

COMPENSATION AGREEMENT

This agreement entered into between F&I Solutions, Inc. and the undersigned client, or authorized Representative of such client is for the provisions of a Contract Finance Specialist who will provide financial management and expertise temporarily.

F&I Solutions, Inc. agrees to provide the Client with temporary personnel who are skilled in the area of automotive finance. In return for the provision of these skilled laborers, Client agrees to pay F&I Solutions, Inc. the greater of \$400.00 per day or 15% commission on all F&I income generated by the specialist including finance reserve and profits on F&I products sold by the specialist on that day. Each day stands alone. Compensation under this Agreement's terms shall be calculated daily and the Client shall be billed via invoice every Monday for the previous week's work. Client shall tender payment to F&I Solutions, Inc. via overnight delivery to 44 Commons Way #204 Waynesville, NC 28786. Payment for F&I services is due F&I Solutions, Inc. by the Wednesday following Monday invoice.

Client further agrees to pay for all transportation necessary, including airfare, shuttle, and vehicle use as it is required by the Specialist during his/her temporary assignment. If the Specialist provides their vehicle for transportation a charge of .50 per mile round trip will be invoiced to the client. Also, the Client shall provide at their expense reasonable "turn-key" accommodations for the duration of the assignment. For this Agreement "reasonable accommodations" shall mean, at a minimum, those accommodations readily available from any national hotel chain, including but not limited to Holiday Inn, Hampton Inn, Ramada Inn, Sheraton, or Marriott hotels.

If for any reason, Client desires to end the relationship with the appointed Finance Specialist, Client may terminate this Agreement any time after the 6-day minimum by providing notice of cancellation and paying all amounts due and owing F&I Solutions, Inc. at the date of termination. Further, the Client must provide for transporting the Specialist back to his/her place of origin. Should the Client wish to replace a Specialist, such replacement will be made following receipt of a request for the replacement, with all of the same terms and conditions of this Agreement applying to the replacement Specialist. Depending on the reason for replacement F&I Solutions, Inc. may elect to incur the cost of replacing the Specialist on a case-by-case basis.

The client is hereby informed and made specifically aware that F&I Solutions, Inc. has a contractual relationship with the Finance Specialists that are provided to the Client. These contractual relationships are valuable and essential to the financial success and stability of F&I Solutions, Inc. As such, should the Client attempt to offer employment to the provided Finance Specialist during the temporary assignment or in the twelve (12) months following such assignment, such offer shall be considered intentional interference with the contract between the Specialist and F&I Solutions, Inc. Should Client wish to hire the provided Specialist during the prohibited period, Client may pay F&I Solutions, Inc. a permanent placement fee of Five Thousand Dollars (\$5000.00). Payment of the permanent placement fee is not an available alternative unless and until the Finance Specialist has been placed with the Client for at least 90 consecutive days. This Five Thousand Dollars (\$5000.00) shall also be considered liquidated damages to enforce the provisions of this paragraph.