

CONSULTING & RETAINER AGREEMENT

This Agreement is made effective as of _____ 2005, by and between _____ and Bob Stackhouse of Preferred Financial Consulting, of 8863 Greenback Lane #210, Orangevale, California 95662.

In this Agreement, the party who is contracting to receive services shall be referred to as "Client", and the party who will be providing the services shall be referred to as "Consultant".

Consultant has a background in Lending and Business Consulting and is willing to provide services to Client based on this background. Client remains responsible for all of their decisions.

Client desires to have services provided by Consultant.

Therefore, the parties agree as follows:

1. DESCRIPTION OF SERVICES Beginning on _____ 2005, Consultant will provide the following services (collectively, the "Services"): Assist Client as they seek to accomplish any of the following:

Edit a business plan, training as requested, guide client in providing a loan package for the purpose of financing growth, and/or other advisory services. Services are considered management consulting designed to strengthen the company's outlook. Consultant does not guarantee funding of a loan. Services are billed at \$_____ per hour.

Additional services are available such as: traditional SBA loan packaging, business valuations, marketing research, strategic planning, change management, raising capital and investment guidance.

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. RETAINER/PAYMENT. Client will pay a retainer to Consultant for the Services in the amount of \$_____. This fee shall be payable in advance upon contract signing. This retainer is non-refundable. Consultant shall bill first to the retainer. Upon depletion of retainer, Client shall pay additional fees, if any, upon presentment of a billing statement by Consultant.

4. EXPENSE REIMBURSEMENT. Consultant shall be entitled to reimbursement from Client for the following "out-of-pocket" expenses: travel expenses and travel related meals.

5. SUPPORT SERVICES. Client will provide the following support services for the benefit of Consultant: Provide all documents and information necessary to complete loan package.

6. TERM/TERMINATION. This Agreement shall terminate automatically upon completion by Consultant of the Services required by this Agreement or 1 year from the effective date of this agreement.

7. 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.

8. 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.

Consultant receives referral fees from many financial institutions. The institutions generally do not have to pay a business development officer a commission due to the high quality of Consultant's loan packages (saving them time), therefore they can pay a referral fee without affecting Client's pricing. The choice of banking relationship remains in the client's hands.

Consultant is not an Attorney, nor licensed to practice law. Discussions can skirt legal issues and should be interpreted as opinions, or things to consider. If legal advice is desired, consult an Attorney.

Consultant is not a CPA, nor a Tax Professional. Discussions can and do involve accounting and presentation of financial results and projections. When Tax advice is requested, contact a CPA or Tax professional.

Consultant is not an employee of any banking institution. Therefore consultant can not speak for any particular institution. Financial institutions regularly change their policies and procedures. Therefore advice should be considered as a general methodology.

Client maintains control of all decisions and should reject advice that they do not agree with. Client may find that things have changed after they enter a relationship with a bank, or other business concern.

Consultant can not control future events, therefore cannot be responsible for long term outcomes of business or financing strategies.

9. EMPLOYEES. Consultant's employees, if any, who perform services for Client under this Agreement shall also be bound by the provisions of this Agreement.

10. CONFIDENTIALITY. Client recognizes that Consultant has and will have 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.

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

12. 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.

13. 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 Client:

IF for Consultant:

Preferred Financial Consulting
Bob Stackhouse
8863 Greenback #210
Orangevale, CA 95662

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.

14. 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.

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

16. 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, then such provision shall be deemed to be written, construed, and enforced as so limited.

17. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

18. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of California.

Party receiving services:

By: _____

Party providing services:

Preferred Financial Consulting

By: _____

Bob Stackhouse - Consultant

RECEIPT

Acknowledged receipt from Client the sum of \$ _____. This payment constitutes payment of the retainer required under Section 3 of this Agreement.

Date: _____