein binds MARS to this price / work and this price is not to be treated as a quotation, merely as a best guess based on currently available information. Over the course of the next few months, MARS intends to provide a formal quotation to ICEV for the remainder of the work.

ACKNOWLEDGEMENT AND AGREEMENT

Each Party acknowledges that it has read and understood this Schedule 1 of the Construction Agreement between ICEV and MARS and the terms and conditions set forth in it, and that it accepts these terms and conditions, and hereby enters into the agreement as set forth in this Schedule.

Mars Enterprises, L.L.C.

Sign: _____

Print: _____

Position: _____

Islamic Center of the East Valley

Sign: _____

Print: _____

Position: _____

Islamic Center of the East Valley

Sign: _____

Print: _____

Position: _____

Islamic Center of the East Valley

Sign: Zaid Chowdhury

Print: ZAID CHOWDHURY

Position: Trustee, ICEV