

ENGAGEMENT & RETAINER AGREEMENT

This Agreement is made effective as of _____ (Date),

By _____ (Authorized Corporate Designee),

Entering this agreement on behalf of _____ (Corp.),

A _____ (State) corp./partnership whose principal place of business is located at:

_____ (Corporate Address),

AND

D. Hanna & Co., a Michigan Corporation whose principal place of business is located at:
33717 Woodward Avenue, Suite 560, Birmingham, Michigan 48009.

For the purposes of this Agreement, the parties listed above shall be hereafter referred to as follows; The party who is contracting to receive services, both individually and in their corporate capacity, shall be collectively referred to as "Client", and D. Hanna & Co., the party who will be providing the services, shall be hereinafter referred to as "Consultant".

Consultant has a background in business, corporate affairs, management, restructuring, finance, corporate law, commercial real estate and other investments. Pursuant to a fee schedule listed hereinafter, Consultant is willing to provide services to Client based on this background. Client remains responsible for all of their final business decisions.

Therefore, the parties mutually agree to contract as follows:

1. DESCRIPTION OF SERVICES.

Beginning on _____ (Date), Consultant will provide the following services (collectively, the "Services"):

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 shall pay a retainer to Consultant for the Services described herein in the amount of \$ _____.⁰⁰ United States Dollars ("USD").

This fee shall be payable in advance of any services rendered and upon execution of this agreement. This entire amount shall be considered earned upon receipt and shall be deposited into the bank account of Consultant's choosing. Client agrees that 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 and delivery of a billing statement by Consultant. Payments, in full and for immediate deposit shall be remitted to Consultant, directly, within 30 days of receipt of said statements. Payments shall be made either, via mailed check (to: D. Hanna & Co.), or via direct deposit into the following bank account:

D. Hanna & Co.
33717 Woodward Avenue, Suite 560
Birmingham, Michigan 48009

Financial Institution _____
Account Number _____
Routing Number _____

Client agrees to pay Consultant, upon depletion of the retainer and any credits to Client's account, an hourly-rate of \$375 USD per hour. Services shall be billed on a ¼ hour basis with ¼ hour being the minimum amount for any services rendered on behalf of Client.

4. EXPENSE REIMBURSEMENT.

Consultant shall be entitled to reimbursement from Client for the following "out-of-pocket" expenses:

- Travel expenses,
- Travel related meals, and
- Third-Party Services related to the business of Client in the scope of this agreement.

5. SUPPORT SERVICES.

Client will provide the following support services for the benefit of Consultant, such to be made available within 7 days of written notice:

- Provide all documents and information necessary under this agreement,
- Provide reasonable access to accounts necessary under this agreement, and
- Provide reasonable access to personal necessary under this agreement.

6. TERM/TERMINATION.

This Agreement shall terminate automatically upon completion by Consultant of the Services required by this Agreement, or, one (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 & CONFLICTS.

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.

Client is aware that effective as of the date of this agreement, and continuing in effect throughout some or all of the duration of the relationship this agreement creates, Consultant has similar Engagement/Retainer agreements with other individuals, partnerships, corporations and other institutions (collectively, "Other Clients"). Consultant will make every good-faith effort to ensure no conflict occurs or arises under this agreement with any Other Client both during the duration of this agreement and for a reasonable time thereafter; unless this agreement is breached by Client.

9. SCOPE OF PROFESSION AND LICENSURE.

Client understands that, notwithstanding Consultant's legal education and having a degree of Juris Doctor (Law Degree), that this agreement is NOT FOR LEGAL SERVICES and this agreement shall not be construed as a retainer for legal services, litigation services, legal representation or advisement on the law.

Therefore, while discussions can skirt legal issues and topics, such should be interpreted as non-legal opinions, or things to consider. If legal advice is desired or deemed necessary under any scenario, Consultant hereby instructs Client to seek the advise of an Attorney licensed to practice law in Client's applicable jurisdiction.

Consultant is not an accountant, CPA, nor a Tax Professional. Discussions can and do involve accounting and presentation of financial results and projections. If accounting advice is desired or deemed necessary under any scenario, Consultant hereby instructs Client to seek the advise of a CPA or Tax professional licensed to practice such profession in Client's applicable jurisdiction.

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.

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. Client agrees not to contact Consultant's employees outside the scope of this agreement.

11. CONFIDENTIALITY.

Client recognizes that Consultant has, or will have access to the following information:

- Internal business affairs of Client,
- Financial information,
- Personal information,
- Future plans, and/or
- 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 written, or verbal, 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.

12. CONFIDENTIALITY AFTER TERMINATION.

The confidentiality provisions of this Agreement shall remain in full force and effect for a period of 1 (one) year effective the date of the termination of this Agreement.

13. 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.

14. 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 no address is listed above, then corporate address on page 1 shall be used)

- If for Consultant:
D. Hanna & Co.
33717 Woodward Avenue, Suite 560
Birmingham, Michigan 48009

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.

15. 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.

16. AMENDMENT.

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

17. 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.

18. 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.

19. APPLICABLE LAW.

This Agreement shall be governed by the laws of the State of Michigan.

It is hereby agreed that this agreement, and all business with D. Hanna & Co., shall be governed by and construed in accordance with the internal laws of the State of Michigan without regard to conflicts of law principles thereof.

Further, all parties irrevocably consent to the exclusive jurisdiction and venue of the state courts located in the County of Oakland, in the State of Michigan, and in the appropriate Federal Courts in connection with any action relating to this agreement.

20. EXECUTION AND ACKNOWLEDGEMENT.

The undersigned agree that they have been provided with sufficient time and opportunity to fully review this agreement, consider its ramifications, consider the financial commitment, which is an essential part of this agreement, and, consult with an attorney with regards to all provisions and terms as set forth hereinprior.

Parties agree that the stated consideration (i.e. Business Consulting Services for payment) is sufficient and the terms of this agreement shall be binding on all parties. Lastly, all individuals undersigned are of sound mind, age of majority, posses the legal capacity to contract and, if signing on behalf of a corporation, partnership or other entity, have the necessary authorization to enter into a binding contract with D. Hanna & Co., or similar service provider.

Client:

First & Last Legal Name: _____
Corporate Title: _____

Entity Name: _____
Entity Address: _____

Signature / Corporate Seal: _____

Consultant:

First & Last Legal Name: _____
Corporate Title: _____

D. Hanna & Co.
33717 Woodward Avenue, Suite 560
Birmingham, Michigan 48009

Signature / Corporate Seal: _____

21. RECEIPT OF INITIAL RETAINER.

Pursuant to Section 3 of this agreement, Payment & Retainer, D. Hanna & Co. hereby acknowledges receipt from Client the sum amount of \$ _____^{.00} USD.

Such was remitted was in the form of _____