PRIVATE CONSULTING FEE AGREEMENT

This Agreement is entered into as of **\_\_\_\_\_\_\_\_** by **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  hereafter referred to as Client, and All Services Real Estate (Managing Member, Derek Worchel) hereafter referred to as Consultants. This Agreement is for services rendering on the following project(s):  **\_\_\_(Address)\_\_\_\_\_\_\_\_\_\_\_**

**Now, therefore**, in consideration of the mutual covenants contained herein and other valuable consideration, the Parties hereto agree as follows. Client has requested Consultants to utilize their resources to help secure DEBT, EQUITY , AND/OR SALE for **\_\_\_\_(address)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Non Disclosure / Non Circumvent**: Parties herein agree that they will be disclosing pertinent and proprietary information and Business Contacts, as well as certain proprietary documents to each other. Therefore, Parties agree not to circumvent, by-pass, transfer to another entity or individual, or to obviate each other either directly or indirectly for any reason, or to avoid the payment of any fees agreed to on each business transaction, or to unilaterally pursue without permission by the other Party any business transaction or project, information of Business Contact disclosed by Parties to each other.

This Non Disclosure / Non Circumvent shall remain in effect for the entire length of each business transaction between Parties, or a minimum of 1 years.

**Consulting Fees/Fee**: If through Consultants efforts they are successful in securing funding (equity, debt, JV, PACE, etc.) for Client, Client agrees to pay the following Consulting Fee. Consultants will receive a consulting Fee of **two percent** (**2.0%**) for all Equity and or Jr. debt (including: common equity, preferred equity, mezzanine financing, Pace financing). Additionally, Consultants will receive a Consulting Fee of **one percent**  (**1.0%**) for senior debt placement. All Fees will be paid to Consultants at closing from closing funds. Consultant will provide banking information to the Client and Title/Escrow Officer. For sale of assets Seller agrees that any compensation that is conditioned upon the Sale of the Property will be earned by All Services Real Estate as set forth herein without any discount or allowance for any efforts made by Seller or by any other person in connection with the Sale of the Property.   
Amount in consideration of the services to be performed by All Services Real Estate. Seller agrees to pay All Services Real Estate as follows:  Sale Commission: **Three Percent (3.00%)** of the gross purchase price or total value of the deal if equity trades hands. This will remain in effect for all future deals when Client closes with the same lender Consultant sourced.

**Disclaimer**: Consultants are acting as Consultants only and not as a United States Securities Dealer, Broker, Agent, or Investment Advisor within the meaning of Section 3(a)(4) of the Securities Exchange Act of 1934. Consultants herein are only providing options for a Client to consider and are not required, nor by entering into this Agreement or performing hereunder, shall be required to register as a broker/dealer or Agent under Section 15 of the Act. All due diligence is solely the responsibility of the Client and Investor.

**Best Efforts:** All Services Real Estate cannot guarantee the successful placement of any Financing. Client agrees to hold harmless All Services Real Estate., and any of its affiliates, harmless against any actual or perceived damages resulting from the Consultants work on this Project.

In Witness Thereof, the Parties hereto signing this Agreement are duly authorized to sign and execute all the terms and conditions within this Agreement.

***Signature page to follow:***

**CONSULTANT: Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Derek Worchel, All Services Real Estate Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_