

**CONSULTING SERVICES CONTRACT**

This agreement is made between \_\_\_\_\_ (Client) and J. R. / Jack Muellerleile of Echo Sources Inc. (Consultant) commencing on the latest date each party has signed this agreement and expiring at midnight on the 1080<sup>th</sup> day thereafter for consulting services described below.

Client desires to employ Consultant to offer advice about developing new-to-industry EXPRESS Exterior Tunnel Carwash businesses and to locate sites for same.

Now, therefore, Client and Consultant agree as follows:

- (1) **CLIENT'S DUTIES:** Client agrees to provide Consultant advance payment of its fees prior to the onset of services..
- (2) **CONSULTANT’S DUTIES:** Consultant agrees to exercise reasonable effort and due diligence to pursue the purpose of this agreement.
- (3) **NO GUARANTEE:** While Client agrees to fully support consultant's effort on its behalf and consultant agrees to bring all of its experience to bear in attempting to help client accomplish its stated objectives, it is clearly understood that neither Client nor Consultant guarantees the mutually satisfactory outcome or result(s) of these endeavors. All of Consultant’s findings are best estimates and are not to be relied upon by Client as certified numbers.
- (4) **AGENCY RELATIONSHIPS:** Consultant accepts no offer of any agency from Client. All decisions are made by Client who is alone in control of all case matters.
- (5) **ACKNOWLEDGMENT(S):** Client acknowledges consultant is a licensed Real Estate Broker in the State of California and may be engaged in ongoing Real Estate transactions unrelated to the purpose of this agreement. Consultant is experienced in commercial Real Estate transactions, possesses a working knowledge of same and is qualified to advise on Real Estate matters. Herein Consultant is acting only as Consultant and not as a Real Estate Broker. If Client desires legal or tax advice, Client agrees to consult an appropriate legal or tax professional and not rely on opinions of Consultant in these areas of legal and tax expertise. If Client desires real estate brokerage services, they must be arranged through a separate contract with the brokerage firm Vincent James Ltd and not through Consultant acting as a real estate broker. Again, Consultant is providing only strategic advice and not real estate brokerage services.
- (6) **COMPENSATION TO CONSULTANT:** Client agrees to compensate Consultant in accordance with the below-listed method mutually agreed upon and initialed.

Initial: \_\_\_\_\_ a) For consulting services at the hourly rate of \$250 in prepaid initially in the amount of \$2,000  
 \_\_\_\_\_ and thereafter in amounts of \$5,000. Said retainers shall be paid via a wire transfer to the  
 \_\_\_\_\_ account designated by Consultant prior to the onset or continuation of services. Consultant’s  
 routine expenses are included in its hourly rate. Extraordinary expenses will be approved and  
 prepaid by Client.

b.) In addition to the hourly fees, Client agrees to pay Consultant a \$100,000 bonus for each site  
 procured by Consultant and acquired by Client. Said payment is considered earned and is to be  
 paid by Client upon close of escrow or bilateral execution of a lease agreement and satisfaction,  
 waiver or removal of all lease contingencies.

(7) **ARBITRATION OF DISPUTES:** Any dispute or claim in law or equity in excess of \$7,500.00 arising out of this contract or any resulting transaction shall be decided by neutral binding arbitration in accordance with the rules of the American Arbitration Association and not by court action except as provided by California Law for judicial review of arbitration proceedings. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereto. The parties shall have the right to discovery in accordance with Code of Civil Procedure 1283.05. The filing of a judicial action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the right to arbitrate under this provision.

**"NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE INVOLVING A CLAIM IN EXCESS OF \$7,500.00 ARISING OUT OF THE MATTERS INCLUDED IN THE ‘ARBITRATION OF DISPUTES’ PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS SUCH RIGHTS ARE SPECIFICALLY INCLUDED IN THE ‘ARBITRATION OF DISPUTES’ PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY." "I HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES INVOLVING A CLAIM IN**

**EXCESS OF \$7,500.00 ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."**  
**(Initial)      Consultant (\_\_\_\_) Client (\_\_\_\_) Client (\_\_\_\_)**

- (8) **ATTORNEY'S FEES:** In any action, proceeding, or arbitration arising out of this agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs.
- (10) **RIGHT OF TERMINATION:** This contract may be terminated by either party upon ten (10) days written notice, at which time all accounts shall be settled in full and any prepaid monies shall be deemed fully earned. Should the acquisition of a Consultant procured site be pending at the time of termination, Consultant's \$100,000 bonus is considered fully earned and payable by Client upon the closing of escrow or bilateral execution of the lease agreement and satisfaction, waiver or removal of all contingencies thereto. This obligation of Client shall continue for a period of 1080 days following the date of termination.
- (11) **CAPTIONS:** The captions in this agreement are for convenience of reference only and are not intended as part of this agreement.
- (12) **AMENDMENTS:** The agreement may not be amended, modified, altered or changed in any respect whatsoever except by a further agreement in writing executed by Client and Consultant.
- (13) **ENTIRE CONTRACT:** Time is of the essence. All prior consulting agreements between the parties are incorporated in this agreement which constitutes the entire contract. Its terms are intended by the parties as a final expression of their agreement with respect to such terms as are included herein and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend that this agreement constitutes the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial or arbitration proceeding, if any, involving this agreement.
- (14) **BINDING CONTRACT:** This agreement shall be binding upon consultant and client, their heirs, executors, administrators, successors and assigns.
- (15) **ATTACHMENTS/AMENDMENTS:** Attachments / amendments to this agreement include:  
  
None exist.
- (16) **DISCLAIMER-FINANCIAL PROJECTIONS:** All such estimates are for budgeting purposes only. Consultant makes no representations or warranties regarding actual or potential car volume, sales volume, revenue, profits, or project costs that may be expected or earned from the operation of a carwash. Many factors impact on the development, operation, and profitability of a car wash operation which cannot be predicted or built into financial projections of future results.

**I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THIS AGREEMENT; HAVE SOUGHT AND RECEIVED INDEPENDENT LEGAL ADVICE PRIOR TO SIGNING IT; AND HAVE RECEIVED A FULL COPY OF EACH PAGE INCLUDING ATTACHMENTS OR AMENDMENTS (IF ANY).**

<b>Date:</b>		<b>Date:</b>	
<b>Client:</b>		<b>Consultant:</b>	Echo Sources Inc.
<b>By:</b>	<b>X</b>	<b>By:</b>	<b>X</b>
<b>Print Name:</b>		<b>Print Name:</b>	J. R. / Jack Muellerleile
<b>Its</b>		<b>Its:</b>	President
<b>Address:</b>		<b>Address:</b>	500 Newport Center Drive Suite 800 Newport Beach, CA 92660
<b>Phone - Land:</b>		<b>Phone - Land:</b>	714.220.1806
<b>Phone - Cell:</b>		<b>Phone - Cell:</b>	714.865.6494
<b>Phone - Fax:</b>		<b>Phone - Fax:</b>	714.826.1143
<b>Email:</b>	_____	<b>Email:</b>	<a href="mailto:jrm@4VQP.com">jrm@4VQP.com</a>