

Business Plan Development Agreement

Parker Company

Sample Business Plan Agreement



RMD Financial Corporation

1430 Larimer, #304, Denver, Colorado

Dir. 303-572-3004 - Fax 303-371-1811

Home Page - www.rmdfc.com

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Business Plan Development Agreement

THIS AGREEMENT (the "Agreement") is made and entered into as of this December 30, 2011 by and between Parker Company ("PWC"), with offices located at 7435 Monico Blvd., Denver, Colorado 80220, and RMD FINANCIAL CORPORATION, ("RMD-FC"), with a street address of 1430 Larimer, Suite 430, Denver, Colorado 80202.

RECITALS

WHEREAS, PWC and RMD-FC have agreed to enter into this Agreement whereby RMD-FC will provide "business Plan development" services to PWC;

WHEREAS, PWC and RMD-FC agrees that PWC has a right to terminate this Agreement at any time;

WHEREAS, in consideration for RMD-FC providing assistance to PWC, PWC shall pay to RMD-FC the sum of Eight Hundred Dollars (\$800.00) upon the execution of this agreement;

WITNESSETH

NOW, THEREFORE, in consideration of the promises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1.) CONSULTING SERVICES

RMD-FC will assist PWC's management in the preparation and packaging of PWC's investor package, and the preparation and packaging of PWC's private offering (placement) package by providing the following services:

- Analysis of PWC's business practices and recommend changes that will strengthen the company's presentations;
- Analysis of PWC's business practices and recommend changes that will strengthen the company's presentations for the purpose of placing a private offering;
- Assist PWC in the preparation of a business plan; Balance Sheet, Income and Expense statements; cash flow, balance sheet, and other financial information;
- Assist PWC in the preparation of private offering agreement, stock purchaser agreements and other corporate documents;
- When appropriate, consultant will accompany PWC to meetings and negotiations on issues relative to PWC's private placement efforts;



2.) COMPENSATION STRUCTURE

Compensation of Consultant shall be based upon the following:

- (i) Each invoice will include a detailed break down of all services rendered.
- (ii) Invoices sent to PWC shall be due upon receipt.
- (iii) PWC will be invoiced monthly for service rendered.

The retainer paid upon the execution of this agreement shall be credited against the first invoice billed to PWC.

3.) SOURCES OF INFORMATION AVAILABLE TO RMD-FC; BEST EFFORTS

RMD-FC will have access to information in the possession or control of PWC and/or to any additional information to which RMD-FC receives directly from PWC. RMD-FC will not ask any entity or organization within PWC, other than PWC, for information without specific direction to do so from PWC. PWC recognizes and acknowledges that RMD-FC will perform its services under this Agreement based on information made available by PWC. RMD-FC will access information from third parties on the behalf and to the benefit of PWC. PWC recognizes and acknowledges that RMD-FC will perform its services under this Agreement based on the information available to RMD-FC. RMD-FC shall use its best efforts to convey accurate and timely information to PWC.

4.) NO GUARANTEES

There are no guarantees, either expressed or implied, regarding the approval of PWC's loan package. RMD-FC will not act as an attorney for PWC. We will testify on the behalf of PWC in any hearings held regarding the contents of said certification applications.

5.) CONFIDENTIALITY

RMD-FC agrees to hold information received from PWC, or otherwise made available to RMD-FC with the permission of PWC, in confidence and not to show or disclose it to any third party, including to any third party for RMD-FC's marketing purposes. RMD-FC agrees to hold its conclusion and information in its reports to PWC in confidence and not to show or disclose such information or reports to any third party, including to any third party for RMD-FC's marketing purposes. RMD-FC shall use all reasonable means to safeguard the confidentiality of such information.

6.) MANAGEMENT REPORTS

RMD-FC will provide to PWC's management a weekly report on the status of this project.

7.) TRAVEL EXPENSES

Whenever the work covered by this Agreement shall involve travel expenses, PWC shall reimburse RMD-FC for all costs incurred for said travel. PWC agrees to reimburse RMD-FC for mileage at the rate of \$.32 per mile.



8.) PRINTING EXPENSES

Whenever the work covered by this Agreement shall involve printing and/or packaging expenses, PWC shall reimburse RMD-FC for all such expenses. RMD-FC will secure PWC approval prior to incurring expenses in this area.

9.) POSTAGE AND/OR FREIGHT EXPENSES

Whenever the work covered by this Agreement shall involve postage and/or freight expenses, PWC shall reimburse RMD-FC for all such costs incurred. RMD-FC will secure PWC approval prior to incurring expenses in this area.

10.) COMMUNICATIONS EXPENSES

Whenever the work covered by this Agreement shall involve toll telephone calls and/or other communications expenses, PWC shall reimburse RMD-FC for all costs incurred. RMD-FC will secure PWC approval prior to incurring expenses in this area.

11.) SEVERABILITY

If any provision in this Agreement is not essential to its basic purpose, this Agreement shall not be held invalid or unenforceable and, the remainder of this Agreement shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular circumstances, this Agreement shall nevertheless remain in full force and effect in all other circumstances.

12.) BENEFIT

This Agreement shall inure to and shall be binding upon the parties hereto, the successors, assigns, heirs, trustees, and personal representatives of PWC and RMD-FC.

13.) NOTICE

All notices required to be given hereunder with regard to the termination of this agreement or the need for material changes to its contents (but excluding routine correspondence) shall be in writing, and shall be delivered in person or by Certified Mail, Return Receipt Requested, as follows:

To: Richard Daniel, President, RMD FINANCIAL CORPORATION 1623 Blake St., Suite #450, Denver, Colorado 80202 or such other address as the parties shall designate for notices in accordance with this agreement.

14.) WAIVER

The waiver by either party of any breach or violation of any provision of this agreement shall not operate or be construed as a waiver of any subsequent breach or violation hereof unless such waiver is expressly made in writing.

15.) GOVERNING LAW

This agreement has been negotiated and executed in the State of Colorado and the laws of that State shall govern its construction and validity.

16.) ENTIRE AGREEMENT

This Agreement supersedes any and all other agreements, either oral or written, between the parties and contains all of the covenants and agreements between the two parties relating to the subject matter



hereof. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party or anyone acting on behalf of any party which are not embodied herein, and that no other Agreement, statement or promise not contained in this shall be valid or binding unless such Agreement is made in writing, signed by both parties and executed at a date subsequent to the date of this Agreement. No modification of this Agreement shall be effective unless in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereof have executed this Agreement as of the date first written above.

Parker Company

RMD FINANCIAL CORPORATION

By: _____
Parker Noel

By: _____
Richard Daniel, President

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