

**BOTTOM LINE
RESULTS CONSULTING**
————— BLRC LLC —————

CONSULTING & RETAINER AGREEMENT

This Agreement is made effective as of **(Date)** _____, by and between **(Contractor)** _____ a **(List State)** _____ resident/legal entity, located at _____ hereafter "**Client**" and BLRC LLC (Bottom Line Results Consulting) 4 Lantern Brook Drive, Lincoln, Rhode Island 02865-4438, with RI Broker's License NMLS #1900142, hereafter "**Consultant**".

Client desires to have services provided by Consultant. Therefore, the parties agree as follows:

1. DESCRIPTION OF SERVICES Beginning on _____, Consultant will provide the following services (collectively, the "Services"): to assist client as they seek to accomplish any of the following:

Consultant agrees to provide unlimited time of advice, meetings and research relating to the Client's intention of establishing a Contractor's Preferred Financing Program.

- (a) Services will consist primarily of assisting **Client** to secure a financial institution to provide a lending program for their customers.
- (b) Consultant shall determine with the Client the manner in which services are rendered hereunder but all services by the Consultant hereunder shall be of the highest professional standards and quality. Consultant shall immediately notify Client if he is not qualified or capable of providing any of the services required hereunder.
- (c) Consultant shall abide by the Client's rules, policies, practices and procedures at all times.
- (d) Consultant represents and warrants that Consultant's execution and delivery of this Agreement and the performance of his duties hereunder do not, and will not, breach or conflict with any obligation of Consultant to any other party. Consultant further represents and warrants that he will not make use of any proprietary information, ideas or material of others in connection with the Consultant rendering any services to the Client hereunder.

- (e) The Consultant has produced a party (parties) ready, willing and able to make available the intended program, and upon other reasonable terms and conditions, the Consultant will receive an enrollment fee from the Client (contractor) in addition to annual participation fee. This will be spelled out in detail in the Payment Option agreement between the Consultant and the Client. When residential / consumer lending is secured, then contemporaneously with the consummation of the Lending, in either event the Consultant shall be deemed to have earned the fee and the Consultant will contemporaneously with the consummation of the Lending receive a commission of 2.0%.

2. PERFORMANCE OF SERVICES. The manner in which the Services are to be performed and the specific hours to be worked by Consultant shall be determined by Consultant. Client will rely on Consultant to work as many hours as may be reasonably necessary to fulfill Consultant's obligations under this Agreement.

3. FEE ARRANGMENT. Pertaining to the Services as outlined in the attached Contractor's Preferred Financing Program, and upon other reasonable terms and conditions, **the consultant will receive the following from the client:**

- a. **The one-time special program enrollment fee which will be spelled out in detail in the Payment Option agreement between the Consultant and the Client.**
- b. **The annual participation fee which will be spelled out in detail in the Payment Option agreement between the Consultant and the Client.**
- c. **A copy of the estimate / quote of each and every individual residential project**
- d. **For each and every project a fee equal to 2% (\$100 minimum) based on the loan portion of the amount financed through this loan program.**
- e. **Regarding a commercial installation, a facilitator's placement fee equal to 3.0 % of the gross funding amount of each and every commercial funding, will be payable at the closing and/or delivery of funds for securing such funding at the time that funding occurs.**
- f. BLRC LLC and CLIENT agree that any compensation not paid prior to closing shall be paid in full within five days of the closing funding, to be disbursed directly from closing proceeds to BLRC LLC by the client or in the event of a Commercial Loan by the settlement agent, and that this Agreement shall constitute authorization to the settlement agent to make such disbursement. In the event that all or a portion of the compensation due to BLRC LLC exceeds the amount permitted by government regulation to be paid from closing proceeds, then such portion of the compensation shall be paid directly by CLIENT on the date of the closing. This compensation shall be due and payable to BLRC LLC on

any advance accepted by CLIENT during the term of this Agreement. Any and all compensation due to BLRC LLC shall be due and payable even if the closing occurs after that date which would otherwise mark the natural expiration of the term of this Agreement.

- g. If the Client does not make the appropriate payment(s) per the terms on this Agreement on a timely basis, the Consultant is authorized to cancel this Agreement, immediately.

4. **RETAINER/PAYMENT.** There is no retainer with this agreement.
5. **EXPENSE REIMBURSEMENT.** Consultant shall be entitled to reimbursement from Client for the following "out-of-pocket" expenses: travel expenses and travel related meals, **if required.**
6. **SUPPORT SERVICES.** Client will provide the following support services for the benefit of Consultant:
Provide all documents and information necessary to complete the search of a lending institution to commit to the Contractor's Preferred Financing Program.
7. **TERM/TERMINATION.** This Agreement shall terminate automatically upon completion by Client of the Services required by this Agreement in the performance of the Contractor's Preferred Financing Program.
8. **RELATIONSHIP OF PARTIES.** It is understood by the parties that Consultant is an independent contractor with respect to Client, and not an employee of Client. Client will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Consultant.
9. **DISCLOSURE.** Consultant is required to disclose any outside activities or interests that conflict or may conflict with the best interests of Client. Prompt disclosure is required under this paragraph if the activity or interest is related, directly or indirectly, to other consulting relationships that may conflict with this Agreement.
The choice of banking relationship remains in the customer's hands.
Consultant has no authority to contractually bind neither the Client nor the Client's customer to any obligation. Client's customer maintains control of all decisions and should reject advice that they do not agree with. Client and Client's customer may find that things have changed after they enter a relationship with a bank, or other business concern. Consultant cannot control future events, therefore cannot be responsible for long term outcomes of business or financing strategies.
10. **EMPLOYEES.** Consultant's employees, if any, who perform services for Client under this Agreement shall also be bound by the provisions of this Agreement.

11. STANDARD OF CARE. BLRC LLC shall perform its service with the care and skill ordinarily exercised by members of the profession practicing under similar conditions at the same time and in the same or similar locality.

12. CONFIDENTIALITY. Client recognizes that Consultant has and/or will have some of the following information:
- business affairs; financial information; personal information; future plans; and other proprietary information (collectively, "Information") which are valuable, special and unique assets of Client and need to be protected from improper disclosure. In consideration for the disclosure of the Information, Consultant agrees that Consultant will not at any time or in any manner, either directly or indirectly, use any information for Consultant's own benefit, or divulge, disclose, or communicate in any manner any information to any third party without the prior consent of Client. Consultant will protect the information and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this Agreement.

13. CONFIDENTIALITY AFTER TERMINATION. The confidentiality provisions of this agreement shall remain in full force and effect after the termination of this agreement.

14. LIMITATION OF LIABILITY. Client agrees that none of BLRC LLC directors; officers, employees or agents shall have any liability of any kind (whether direct or indirect, in contract or tort or otherwise) to the Client or any person asserting claims on behalf of or in right of the Client arising in any manner out of or in connection with the rendering of services pursuant to this agreement (including any related activities and services rendered prior to the date hereof), except and solely to the extent it is finally determined pursuant to binding arbitration under this agreement, that such liability resulted from the gross negligence or willful misconduct of such Party (in which case such liability shall not exceed the aggregate amount of any fees paid to BLRC LLC under the agreement).

15. ARBITRATION. Except for an action to enforce any determination of an arbitrator or arbitration panel hereunder, any controversy regarding the language or performance of this Agreement shall be submitted to binding arbitration. Either Party may request arbitration by written notice to the other. The arbitration shall be conducted in accordance with the commercial arbitration Rules of the American Arbitration Association.

16. RETURN OF RECORDS. Upon termination of this Agreement, Consultant shall deliver all records, notes, and data of any nature that are in Consultant's possession or under Consultant's control and that are Client's property or relate to Client's business.

17. NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

If for Consultant:
BLRC LLC
Paul Lefebvre
4 Lantern Brook Drive
Lincoln, RI 02865-4438

If for Client:
Contractor: _____
Individual Owner: _____
Address: _____
City, State & Zip: _____

Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

18. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

19. AMENDMENT. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

20. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable,

21. WAIVER OF CONTRACTUAL RIGHT. The waiver by either party of any breach of any term, covenant or condition contained in this Agreement, or any default in their performance of any obligations under this Agreement shall not be deemed to be a waiver of any other breach or default of the same or any other term, covenant, condition or obligation, nor shall any waiver of any incident of breach of default constitute a continuing waiver of same.

22. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Rhode Island.

X _____

X _____

Contractor: _____

BLRC LLC

Principal: _____
Client

Paul F. Lefebvre
Consultant