LOAN CONSULTING CONTRACT

The Undersigned Client has retained Lyle B. Benson (hereinafter Consultant) as a loan consultant to package and assist in processing the client's loan.

Client agrees that Consultant has the exclusive and irrevocable authority to act as the Client's loan consultant for the Client's current project as described to the Consultant by the Client, for a term of 36 months from date of this contract. Under this authority the Client will request that the Consultant provide the Client with a list of possible lending institutions or other entities that could provide the Client with a loan.

Client agrees to pay Consultant fees as follows:

1. A nonrefundable initial consulting fee of $_____ at the time Client and Consultant sign this agreement. In the event Client obtains any financing, then Client shall be given a credit in the amount of the initial consulting fee at closing.

2. Client agrees to instruct the financing institution to remit the fees due Consultant directly to Consultant at the time any financing is provided to Client during the term of the agreement. When the client obtains financing from a lending institution or other entity, then the client must pay the consultant _____ of any financing obtained during the term of this contract relating to this project, including interim financing, bridge loans and funds committed by a bank for future financing. The Parties understand that the total financing needed for the Client's current project may possibly include one or more financial institutions, or other entities. The _____ percent (_____) fee for consulting the client in obtaining financing shall be due Consultant immediately upon Client obtaining any financing within stated period of time, from any source. Origination Fees are defined as costs relating to the gathering of data, interviewing and processing of the loan application and the loan request that continues up to the point of receiving a letter of commitment from a bank that an applicant has been accepted for a loan. Any other fees that a Bank may charge are not origination fees. Client further agrees to pay applicable sales tax.

If within the 36-month period, the Client, Consultant, or any other party assists the Client in obtaining financing, then the Client agrees to pay Consultant the one percent fee as described in this contract for the financing obtained and the applicable sales taxes. Client further agrees not to circumvent or attempt to circumvent the Consultant in any manner during the 36-month period without paying the Consultant the fees provided for in this agreement. The parties understand that the term circumvent shall be interpreted, but not limited to include the following situations. First the client using any portion of any financial analysis verbally discussed or materially prepared by the Consultant or any other person or entities in preparation for any portion of the loan application prepared by Consultant or any other person or entities. Second if the Client or any other person authorizes any other entities to contact any prior or new financial institutions or private entities to obtain any financing needed by client, without paying Consultant the fees provided for in this agreement.

In the event that Client fails to pay Consultant timely for the fees provided for in this agreement, or breaches any of the other terms and conditions of this agreement, then Client shall be responsible for and shall pay Consultant all of Consultant's costs and expenses, including attorney fees, incurred by Consultant in collecting the fees due Consultant. The laws of South Dakota govern any contractual disputes and interpretations of this contract and Client hereby agrees to personal and exclusive jurisdiction to any Court in the State of S.D. Any breach of this contract must be litigated in the State of South Dakota. This Contract represents the Parties final terms and intentions, and may not be modified except in writing, and signed by all parties.

Dated this _____ day of _____, _____.

Client: _____

Its Authority: _____   Consultant_____