INDEPENDENT SUBCONTRACTOR AGREEMENT

This Independent Subcontractor Agreement (the "Agreement") is made as of _____, 201__, between (AMC REO Inc)(**ASSET MANAGEMENT AND CONSTRUCTION**)("Contractor"), and _____ ("Subcontractor") (Contractor and Subcontractor are referred to collectively as the "Parties").

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and the mutual agreements set forth herein, the Parties agree as follows:

1. Payment.
Contractor shall pay Subcontractor for its services. Full payment for services is subject to work orders being turned in on time with all required photos and documents. If sent back for a follow up, Subcontractor will return to the property at its own cost until all requirements are fulfilled. All work orders are due on the due date listed on the work order by 9pm. If no such due date is present, it is due within 48 hours or two calendar days from date of receipt. Extensions may be granted but all extension requests must come in writing with the corresponding approval in writing. Contractor will email detailed updates on all work orders every 24 hours to be eligible for extension.

Generally, Contractor shall pay Subcontractor for services completed, per work order, forty-five (45) to sixty (60) days after accepted final documentation. Payment schedule for Subcontractor is as follows; first payment period is mailed on the 1st of the month and the second payment period mailed on the 15th of the month. Each check will include the previous periods verified payments, for services completed, which are received from the clients up to two (2) days before Subcontractor scheduled payment date. At times, clients may withhold payments for reasons beyond the control of Contractor. Therefore, Contractor shall have the right to withhold payment to Subcontractor until it has received payment from the client for the work in question. Subcontractor shall have no claim for interest or any other damages resulting from any such delay.

In the event that Subcontractor fails to complete work orders on time and include all required photos and documentation, Contractor is authorized to take the following action and/or impose the following penalties:

1. On-time – No penalties
2. Late – Possible penalties, chargebacks, and or reassignment.

Contractor reserves the right to chargeback to Subcontractor any fees incurred from reassigning work not performed satisfactorily or work that was accepted by Subcontractor but not performed in a timely manner. Such chargebacks will include, but not be limited to, deducting amounts owed to Subcontractor from previous work orders to satisfy costs incurred to reassign work.

2. Independent Contractor Relationship.

The Parties agree that each job contracted out to Subcontractor shall be on a job-by-job basis and that this Agreement shall govern all transactions between the Parties. The Parties intend that this Agreement shall create an independent contractor relationship between them. Contractor is interested only in the results achieved by the services of the Subcontractor; the manner of legally achieving those results is the responsibility of the Subcontractor, except that Subcontractor must act in a professional and responsible manner that reflects positively on Contractor. Subcontractor is not an agent or employee of Contractor for any purpose. Contractor is not responsible for deducting, and shall not deduct, from payments to Subcontractor any amounts for withholding tax, FICA, insurance or other similar items relating to Subcontractor or Subcontractor's employees. Subcontractor shall be solely responsible for deducting and paying such items. Neither Subcontractor nor Subcontractor's employees shall be eligible or entitled to any of the benefits to which employees of Contractor may be entitled on the account of Contractor, such as worker's compensation, unemployment compensation, insurance, paid vacations, paid holidays, pension, profit sharing, Social Security, and other benefits that may be available.

This Agreement is not intended to be, nor shall it be considered, a joint venture, partnership or other business relationship between Contractor and Subcontractor, and neither party shall have the right or obligation to share any of the profits or bear any of the risks or losses of the other party. Contractor does not assume any responsibility to Subcontractor for any costs, expenses, risks or liabilities associated with this Agreement or the work performed hereunder.

This Agreement is not exclusive. Contractor reserves the right to engage the services of other independent subcontractors to perform similar services in Subcontractor's area, and Subcontractor reserves the right to perform similar services for others.

3. Confidentiality.

Subcontractor acknowledges that during the duration of this Agreement, Subcontractor will have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, data, communications, and records, including, but not limited to, knowledge of business models and methods, customer lists, and accounts which shall be deemed "Confidential Information." Subcontractor agrees that it will not transfer, disclose or distribute any of the Confidential Information, in any form or communication directly or indirectly, or use any such Confidential Information in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this engagement with Contractor. Subcontractor shall not retain, transfer, disclose or distribute any copies of the Confidential Information without Contractor's prior written permission. Upon the expiration or termination of this Agreement, or whenever requested by Contractor, Subcontractor shall immediately deliver to Contractor all such files, records, documents, specifications, information, and other items in Subcontractor's possession or control.

4. Term.

This Agreement is effective as of the date stated above and shall continue in full force and effect until either party cancels the Agreement upon thirty (30) days prior written notice to the other party. However, in the event that Subcontractor fails to perform any work in a timely and

professional manner, Contractor shall have the right to immediately terminate the Agreement upon written notice to Contractor.

5. Fraud.

The submission of duplicate or fraudulent photos by Subcontractor will result in the immediate termination of this Agreement and possible legal action.

6. Contractor's Responsibilities and Obligations.

a. Contractor shall designate a representative who has authority to issue and approve changes in the scope of work, render decisions promptly, and furnish information expeditiously.

b. Contractor shall cause its employees and other persons subject to Contractor's control to comply with all reasonable requests and directions of Subcontractor relating to safety precautions for the work.

c. Contractor shall pay Subcontractor for the work completed pursuant to Section 1 of this Agreement.

7. Subcontractor's Responsibilities and Obligations.

a. As soon as reasonably possible after receiving a work order from Contractor, Subcontractor must use the system set up by Contractor to confirm receipt of work orders. Failure to respond in a timely manner may result on Contractor reassigning the work orders to a third party. The parties intend for Subcontractor to complete all work orders submitted by Contractor. However, in the event that Subcontractor for any reason cannot complete the work described in a given work order, Subcontractor must immediately advise Contractor that it is declining the work order.

b. Subcontractor will promptly and diligently, within the time requirements set forth in the work order, perform all work in a legal, professional and workman like manner. Subcontractor shall adhere to the investor/insurer guidelines governing the work order being completed. These guidelines include, but are not limited to, FHA, VA, Fannie Mae, Freddie Mac, etc. It is Subcontractor's responsibility to know the latest guidelines and keep apprised of any changes or revisions. Subcontractor hereby warrants that the work shall be free from any defects, and if any defects shall exist, Subcontractor shall at its own cost and expense make any necessary repairs. Subcontractor further warrants that it holds all necessary licenses, including, but not limited to, a state or city approved contractor's license.

c. Subcontractor will complete all work and submit any necessary photographs and documentation by 9:00 p.m. (PST) on the due date set forth in the work order.

i. Photographs of the completed work must substantiate the work done to Contractor's good-faith approval.

ii. The failure to submit photographs of the completed work may result in penalties, chargebacks and reassignment of the work order. *See supra* Section 1.

d. All photos and documentation shall be submitted When completion of work, Same Business Day

e. Any sub-standard work, as judged by Contractor in good faith, will be charged back to the Subcontractor.

f. Under no circumstances may Subcontractor file, or cause to be filed, a lien upon any properties where services were performed pursuant to this Agreement. Subcontractor acknowledges that such action would constitute a breach of this Agreement and the agreement(s) between Contractor and the client, and may result in significant damage to Contractor's business.

g. Under no circumstances may Subcontractor contact any bank, realtor or occupant affected by this Agreement without the prior, written permission of Contractor. All communication shall be directed to the Contractor.

h. Under no circumstances may Subcontractor enter a property without a valid work order. Furthermore, once Subcontractor has completed the work set forth in a work order and submitted the necessary photos and documentation, Subcontractor shall not reenter the property without express written permission from Contractor.

8. No Assignment.
This Agreement may not be assigned or delegated by either party without the written consent of the other party, except that Subcontractor may, with the Contractors written agreement subcontract for performance of its services through others. In the event that Subcontractor subcontracts with a third party for the performance of services under this Agreement, that third party shall be bound by the terms of this Agreement and Subcontractor shall remain liable for performance under this Agreement.

9. Non-Waiver.
No failure or delay of either party in exercising any right under this Agreement shall operate as a waiver thereof.

10. No Export.
Subcontractor shall not export or re-export directly or indirectly any confidential information acquired under this Agreement or export or re-export any products utilizing Confidential Information to any country in violation of the U.S. export control laws.

11. Subcontractor's Indemnity.
Subcontractor agrees to indemnify and hold harmless Contractor and all of its officers, directors, employees, agents, and representatives against any and all claims, losses, penalties, fines, forfeitures, judgments, reasonable attorney's fees and related litigation costs, fees, and expenses and amounts actually and reasonably incurred in settlement, that result from:

a. Any act or omission constituting negligence, poor workmanship, gross negligence, willful misconduct, or breach of fiduciary duty by any officer, director, partner, agent, employee or contractor of Subcontractor in connection with Subcontractor's performance under this Agreement;

b. Any action taken by or on behalf of Subcontractor that is not permitted by or pursuant to the terms of this Agreement; or

c. Failure to adhere to any applicable law, rule or regulation of any governing body having jurisdiction over the work performed pursuant hereto.

12. Insurance Required.

a. Subcontractor shall purchase and maintain insurance from a company or companies lawfully authorized to do business in the State where the project is located to protect the Subcontractor from claims set forth below which may arise out of or result from the Subcontractor's operations under this Agreement and for which the Subcontractor may be legally liable. Subcontractor's liability insurance shall be primary over and above any insurance of the Contractor. Such insurance shall cover all:

i. Claims under workers' compensation, disability benefit and other similar employee benefit acts, including claims for damages because of bodily injury, occupational sickness or disease, or death of the Subcontractor's employees;

ii. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Subcontractor's employees, and claims for property damages, because of damage or destruction of tangible property, including loss of use resulting therefrom; and

iii. Claims for damages because of bodily injury, death, or property damage arising out of ownership, maintenance or use of a motor vehicle.

b. Insurance must be maintained for the duration of this Agreement, in the following types and minimum amounts.

i. Worker's compensation and occupational disease insurance in compliance with statutory requirements, for employees who perform any operations under this Agreement; and employer's liability of no less than the statutory minimum required by the State where the project is located;

ii. Commercial general liability insurance of no less than $100,000 per occurrence and $250,000 annual aggregate claims, including contractual liability; and

iii. Errors and omissions general liability insurance for work performed on any project containing mold, water damage, or hazardous materials.

c. Such liability insurance required above shall name Contractor as an additional insured.

d. Contractor shall not participate in any deductible or retention of Subcontractor's insurance.

e. Subcontractor's insurers shall waive all rights of subrogation against Contractor for any claims paid under Subcontractor's insurance policies.

f. Subcontractor shall furnish Contractor with copies of the Certificate(s) of Insurance as evidence of compliance with the above requirements prior to beginning work and thereafter as often as policies are renewed or replaced. Certificates shall specify the name of the project, services or event, and provide no less than thirty (30) days notice of non-renewal or cancellation.

13. Hazardous Waste.
Subcontractor understands and agrees that it bears sole responsibility to determine the nature and manner of any debris to be removed from the property and shall do so in compliance with all applicable laws. No items of hazardous waste will be removed by Subcontractor unless it is done in compliance with applicable environmental laws, rules and regulations.

14. Severability.
If any provision of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely representing the intention of the parties as expressed herein.

15. Governing Law.
This Agreement shall be governed by and construed in accordance with the laws of the State of Washington and any and all actions arising out of or relating to this Agreement or the breach or enforcement thereof shall be brought and maintained in the Judicial District Court of the State of Washington, with each of the parties hereto consenting the exclusive personal jurisdiction of such courts as if they were personally present in such state.

16. Costs and Attorney's Fees.
Notwithstanding anything to the contrary provided herein, should legal action be necessary to enforce, construe, cancel, terminate, rescind or recover for the breach of the provisions of this Agreement, the prevailing party shall be entitled to recover all costs of suit, including reasonable attorney's fees incurred therein and herewith.

17. Representation.
The Parties hereby expressly state that each has had the opportunity to be represented by competent counsel, that each has read the foregoing Agreement, knows and understands its contents, has discussed the contents with counsel or has independently determined not to discuss the matter with counsel, and agrees to be bound by its terms.

18. NON-SOLICITATION AND NON-COMPETITION.
Subcontractor agrees that during the term of this Agreement and for 12 consecutive months after the termination or expiration of this Agreement, it will not solicit business from any client of AMC REO in the State or states in which Subcontractor performs services for AMC REO under this Agreement nor will it compete with AMC REO in the provision of services of the kind and nature Subcontractor performs for AMC REO pursuant to the Work Order or Work Orders. Subcontractor further agrees that the non-competition and non-solicitation provisions of this Agreement are necessary to protect AMC REO's legitimate business interests, including, without limitation, the confidential business or professional information and trade secrets of AMC REO, the relationships between AMC REO and its clients, venders and subcontractors, and the goodwill of AMC REO. Subcontractor further agrees that the 12-month duration and geographical limitations of this Section 15 are reasonable, and enforcement of this provision, whether by injunctive relief, damages or otherwise, is in no way contrary to the public health, safety and welfare. In the event a court of Competent Jurisdiction determines that either the time or geographical limitations of this provision are invalid, the court may establish different time or geographical restriction, and the parties agree to comply with the court's orders. The parties acknowledge and agree that Subcontractor's breach of this provision will result in irreparable injury to AMC REO not capable of being measured by money damages, and AMC REO does not have an adequate remedy at law to redress such injury. Thus, in the event there is a breach or threatened breach of this Section 18 of this Agreement, AMC REO shall be entitled to seek and obtain injunctive relief without the posting of a bond in order to enforce the Subcontractor's non-solicitation and non-competition agreement. Subcontractor agrees to reimburse AMC REO for all costs and expenses, including attorney's fees at the trial and appellate levels and in bankruptcy court, in connection with AMC REO's enforcement action. This provision does not limit any other rights and legal or equitable remedies available to AMC REO on account of Subcontractor's breach of this Section.

19. Construction.
In construing this Agreement, and in determining the rights of the Parties hereto, no party shall be deemed to have solely drafted or created this Agreement.

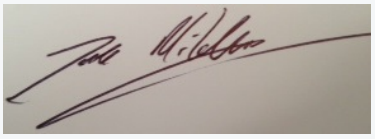
20. Headings.
The various headings used in this Agreement are for convenience only and shall not be used in interpreting the text of the paragraph in which they appear.

21. Entire Agreement.
The Parties agree that this Agreement constitutes the entire agreement of the Parties hereto with respect to its subject matter. There are no representations, agreements, arrangements, or understandings, oral or written, between or among the Parties relating to the subject matter of this Agreement which are not fully expressed herein. This Subcontractor Agreement is intended to replace, supplant, supersede and/or merge all prior oral and/or written agreements, negotiations and/or understandings and this Subcontractor Agreement represents the entire agreement between the Parties.

22. Modification.
This Agreement may not be modified or waived other than in writing signed by all of the Parties bound hereto.

23. Execution by Counterpart. This Agreement may be executed in counterparts and shall be deemed fully executed by all parties when counterparts hereof have been signed by each of them whether or not signatures of all parties appear on the original or any one copy of this Agreement.

IN WITNESS WHEREOF, the parties have entered into this Independent Subcontractor Agreement as of the day and year first written above.

AMC REO Inc	Subcontractor
By: 	By: _____
[Signature]	[Signature]
_Owner_____	_____
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