

BREGLIO LAW OFFICE CONSULTING TERMS & CONDITIONS

These Terms and Conditions constitute an agreement between Breglio Law Office, its attorneys and staff (“BLO”) and our consulting clients (“Client”). Please read this Consultancy Agreement in full and let us know if you have any questions.

INCLUSIONS AND DESCRIPTIONS

1. **Consultations:** Your Consultancy includes time with our attorneys to consult and advise on legal topics related to your business. Currently, there is no cap on the time for consultations and we do not necessarily track hours. However, there are certain limitations and guidelines for receiving consultations:
 - a. **Asking Questions:** Our preferred method of asking questions is to send an email. Please briefly state your question and send to your assigned attorney. We will answer either by email or arrange a phone call if that will be more efficient. You may also call the office to speak directly with your attorney. We will try to take your call. However, we cannot guarantee our immediate availability or response time, although typically it will be the same day. For a more extensive conversation, you may schedule an appointment, and we will call you at the appointed day and time. Please do not call or text your attorney’s personal cell phone, unless given specific, clear authorization to do so.
 - b. **Adversarial Matters:** Adversarial matters are NOT included in your consultancy agreement. These include dispute mediation, settlements, discussions with opposing attorneys or parties, pre-litigation or litigation matters. **This time will be billed at the discounted current hourly rate in addition to any legal document prepared by our office at discounted fees.** We will also run a conflicts check before beginning any adversarial matter and may have to secure releases from you or possibly decline any such work. Please see our Conflict of Interest Statement below.
 - c. **Education:** While we are happy to help answer specific real estate investing questions, general education on real estate topics is NOT included nor is detailed help to oversee a specific transaction (see, below). We have provided numerous free or fee-based educational materials for general education. Please refer to these sources first.
 - d. **Transactional Help:** As mentioned above, the consulting time does not include oversight of a specific real estate transaction. Think of this as “hand-holding” through a particular deal. This level of assistance falls within our “Transaction Consulting” arrangements. Under this, we will spend whatever time is necessary for this transaction. This is a separate fee at your consulting discounted rate.
 - e. **Administrative Tasks:** Your consultancy does NOT include administrative tasks or time spent by our administrative staff to accommodate any request. Please refer to our Office Policies and our Fee List for more information. We reserve the right to invoice for any

administrative task you request of our office; this includes, but is not limited to, searching and resending documents. Please be respectful of our staff's time.

- f. Finally, we ask that you be considerate of our time. The keep our fee structure as affordable as possible, this consultancy agreement is not meant to provide instantaneous, unlimited access to our attorneys. We reserve the right to begin billing hourly in the event we feel any Client has exceeded a reasonable amount of time during the term. Reasonableness will take into account your yearly consulting fee, the other included services/savings and our normal hourly billing rates.
2. **Corporate Meetings/Minutes:** Consulting clients receive one (1) corporate meeting per year with minutes. **This is a 30 to 40-minute phone consultation.** While we will ask various questions about your business, this is also your time to ask any question. We appreciate it when clients come prepared with their questions! We do not put our entire conversation into the minutes as we withhold certain information as attorney client privilege at our discretion. We will email you the minutes shortly after our meetings. Please print, sign and keep these in your corporate binder. Our office will make reasonable attempts to contact you just prior to the month of your meeting to schedule a day and time. **It is your responsibility to respond and set the appointment.** If you fail to set an appointment or fail to attend a scheduled meeting during the month of your meeting, you forfeit the meeting for that month, no exceptions. There are no refunds for missed meetings. Your meetings will also include a discussion of renewing our consulting agreement.
3. **Document Review:** Document or contract review, generally, is NOT included in your Consultancy. However, we will happily review short (1 – 2 pages), common real estate documents and provide an opinion. This inclusion is in our sole discretion. For other documents we will examine the documents and inform you about billing before incurring any fees. Your discount applies to this work. Under no circumstance will we review any form document provided to you from any other source for your use as a transactional form.
4. **Registered Agency Service:** Our normal service fee for being the registered agent on an entity is heavily discounted for consulting clients, but WE DO REQUIRE A FEE. We do require a fee for each entity in order to confirm our client's desire to keep the entity active. This is done through an invoice. You will receive an invoice in the month of renewal and it is your responsibility to pay this invoice indicating to us that the entity is to be kept active. Once payment is received, we will renew your entity. Failure to pay the invoice may result in your entity being administratively dissolved.
5. **Discounts on Legal Work:** Consulting client receive the discounted fees on all services, education and products provided through our office. The current discount is 30% off everything. We reserve the right to modify our standard pricing at any time. Please refer to our Price List for current pricing.

GENERAL TERMS

- 1. Business of Consultancy:** Our consulting services shall be conducted as a Consultancy between BLO and our Client and/or Client's business(es). Notwithstanding, Client shall have full, exclusive and complete authority and discretion in the management and control of Client's business(es) and shall be ultimately responsible for making all decisions affecting Client's business(es). BLO will devote only the amount of time to the effectuation of our Agreement according to the terms of this Consultancy. BLO provides this consultancy services on a non-exclusive basis.
- 2. Other Business:** You and BLO may have interests in businesses other than this consultancy. One party shall not have the right to the income or proceeds derived from such other business interests and, even if they are competitive with this Consultancy, such business interests shall not be deemed wrongful or improper.
- 3. Indemnifications:** The parties to this Consultancy shall fully indemnify the other and its directors, officers, employees, agents, stockholders and Affiliates (collectively, "Indemnified Parties") from and against any and all losses, damages, judgments, liabilities, expenses and amounts paid in settlement of any claims, issues, suits, negotiations or the like instigated by third parties sustained in connection with this Consultancy if it is so determined that the offending party's conduct constitutes gross or intentional misconduct or a material breach of this Agreement.
- 4. Nature of Relationship:** Neither party is an agent, representative or partner of the other party. Neither party shall have any right, power or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other party. No creditor, judgment, lien or any other action not associated with the purposes of this Agreement against one party shall have any affect on the other.
- 5. Consulting Services and Fee:** Client has opted for the stated consulting fee listed on Client's invoice. This fee is due in full at the beginning of each consultancy period. There are no refunds for early termination for any reason.
- 6. Term:** The term of all Consultancy Agreements are one (1) year. There is no obligation to renew beyond the Term of this Consultancy.
- 7. Commencement:** This Consultancy shall commence on the date Client makes payment of the consulting fee and shall remain in effect for one (1) year from the date of this Agreement, ending on the final day of each anniversary month.
- 8. Resolution of Disputes:** The parties will endeavor in good faith to resolve all disputes arising under or related to this Agreement by mediation according to then prevailing rules and procedures of the American Arbitration Association. If the parties fail in their attempt to resolve a dispute by mediation, they will submit the dispute to arbitration according to the then prevailing rules and procedures of the American Arbitration Association. Utah law will govern the rights and obligations of the parties with respect to the matters in controversy. The

arbitrator will allocate all costs and fees attributable to the arbitration between the parties equally. The arbitrator's award will be final and binding and judgment may be entered in any court of competent jurisdiction.

9. **Governing Law:** Utah law governs the construction and application of the terms of this Consultancy Agreement.
10. **Confidentiality:** This Agreement and its terms are confidential and shall not be disclosed to any other third party with the exception of legal counsel, tax accountant and in a court of law.
11. **Force Majeure:** In the event that either party is delayed or unable to perform any of its obligations under this Agreement beyond its reasonable control, including, but not limited to, any Act of God, acts of war, insurrection, strike, lock-outs, or other serious labor disputes, riots, fire, flood, earthquakes, explosions or other acts of nature, governmental acts, orders or restrictions, or any other reason where failure to perform is beyond the reasonable control and not caused by the negligence of the non-performing party (a "Force Majeure Event"), the party who has been so affected shall give notice immediately to the other party and shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. When such events have abated, the parties' respective obligations hereunder shall resume. Failure to meet due dates resulting from a Force Majeure Event shall extend such due dates for a reasonable period. However, if the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been affected may, by giving written notice, terminate this Agreement effective immediately upon such notice or at such later date as is therein specified.
12. **Conflict of Interest Statement: The undersigned agrees and recognizes that Breglio Law Office represents many members of the Utah community, including members of the real estate investment industry. The undersigned agrees and recognizes that Breglio Law Office would be unable to continue representing a client with respect to any matter or substantially related matter that is adverse to the interests of another client of Breglio Law Office, unless all parties give written, informed consent to the conflict of interest. Breglio Law Office reserves the right to withdraw from representing one or both clients at any time after learning of a potential conflict of interest, as to that or any other matters Breglio Law Office deems necessary to avoid a conflict of interest or material harm to Breglio Law Office or to its clients. In the event of such a conflict, both clients are advised to seek outside counsel at their earliest possible convenience.**
13. **Business Dealings with Clients: The Client is advised before undertaking any kind of business dealing with Breglio Law Office, or any of its subsidiaries and their officers, attorneys or employees, of the desirability of seeking out independent legal counsel about a proposed transaction, and that any such business dealing shall be as the individuals noted in such dealing and not as an attorney or employees of Breglio Law Office. A written memorandum of the terms of the business dealing, which are reasonably understood by the client, shall be signed by the client prior to any undertaking of business with the firm. The client understands that none of the duties, obligations, responsibilities, or privileges of the attorney-client relationship shall extend**

or shall be imputed to extend to the business relationship existing between the client and Breglio Law Office in the course of their business dealings. Client agrees to indemnify and hold harmless Breglio Law Office and its officers for the duration of the agreement.

14. **Other Services Offered:** The Client agrees, recognizes and understands that Breglio Law Office is a Law Office and that our attorneys are both attorneys and an escrow officers. The Client agrees, recognizes and understands that we perform both title work in the capacity of an escrow officer as well as legal work in the capacity of an attorney and that the services are each offered separately, and are not extensions of one another and that none of the duties, obligations, responsibilities, or privileges of the attorney-client relationship shall extend or shall be imputed to extend to title work performed by us in the capacity of an escrow officer and vice versa.
15. **Severability:** If any section or provision of this Agreement is held by a court of competent jurisdiction to be invalid under applicable rule of law, they are to that extent to be deemed omitted and the remaining provisions of this Agreement shall remain in full force and effect.
16. **Survivability:** The warranties and indemnifications and confidentiality obligations of this Agreement shall survive the termination of the Agreement by either party for any reason.
17. **Termination:** This Agreement shall be dissolved upon the happening of 1) the adjudication of bankruptcy, filing of petition of Bankruptcy or insolvency of either of the parties; or 2) at 11:59 pm on the day preceding the anniversary date of the Effective Date of this Agreement; or 3) mutual agreement of both parties. If BLO is unable to provide services at any time due to death or incapacity of its providing attorney(ies), then Client shall receive a pro-rated refund for the remainder of the Term. BLO shall maintain all its records and documents for the Client for a period of not less than five (5) years after termination of this Agreement or any extension.