

This Agreement is entered into this ____ day of _____, 20____ between Integrity Management Holdings, LLC, a New York Limited Liability Company (“Rem0del.com”) (“Tri-State Construction”), and of (Account Name) (Address) (“Subscriber”). WHEREAS, Rem0del.com is knowledgeable in the business of acquiring regular real estate investments (“The Acquisitions”); Construction (“REHAB”) and WHEREAS, the parties desire that Rem0del.com provide DPPP (“distressed property partnership program”) to Subscriber and, as agent for Subscriber, acquire the acquisitions on Partnership’s behalf; WHEREFORE, for valuable consideration in hand received by each of the parties, Rem0del.com and Subscriber mutually agree as follows: Section 1 Definitions 1.01. Definitions. “Agreement” means this Agency Agreement entered into between Rem0del.com and Subscriber. “Subscription” means the amount payable to Rem0del.com prior to commencement of work under this Agreement. Such amount is reflected as a percentage of the total of all new funds delivered to Rem0del.com for purchase of acquisitions under this Agreement, such percentages being more thoroughly described in Exhibit “A” attached hereto and incorporated herein by reference. “Net Profit” means the amount received upon the sale or transfer of any real property, less the original cost of the acquisition, any rehabilitation or repair expenses, and the cost of resale. “Net Rent” means the amount received upon the lease of real property, less any operational or management expenses. “Disbursements” means the amount paid to partners upon the sale, transfer, or lease of any real property acquired by the means of this Agreement. “Rem0del.com” means Integrity management holdings, LLC, a New York limited liability company. “Subscriber” means any person entering into this Agreement with Rem0del.com. Section 2 Duties and Structure 2.01. Services Provided by Rem0del.com.

Rem0del.com shall research prospective sales of the acquisitions conducted by various banks, financial institutions, lenders, liquidators, counties and other entities within the United States of America, or its Territories and, Rem0del.com will select the acquisitions for purchase and determine bidding strategies deemed appropriate by Rem0del.com on behalf of the Partnership. Rem0del.com will, at partnerships expense, travel to sales and acquire on Partnership’s behalf the acquisitions. All acquisitions by Rem0del.com will be recorded in the name of Partnership, immediately upon its purchase, or within 90 days thereof. Rem0del.com agrees to allow Partners to use Rem0del.com address as the notice address provided to the relevant county authorities and, upon subscribers written request, to forward copies of all relevant correspondence, notices, etc. to Subscriber within a reasonable time after receipt thereof. 2.02. Appointment of Rem0del.com as Partner. Subscribers hereby appoints Rem0del.com as its true and lawful attorney-in-fact for Partnership and on subscribers behalf, place, and stead to take any actions and to execute, acknowledge and deliver any and all contracts, deeds, leases, releases and any other instrument, or agreement of any kind or nature whatsoever which may be necessary, or desirable in acquiring, effecting or dealing with the acquisitions, of property, or any other action contemplated by, or relating to the services to be provided by Rem0del.com under this agreement. This agreement shall be construed and interpreted as a limited power of attorney and, being coupled with an interest, shall be irrevocable under the terms stated herein. This

power of attorney specifically authorizes Rem0del.com to purchase, on partnerships behalf, the acquisitions as deemed appropriate by Rem0del.com sole discretion, to perform any acts and execute any documents necessary and/or related to the acquisitions. 2.03. Cooperation of Partners. Subscriber agrees to fully cooperate with Rem0del.com and to take all reasonable steps necessary, or desirable to file all necessary documentation, or legal filings required of the acquisition, foreclose upon, acquire title to, or otherwise realize, or improve the marketability of any acquisition, or property obtained as a result thereof. Subscriber agrees that Rem0del.com, in its discretion, may choose to extend the right to redeem the acquisitions, or may forego any attempt to foreclose, or transfer title if Rem0del.com deems it is in the best interest of the Partnership. 2.04. Method of Payment. All funds required for the purchase of the acquisitions shall be in the form of bank wire transfer or checks made payable to ("Integrity management holdings, llc") and such checks shall be forwarded to ("Integrity management holdings, llc") for delivery to the same. Rem0del.com shall be under no obligation to acquire anything on Partnerships behalf at any time that funds available for such purchase are less then the total sum required for DPPP(distressed property partnership program). Partnership real estate investment funds must equal the total sum of distressed property purchase price plus estimate rehab costs plus 5% set up cost(administrative cost).

Section 3 Dividends 3.01 Dividends to Partners. (a) Prior to the commencement of any work or provision of any services by Rem0del.com, Partnership shall pay a setup fee. The Setup cost is more thoroughly described in Section 1.01 of this Agreement and within Exhibit "A" attached hereto. Unless as otherwise indicated in writing, the Setup cost is subject to 05% maximum. The "setup cost" is not compensation and is refundable to the extent of funds actually paid on behalf of Partnership to any entity for the acquisitions, or attempt thereof.

Section 4 Indemnification 4.01. Limitation of Liability and Indemnity. Rem0del.com is acting solely as operational partner to Partnership and, as such, Rem0del.com shall not be liable for any acts taken or omitted to be taken in connection with this Agreement, whether such acts constitute negligence, gross negligence or otherwise. Subscribers shall indemnify, hold harmless and defend Rem0del.com from, for and in respect of all liability for claims, losses, damage or injury to person or property, and costs and expenses, including without limitation reasonable attorney's fees, interest, and penalties arising out of or incident to the performance by Rem0del.com of this Agreement. 4.02. Subscribers Disclosure. By the initials of Subscriber, Subscriber acknowledges his/her awareness that Rem0del.com acts solely as operational partner for Partnership and therefore, Rem0del.com cannot be held liable for and Subscriber shall hold Rem0del.com harmless for any potential, or unforeseen delays, which may or may not affect the profitability of Subscribers interest such as, but not limited to the following; Contesting of Foreclosure Initiation, Initiation of Bankruptcy Protection, Sale in Errors, Forces of Market Stability/Change, City/County Permit Acquisitions, Documentation loss/misplacement by third parties, or as otherwise not stated herein. Initials of Subscriber / Partner: _____ Section 5 Dispute Resolution 5.01. Dispute Resolution. The parties will attempt to promptly resolve any dispute or controversy arising out of or relating to this Agreement. Any negotiations pursuant to

this paragraph are confidential and will be treated as compromise and settlement negotiations for all purposes. If the parties are unable to reach a settlement amicably, the dispute will be submitted to binding arbitration before a single arbitrator in accordance with the Rules of the American Arbitration Association. The arbitrator will be instructed and empowered to take reasonable steps to expedite the arbitration and the arbitrator's judgment will be final and binding upon the parties subject solely to challenge on the grounds of fraud or gross misconduct. The arbitration will be held in New York City, New York. Judgment upon any verdict in arbitration may be entered in any court of competent jurisdiction and the parties hereby consent to the jurisdiction of, and proper venue in, the federal and state courts located in New York City, New York. Each party will bear its own costs in connection with the arbitration and the costs of the arbitrator will be borne by the party who the arbitrator determines did not prevail in the matter. Unless otherwise expressly set forth in this Agreement, the procedures specified in this paragraph will be the sole and exclusive procedures for the resolution of disputes and controversies between the parties arising out of or relating to this Agreement. Section 6 Termination 6.01. Termination. This Agreement may be terminated by Rem0del.com at any time on sixty (60) days notice to Subscriber. This Agreement may be terminated by Subscriber / Partner at any time on one hundred twenty (120) days written notice to Rem0del.com. Such written notice sent being sent via U.S. Mail Certified Mail Return Receipt Requested to Rem0del.com. Section 7 Miscellaneous 7.01. Governing Law. This Agreement is governed by and is to be construed and enforced in accordance with the laws of the State of New York as though made and to be fully performed in the State of New York (without regard to the conflicts of law rules of the State of New York). Subject to Section 5.01 of this Agreement, all disputes arising under this Agreement are to be resolved in the courts of the State of New York. The parties consent to the jurisdiction of the State of New Yorks federal and state courts. 7.02. Binding Effect. This Agreement is binding upon, inures to the benefit of and is enforceable by the heirs, personal representatives, successors and permitted assigns of the parties. 7.03. Entire Agreement. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and may not be waived, modified or amended except in a writing signed by both parties. The Subscriber represents and agrees that he/she fully understands his/her right to discuss all aspects of this Agreement with a private attorney, that to the extent, he/she availed himself of this right, that he/she has carefully read and fully understands all of the provisions of the Agreement, that he/she is competent to execute this Agreement, that his/her decision to execute this Agreement has not been obtained by any duress and that he/she freely and voluntarily enters into this Agreement, and that he/she has read this document in its entirety and fully understands the meaning, intent, and consequences of this Agreement.

Subscriber Name: _____

Subscriber Signature: _____

Subscription (\$) amount: _____

Subscription Type (check One): APR ____ Final Sale ____

IN WITNESS WHEREOF, the undersigned have executed this Agreement effective the date first above written. "Subscriber": Subscriber's Mailing Address: Home Phone: Work Phone: Email:

_____ Cell Phone:
_____ Alternate Phone: _____ Fax:

By: _____

(notarized signature of "Subscriber") Printed Name _____ Fed
Tax ID# / SS # / EIN _____ Signed, sealed and delivered before me This
____ day of _____, 20____ Notary Public My Commission

Expires: ONLY FOR AN IRA, 401(k), etc.: IF the "Subscriber" is an IRA, 401(k), etc. (with a third-party IRA Custodian), the IRA Custodian signs and completes the above section, and the IRA Owner signs and completes the following section below: "IRA Owner": By:

_____ (notarized signature of "IRA Owner", "401(k)
Owner", etc.) Printed Name _____ Fed Tax ID# / SS #

_____ IRA Owner's Mailing Address:

_____ Home Phone: Work/Bus. Phone:
Email: _____ Cell Phone:

_____ Alternate Phone: _____ Fax:

_____ Signed, sealed and delivered before me This ____ day of
____, 20____ Notary Public My Commission Expires:

"Integrity management holdings, llc": By: _____

Exhibit "A"

"Agreement" The Subscribers (%) percentage of ownership in the DPPP (distressed property partnership program) will be determined by the (\$) dollar amount of the Subscription. The total DPPP(distressed property partnership program) Subscriptions will equal the total sum of distressed property purchase price plus estimated rehab costs plus 5% set up cost. which represents 50% ownership of Partnership entity (Integrity DPPP holdings, Partnership).

Integrity Management Holdings, llc. (Rem0del.com)(Tri-State Construction) upon real property acquisition will retain 50% ownership in DPP Partnership (Integrity DPPP holdings, partnership). Rem0del.com will acquire, provide due diligence, construction, lease, management, accounting, dividends and interest disbursements and real properties final sale operations on behalf of the DPPP(Integrity DPPP holdings, partnership).

Use of Funds: funded DPPP. Distressed property administrative, acquisition, rehab, management, operational and sale of DP(distressed property) expenses, including "SetUp cost". The "Set Up cost" means all expenses related to incorporation of DPPP (integrity DPPP holdings, partnership), Partnership administrative expenses, partnership operational expenses and DPPP real property acquisition expenses.

APR Partners: Partners at subscription that subscribed to 12 month guaranteed APR exit option, will be liquidated via lender finance and partnership certificates redeemed by (Integrity DPPP holdings, partnership) treasury.

Final Sale Partners: Partners at subscription that subscribed to final sale option, will receive quarterly statements and dividends for all Integrity DPPP holdings, partnership activities, including "net rental" income, which means amount received from lease of real property, less any operational or management expenses. Dividends will consist of net profits which means amounts received upon sale of real property, less any original acquisition, rehab, repair, management, real estate, operational and real property final sale expenses. This includes the payoff on all real property lender debt obtained for APR Partners capital and earned interest payout.

Partnership Dissolution: The partnership will be dissolved upon all inventory final sale liquidation and dividends disbursements. Final statement and dividends disbursements, resolution documents and income tax documents.