

## **AURA CONSTRUCTION CONTRACT RIDER**

Contractor and the Owner acknowledge and agree that Aura Mortgage Advisors, LLC ("Aura") is providing as part of a mortgage to the owner, the funds to pay for the cost of the work under the construction contract between Contractor and the Owner with respect to certain repairs and improvements (collectively, the "Improvements") to the Owner's property at \_\_\_\_\_, \_\_\_\_\_, Massachusetts (the "Construction Contract"). As a condition releasing any funds for such work under the Construction Contract, Aura requires that this Rider be attached to, incorporated into and made a part of the Construction Contract.

Accordingly, Contractor and the Owner agrees to comply with the following conditions:

1. If any provision of the Construction Contract is inconsistent with the Repairs Holdback and Escrow Agreement (the "Holdback Agreement") between the Owner and Aura, the terms of the Holdback Agreement shall govern.
2. Contractor certifies and represents that it is a home improvement, a general contractor, or a specialty contractor who is duly licensed and insured under Massachusetts law.
3. Contractor and the Owner certify, represent, and agree as follows:
  - (a) The Construction Contract specifies in detail the specific repairs and improvements that make up the Improvements and the quality of the materials to be used in making the Improvements (together, the "Scope of Work"), and the cost of performing the work and obtaining and installing the materials necessary to complete the Improvements (the "Construction Cost").
  - (b) The Scope of Work includes only the "Repairs" specified in the Holdback Agreement; no repairs or improvements other than such "Repairs" are included in the Scope of Work.
  - (c) The Construction Contract requires the Improvements to be commenced promptly after the Construction Contract is signed, and weather permitting, all of the Improvements are to be substantially completed within three months after the Construction Contract is signed, and to be fully and finally completed within six months after the Construction Contract is signed.
  - (d) The Construction Contract specifies in detail how the Construction Cost will be payable to the Contractor (i.e., the number of installments, the amount of each installment, the conditions that the Contractor must satisfy before each installment will be paid, and the final conditions that must be satisfied before final payment will be made, etc.).

(e) Contractor and the Owner acknowledge that no installment of the Construction Cost will be disbursed by Aura until both the Owner and Aura's Inspector have approved the Improvements completed as of the date of the installment; and that Aura will pay installments of Construction Cost by check payable jointly to the Owner and Contractor.

(f) The Construction Contract lists the specific local building permits that must be obtained for the Repairs (the "Required Permits"). Contractor and the Owner acknowledge that no work under the Construction Contract may start until both the Owner and Aura's Inspector have received copies of the Required Permits; and that the final installment of the Construction Cost will not be disbursed by Aura until both the Owner and Aura's Inspector have received written evidence that all work performed under the Required Permits has been signed off on and approved by the appropriate municipal electrical, plumbing, mechanical and/or building inspectors.

(g) The Scope of Work and the Construction Cost specified in the contract is consistent with the Repairs and the Estimated Repairs Costs set forth in the Holdback Agreement, and the Construction Cost does not exceed the amount of the Escrowed Repair Funds set forth in the Holdback Agreement.

4. Provisions for advances of funds from Aura are as follows:

(a) Initial Installment. Aura will release and disburse from the Escrowed Repair Funds the amount necessary to pay the initial installment due under the Construction Contract by check payable jointly to the Owner and the Contractor within three business days after Aura's receipt of (i) a fully executed copy of the Construction Contract, (ii) the Contractor's license, (iii) the Contractor's insurance certificate, (iv) a signed "Holdback Request Form" from the owner, and (v) Aura's Inspector's determination that the Scope of Work and the Construction Cost specified in the Construction Contract is consistent with the Repairs and the Estimated Repairs Costs as specified in the Holdback Agreement, the Construction Cost does not exceed the amount of the Escrowed Repair Funds specified in the Holdback Agreement, and that the Aura Construction Contract Rider has been attached to and incorporated into the Repairs Construction Contract. If Aura's Inspector determines that the Construction Contract does not comply with the requirements of the preceding clause (v), the Owner and Contractor must amend the Construction Contract, as needed, to bring the Construction Contract into compliance, before Aura will release and disburse the initial installment.

(b) Work Progress Installments After the Initial Installment Has Been Disbursed. Aura will release and disburse from the Escrowed Repair Funds the amounts necessary to pay subsequent installments within five business days after Aura's receipt of the following information and documents with respect to each installment:

(i) A signed "Holdback Request Form" from the Owner for the

installment in the form required by Aura; such written Holdback Request Form must specify the amount of the installment, the details of the work performed up through and including the date of the written Holdback Request Form, and the Owner's confirmation that the Owner is satisfied with all work performed up through and including the date of the written Holdback Request Form and approves payment of the requested installment. If the written Holdback Request Form asks for reimbursement of the cost of supplies and materials purchased for the Improvements, the written Holdback Request Form must include copies of invoices for such costs.

(ii) Written confirmation from Aura's Inspector indicating that Aura's Inspector has inspected all work performed up through and including the date of the written Holdback Request Form, is satisfied that all such work complies with local codes and is consistent with the Scope of Work set forth in the Repairs Construction Contract, and approves payment of the requested installment.

(d) Final Installment. Within five business days after Aura's receipt of the following information and documents, Aura will release and disburse from the Escrowed Repair Funds the amount necessary to pay the final installment due under the Construction Contract:

(i) A signed Holdback Request Form from the Owner for the final installment; such written Holdback Request Form must specify the amount of the final installment, the details of the work performed up through and including the date of the written Holdback Request Form, and confirmation that the Improvements are fully complete. If the written Holdback Request Form asks for reimbursement of the cost of supplies and materials purchased for the Repairs, the written Holdback Request Form must include copies of invoices for such costs.

(ii) Written confirmation from the Owner indicating that the Owner is satisfied with all work performed up through and including the date of the written Holdback Request Form and approves payment of the final installment.

(iii) Written confirmation from Aura's Inspector indicating that Aura's Inspector has inspected all work performed up through and including the date of the written Holdback Request Form, is satisfied that all such work complies with local codes and is consistent with the Scope of Work set forth in the Repairs Construction Contract, and approves payment of the final installment.

(iv) Receipt from the Contractor of a signed "Unconditional Waiver and Release Upon Final Payment" in Aura's required form.

(v) Receipt of written evidence that all work performed under the Required Permits has been signed off on and approved by the appropriate municipal electrical, plumbing, mechanical and/or building inspectors and that all work has been completed in accordance with local and state building codes and the Required Permits.

5. Contractor shall provide the Owner and Aura at least three business days' prior written notice of the time when each of the following events are to occur with respect to the work, to permit a representative of the Owner and Aura's Inspector to make an inspection:
- (a) commencement, if any, of covering of the framing, plumbing, and electrical work;
  - (b) preparation of the Contractor's invoice for any interim installment payment;
  - (c) preparation of the final checklist with any governmental representatives, if required by law or regulation; and
  - (d) final inspection with the designated supervisor of the Work.
6. The Contractor shall, on or before the commencement of the work under the Construction Contract, provide the Owner with detailed progress schedule for the progress of the work, which schedule shall be satisfactory to Aura and shall, further notify the Owner of any substantial deviations from the said progress schedule when said deviations are discovered and, if the deviation involves the extension of time required to accomplish any item of the work, provide the Owner with a statement by the Contractor giving the reasons for such deviation and the steps being taken by the Contractor to remedy such deviation.
7. No changes in the Scope of Work or orders for extra work or changes by altering, adding to or deleting from the work, which result in any net Construction Cost increase or decrease, or will change the design concept, can be effected, except with the prior written approval of Aura and under such conditions as Aura may establish.

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Owner(s):

\_\_\_\_\_  
Date Signed:

\_\_\_\_\_  
Contractor:

\_\_\_\_\_  
Date Signed: