



405 Blumont Street  
Laguna Beach CA 92651  
40 Lake Bellevue Suite 100  
Bellevue WA 98004  
301 Forest Ave  
Laguna Beach CA 92651

Please take a moment to read our contract agreement. Initial each page, fill out and sign the form on page 5. Fax completed paperwork to:

**Independent contractor agreements can be reworked to fit that of the Trader or Investor.**

**888-821-0556 or Email: [rob@shopprop.com](mailto:rob@shopprop.com)**

When you sign and return the Independent Contractor agreement you will be issued a Wells Fargo subaccount along with a username and password to this account. You will be able to log onto this account to track your balance. When your wire is received, you will be issued a username and password to the SlicedProp software.

SlicedProp LLC will hold title to the property and the trader/investor will hold rights and interest as outlined in this agreement.

1. SlicedProp LLC (the company) **guarantees** to never encumber the portion of a property a trader/investor owns.
2. The Company and you agree that you will, as an independent contractor to the Company will do **one** of the following, instruct the Company on what amounts to invest in each property, select states to purchase in, select counties to purchase in, select purchases of real estate or approve purchases in the Company's name in your sub account, with funds ("Firm Capital") provided by the Company. You further understand that investing in real estate involves risk and you may lose money on real estate transactions. You will receive, as full consideration for your services terms described in "Schedule A" from Real Estate transactions that you select or agree to. Such profits



shall be calculated on a deal-by-deal basis by the Company. You will be paid any net profits and proceeds within 3 days of the close of escrow or as defined in Schedule A, and the money will be deposited into your Wells Fargo Sub account which the company will provide you a username and password. You can withdraw any money that is available in your Wells Fargo Sub Account at any time by requesting a wire or check to be sent to you by emailing [info@SlicedProp.com](mailto:info@SlicedProp.com). Your relationship with the Company is that of an independent contractor, not an employee.

3. In order to induce the Company to provide you with access to firm capital, software, and expertise to enable you to do one of the following, select purchases of real estate, approve purchases, discuss real estate purchases, and keep the profit laid out in "Schedule A", you agree to bear certain losses that result from your transactions and those losses are defined in the calculation in Schedule A on a per transaction basis. To secure your obligation for such losses, and secure the professional services of The Company, you are depositing \_\_\_\_\_ with the Company, prior to any transaction.
4. The Company will also issue a username and password to the independent contractor for SlicedProp's Software where the company and the independent contractor can track all transactions that the independent contractor selects or approves. Those transactions will be tracked separately from all other activity and transactions that are made within the Company, including transactions selected by the Company, by its employees, and/or by other independent contractors. The portion of the Company Account so tracked, and which holds the transactions the independent contractor has selected or approved for the Company Account from time to time, is called the "Sub-Account." You recognize that the creation of the Sub-Account is an accounting mechanism for you and the company to keep track of the properties you have bought and sold.
5. The Company will maintain a profit and loss record on the Sub-Account, reflecting all profits and losses on the transactions the independent contractor makes therein, net of all transaction fees, costs and expenses incurred by the Company for such transactions to be effected including but not limited to rehab and selling fees. The net amount of the profit and loss on the Sub-Account, as computed from time to time, is referred to as the "Closed P&L." The Closed P&L will be zero before your first transaction. If the Closed P&L at the end of any given transaction is negative, the negative Net P&L will be taken from your Sub-Account and the net principal amount in your Wells Fargo Sub account will be reduced accordingly. If the Net P&L is positive at the end of any transaction, there will be "net profits," (as enclosed in Schedule A) of which will be distributed



to you and deposited into your Sub-Account at Wells Fargo which will increase your balance. You can withdraw money that is in your Wells Fargo subaccount at anytime.

6. You recognize that, as noted above, the creation of the Sub-Account is an accounting mechanism. Therefore, it is the Company which is the party to each transaction. Therefore, in order to carry out your agreement to bear the Losses on the transaction in your sub account, we agree as follows: upon the occurrence of any loss, you hereby authorize the Company, to collect for itself out of the Wells Fargo Sub Account any amount equal to such Loss amount that was generated in your sub account (you bought a property and that property generated a loss), and the balance will be reduced by the amount of such loss. You also agree that when you decide to make a transaction the money will be taken from your Wells Fargo Sub Account and put into the company general funds which we will use to secure the transaction you requested or approved. If the transaction cannot be completed .i.e. you are not the high bid (we did not buy the property) on the property the money will be deposited back into your Wells Fargo sub account. In the event you are high bid the money will remain out of your Wells Fargo sub account as security for the transaction. When the property is sold the money that was taken out for security for the transaction plus the profit or minus the loss will be deposited back into your Wells Fargo sub account.
7. You have no obligation to select any minimum number of transactions in the Sub-Account, or to devote any minimum amount of time to performing services hereunder. You will devote such time, and make such transactions in the Sub-Account as you may elect from time to time. However, you recognize that either of us can terminate this Agreement at any time. Initial Here: \_\_\_\_\_
8. You understand that no interest shall accrue on the Wells Fargo sub account, the Trader Sub-Account, or any balances therein. The only revenue that you will receive hereunder will be outlined in the schedule A, if any is due. There will be a \$8.99 charge per month for the sub account.
9. By not later than December 31 of any year during which this Agreement remains in place, the Company will distribute to you, and you shall accept, 100% of all net profits that are deemed generated in the Sub-Account during such year (collectively, "Annual Profits") in order to enable the Company to complete and issue to you an IRS Form 1099 with respect to such Trading Profits.



10. You understand and agree that all right, title and interest in and to the Company Account, shall be the property of the Company, **except to the extent that you are entitled hereunder to in Schedule A, obligated hereunder to bear the Trader Losses and entitled to receive profit.**
11. You represent to the Company that you are lawfully able to enter into and perform this agreement, and doing so will not result in a breach or violation of any agreement to which you are a party or by which you are bound.
12. You understand and agree that all software, designs, inventions, improvements, trade secrets and works of authorship owned or used by the Company or its affiliates, and all financial information, pricing strategies, client or customer lists, supplier lists and other information regarding the Company or its affiliates and their respective business operations or procedures, constitutes valuable confidential and proprietary property of the Company and its affiliates or the persons from whom the Company has obtained the right to use same (collectively, “Confidential Information”).
13. You agree that upon request by the Company or in the event of the termination of this Agreement, you will immediately turn over to the Company all documents. Initial Here: \_\_\_\_\_
14. You understand that the Company is not a Real Estate brokerage firm, and holds no license or registration, but is a private company offering access to firm capital, firm software, firm expertise and trading and investing in Real Estate for its own account. The managing partner Rob Luecke is a licensed broker in CA, WA, HI, VA, AZ and TX . Initial Here \_\_\_\_\_
15. Upon the termination of this Agreement for any reason the Company will determine the Net P&L and distribute 100% of if any net profits as provided as laid out in the schedule A herein.
16. This agreement shall be governed by, and construed in accordance with, the substantive laws of the State of California or Washington State.
17. You may not assign any of your rights, or delegate any of your duties hereunder, without the prior written consent of the Company, which may be withheld in the Company’s sole discretion. Initial Here: \_\_\_\_\_



18. Death or Incapacity of a Trader/Investor. In the event of the death or incapacity of a Trader/Investor the properties that the Trader/Investor has in their sub account shall be sold and money distributed according to Schedule A. This agreement will be terminated at the time the properties have been sold and all monies have been appropriately distributed as laid out in the Schedule A.

19. Trader agrees that all cost to take possession, rehab the property, clear the property for sale will be added to the purchase price of the property for profit calculation. In addition all selling fees will be deducted from the net profit.

A typical P and L would look like:

Purchase Price- \$300,000

Trader Investor Ownership x%

Selling Price - \$350,000

Selling expense(escrow, commissions...) \$13000

Taking possession- \$400

Rehab cost - \$7,000

Profit=\$29,600

The profit will be split as laid out in the Schedule A.

SlicedProp agrees to list properties for sale with ShopProp and charge a \$0 listing fee and a 1-3% selling office commission (commission paid to the agent representing the buyer).

20. EXCLUSIVE. If Trader/Investor or any company, LLC or associate where the trader/investor receives potential profit, during the course of this Agreement, purchases a property where they had access to that property through SlicedProp software, then the trader/investor shall pay to Firm the 2% of the purchase price. If the trader/investor shall within 2 months after expiration or termination of this Agreement, purchase a property where they had access to that property through SlicedProp software, then the Buyer shall pay the Firm 2% of the purchase price and any of the costs associated with collecting the fees.

21. Buying 100% of a Property and taking Title in the Trader/Investors name. If the Trader/Investor instructs SlicedProp/ShopProp to purchase a property and vest(take title) the property in that Trader/Investors name the Trader/Investor agrees to pay ShopProp(is a licensed real estate brokerage firm and can be paid a commission) 1% of the purchase price. The Trader/Investor also agrees that they will pay 100% of the property and the money to purchase that property will be taken out of their subaccount at Wells Fargo. The 1% of the purchase price will be taken out of



the Trader/Investor Wells Fargo sub-account and paid to ShopProp or if closed via escrow paid at closing. The Trader/Investor understands that they will be receiving the Trustees Deed if buying a foreclosed property and will be responsible for recording the Trustees Deed. They will let SliceProp know where to instruct the Trustee to send the deed prior to the auction. If the Trader wishes to have SlicedProp record the deed (the Trustees Deed will be in the Trader/Investors name) SlicedProp will provide this service, but the Trader/Investor will be responsible for the fee associated with the recording. SlicedProp will be happy to advise about taking possession, rehab and any other issues on the property, but title will be in the Trader/Investors name and not part of the SlicedProp portfolio. If the Trader/Investor wishes to have SlicedProp run the project as project manager SlicedProp will handle this for a percentage of the profit. This will be handled and negotiated on a deal by deal basis and a Project Manager Employment agreement will be signed between SlicedProp and the Trader/Investor. Schedule A and the ShopProp Buyers Agency agreement will not be in force in this situation. Only the payment of the 1% +\$1,000 to ShopProp will apply.

22. Buying a property and vesting (taking title) as a partner with SlicedProp. The Trader/Investor can decide to partner with SlicedProp on a property. In this situation, the Trader/Investor will instruct SlicedProp that they wish to take title with SlicedProp. In this situation, SlicedProp will take title with the Trader/Investor and will sign the partnership agreement for this particular property. The partner's percentage of this investment in the property will be taken out of the Trader/Investors subaccount. Since the Trader/Investor will be on title they will need to sign offer and closing documents along with SlicedProp, but do not need to be at the auction. The profit split and terms will be determined by the Partnership Agreement signed by SlicedProp and the Trader/Investor. In this situation the Schedule A will not apply but the terms of the Partnership Agreement will determine profit split and terms.
23. If a buyers agency agreement regarding purchasing foreclosures was previously signed with ShopProp it shall be void upon executing this agreement. \_\_\_\_\_  
Robert Luecke Managing Broker ShopProp
24. On every property the Trader/Investor is invested in SlicedProp will provide a profit and loss of all expenses as well as a closing statement from escrow.



OurCapitalGroup

## Schedule A

Trader/Investor Agrees to the following Schedule:

Pick the one that works for you or both.

### 1. Self Direct Trader/Investor

Use our software to look through the properties for the upcoming auction. SlicedProp researches all the properties and marks each property we think is an exceptional value as a hot property. When you find a property you are interested in you can view the research that is on the property, look at the SlicedProp estimate, potential profit, look at the drive by report, title information, view SlicedProp's comments on the property and place a bid thru our software. You can own 100% of the property or own a smaller percentage of the property. SlicedProp will bid at the auction. If we are the winning bidder we will own the property and SlicedProp will handle taking possession of the property, doing the rehab, listing the property for sale and upon the sell issue you a check to your account. SlicedProp will collect 30% of the net profit from the Trader Investors profit. You may be interested in buying a property that SlicedProp is not willing to partner on. In this situation you would be responsible for buying 100% of the property.

Flow of Money-How it works

Trader/Investor buys 100% of the property

Trader/Investor places a bid for \$300,000 on xyz property.

\$300,000 is taken out of the Independent Contractors Wells Fargo Sub Account.

SlicedProp bids on the property.

SlicedProp takes possession, rehabs the property, lists, handles escrow and sells the property.

The net proceeds minus 30% of the net profit are deposited into the Independent Contractors Sub Account at Wells Fargo.

Trader/Investor buys less than 100%:

Trader/Investor decides on 50% of xyz property and \$150,000 is taken out of your Wells Fargo sub account.

SlicedProp buys the property at \$300,000 after rehab purchase price is \$305,000

After expenses we net 40,000

Your return = .492% of \$40,000 (initial investment of \$150,000/new purchase price after rehab=.492%)

= \$19,680-30% to SlicedProp



= a total return to you of \$13,776

In this situation \$163,776 would be deposited back into your Wells Fargo Sub Account.

### 2 **Passive Trader/Investors**

Will put in a passive good till cancel order thru the SlicedProp software that will instruct the company how much to invest, how many properties to invest in and what state and counties. Luecke who manages SlicedProp and KapSlicedProp will do all the necessary research and he will place the bids on the properties that he thinks will bring the highest rates of return. If SlicedProp or KapSlicedProp is the winning bidder, we will take possession of the property, do the rehab, list the property for sale, handle closing and issue the proceeds plus or minus profit into your sub account.

#### Flow of Money-How it works

You input a passive order to invest \$100,000 dollars into 2 properties in Orange and King county. If available SlicedProp would issue you \$50,000 in the next 2 properties purchased in Orange in King County based on a first entered first filled. (The trader/ investor that has the order entered first is filled first)

Property 1 is purchased at \$75,000 after rehab purchase price is \$100,000 .

Property 2 is purchased at \$75,000 after rehab purchase price is \$100,000.

Passive trader/investor owns \$50,000 in each property.

After expenses the Company nets \$40,000 total on both properties.

Your return = 50% of \$40,000

= \$20,000-30% to SlicedProp

= a total return to you of \$14,000

In this situation, \$164,000 would be deposited back into your Wells Fargo Sub Account.

Contractors Name \_\_\_\_\_

Contractors Signature \_\_\_\_\_ Date \_\_\_\_\_





Address \_\_\_\_\_

Phone Number \_\_\_\_\_

Approved by \_\_\_\_\_ Date \_\_\_\_\_

SlicedProp