



CONSULTATION AGREEMENT AND GUARANTY

Anticipated Scope of Services.

You have engaged Fleming Education Group, LLC to provide consultation services with respect to the following matters:

We have learned that an important factor in maintaining the trust and confidence of our clients is clearly communicating our Billing Policy. Accordingly, we provide you with the following:

Fees. We charge fair value at competitive rates for the type and quality of services rendered. The amount of the fee is based upon the following factors: (1) the time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to properly perform the service; (2) the fee customarily charged in the locality for similar consulting services; (3) the amount involved and the results obtained; (4) the time limitations imposed by the client or by the circumstances; (5) the nature and length of the professional relationship with the client; (6) and the experience, reputation and ability of the consultant performing the services.

Fee Estimate. Your fees for our services will be based upon the amount of time expended on your behalf, computed according to our established hourly billing rate of \$225.00 per hour. You understand that this rate may be changed periodically by Fleming Education Group, LLC and that if it is changed that you must pay according to such new billing rates. Based on the preliminary information provided, we estimate that this engagement will require 12-17 hours of billable time. However, it may be necessary to adjust the scope of the engagement from time to time if new information and/or changed circumstances requires, in which case, we will review any said adjustments with you.

Deposits and Billing. We require a deposit of \$2500.00, prior to the initial engagement meeting, with an additional deposit due prior to the second engagement meeting. The amount of the second deposit will be based on an estimate of subsequent services to be provided as determined with the client in the initial engagement meeting. After the final Summary Report has been delivered to the client and related parties, any monies remaining in the deposit account will be returned to the client(s). Our standard practice is to bill monthly for services rendered. Statements will be delivered via email and or regular mail.



CONSULTATION AGREEMENT AND GUARANTY (P.2)

Disbursements. Out-of-pocket costs such as travel, long distance telephone, facsimile, photocopy, and filing fees will be added to your bill.

Payment. Payment for fees and disbursements is due upon receipt of each billing invoice. Where financial hardship or other appropriate circumstances exist, we will consider special billing and payment arrangements. When circumstances require division of payment between the parties to this contract, payment will be allocated in proportion to the parties' respective incomes.

Termination. You may terminate this engagement at any time for any reason upon written notice to Fleming Education Group LLC. We may terminate the engagement at any time for (a) non-payment of our fees and expenses, and (b) any other reason permitted under applicable law. If the engagement is terminated, you will be responsible for paying our fees and expenses through the date of termination in accordance with this agreement and during the additional period in which we are making other reasonable arrangements that you specify, such as transferring the matter to a successor education consultant or other entity.

Personal Guaranty. We will require your personal promise to be jointly and severally responsible for all costs advanced and services rendered on your behalf by Fleming Education Group, LLC.

Our commitment to you is to provide the highest quality service. We appreciate your business and look forward to working with you on this matter.

The parties agree to the terms and conditions set forth in this Consultation Agreement and Guaranty.

Date: _____
[NAME OF PARTY 1]

Date: _____
[NAME OF PARTY 2]

FLEMING EDUCATION GROUP, LLC

Date: _____ By _____
G. BRYAN FLEMING