

## CONSULTING CONTRACT

This Contract, effective October 7, 2013, is made by and between FER-PAL Construction USA LLC, 1350 Gasket Drive, Elgin, IL 60120 and Jay D. Doherty & Associates, 210 E. Pearson Street, #9B, Chicago, Illinois 60611.

1. **Term of Contract.** This Contract is effective from October 7, 2013 through April 6, 2014, and continues from month to month thereafter until terminated in writing. The Contract may be terminated by either party and for any reason, effective 30 days after written notice is delivered.
  2. **Services:** FER-PAL Construction retains Jay D. Doherty to promote FER-PAL Construction and its business matters.
  3. **Confidentiality.** Jay D. Doherty acknowledges that certain of FER-PAL Constructions' valuable, confidential and proprietary information may come into its possession. Accordingly, Jay D. Doherty agrees that all such information furnished will remain the exclusive property of FER-PAL Construction, and Jay D. Doherty agrees to hold all information it obtains from or about FER-PAL Construction in strictest confidence. Jay D. Doherty also will not communicate FER-PAL Constructions' information in any form to any third party without FER-PAL Constructions' prior written consent.
  4. **Compensation.** In consideration for Jay D. Doherty's services, FER-PAL Construction agrees to pay Jay D. Doherty \$8,000 per month. The first monthly payment of \$8,000 is due upon execution of this Contract and each subsequent monthly payment is due on the first day of each subsequent month. Jay D. Doherty invoices are payable on receipt.
  5. **Independent Contractor.** The parties hereto agree that Jay D. Doherty will act as an independent contractor in the performance of its duties hereunder.
  6. **Expenses.** In addition to the compensation set forth in paragraph 5, FER-PAL Construction agrees to reimburse Jay D. Doherty for all out of pocket expenses Jay D. Doherty incurs in the course of providing services under this Contract; provided, however, that all expenditures in excess of \$200.00 must be approved in advance by FER-PAL Construction.
  7. **Governing Law.** This Contract shall be construed under the laws of the State of Illinois.
  8. **Entire Contract.** This Contract represents the entire agreement between the parties and is not subject to change or modification except by written agreement signed by the parties.
- IN WITNESS WHEREOF, the parties hereto set their hand this 8th day of OCTOBER, 2013.

JAY D. DOHERTY & ASSOCIATES

FER-PAL CONSTRUCTION USA LLC

JAY D. DOHERTY