

SERVICES AND RESPONSIBILITIES

HAWK

1. HAWK will supply said property to Client for seventeen thousand five hundred dollars (\$17,500.00). This purchase price will cover the property and the following warranties.
 - a) HAWK shall provide Client with ownership to a property with a clear and marketable title. The property will be purchased by HAWK from a wholesale foreclosure supplier and HAWK will have little information regarding the property.
 - b) The property provided to Client will be valued no less than forty five thousand (\$45,000); said property value will be determined by online evaluations of property values and (not) an appraisal. Once the property is identified by HAWK, Client will have the opportunity to obtain an appraisal at its own cost if desired.
 - c) HAWK will exchange said property from Client with a new property under the following circumstances, and ONLY if Client has employed the Management Services of Pro Financial Services. Following are the reasons why Hawk would exchange said property:
 1. If said property is found to be un-saleable by the process developed by the Management Company, the Management Companies research crew, and or local ordinances.
 - d) HAWK has established a relationship with a reputable Client Services Company whom can assist Client with the liquidation of said property if Client so desires. Client will be responsible for the costs associated with these services.
 - e) HAWK shall only hold title for a short period of time, will not reside in the property itself, and will therefore have little information upon which a Client may rely.

CLIENT

1. Client shall provide funding to HAWK for the purchase of said property in the amount of seventeen thousand five hundred dollars (\$17,500.00) per property.

CONTRACTUAL RELATIONSHIP

Independent Relationship. This document is a purchase contract. Client is purchasing real property from HAWK. CLIENT is contracting separately with a client services company to perform the management duties needed to sell said property. This purchase agreement does not create any kind of business partnership between the Parties. HAWK will purchase the bulk foreclosure properties based on the demand generated from clients who enter into these Agreements.

Federal, State and Local Taxes. Neither Federal, nor state, nor local tax nor payroll tax of any kind shall be withheld or paid by HAWK on behalf of Client.

Notice of Tax Duties and Liabilities. Both parties understand that each party is responsible to pay, according to law, each party's tax responsibilities. Neither party will be responsible for any Federal, state or local taxes owed by the other party.

Indemnity. Client agrees to indemnify and hold HAWK harmless from all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, costs, and attorneys' fees that HAWK may incur arising from or out of willful, or negligent misconduct of Client while providing services or acting under this Agreement.

THE TERMS OF THIS SECTION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

WARRANTIES

Confidentiality. In the performance of the service contemplated by this Agreement, Client agrees to hold in strict confidence all confidential or proprietary information that it receives relating to HAWK's business, and Client will not divulge or otherwise communicate such information to a third party without HAWK's prior written consent. Confidential or proprietary information shall include all information obtained by Client from HAWK, and which relates to HAWK's past, present, or future business activities, including client lists, technology and operation processes and manual/s, except for previously obtained or publicly disclosed information.

Confidentiality of Client Information. In the performance of the service contemplated by this Agreement, HAWK agrees to hold in strict confidence all personally identifiable or financial information that HAWK receives relating to Client, and HAWK will not divulge or otherwise communicate such information to a third party, except to needed Client Services Company, without the client's prior written consent.

THE TERMS OF THIS SECTION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT

GENERAL PROVISIONS

Risk. Each party shall perform the work or services at its own risk.

No Authority to Bind Other Party. Neither party has authority to enter into contracts or agreements on behalf of the other party. This agreement does not create a partnership between the parties.

Choice of Law. Any dispute under this agreement or related to this agreement shall be decided in accordance with the laws of Utah.

Arbitration. The parties to this Agreement agree to submit to binding arbitration under the rules of the American Arbitration Association any unresolved disputes between the parties and agree that the costs of such proceedings shall be reimbursed to the prevailing party.

Entire Agreement. This Agreement (including any Exhibits attached hereto) represents the entire understanding and agreement between the Parties with respect to the subject matter hereof, and supersedes any prior understandings and agreements, written or oral, between such Parties with respect to such subject matter. Depending on the state where the Client's allocated property is located, Client and HAWK may be required to enter into a state approved real estate purchase contract and disclosures as required under that state's laws. The parties agree to enter into those Agreements and shall not unreasonably delay or reject such standard terms so long as they do not contradict terms or understandings under this Agreement.

Severability. If any part of this Agreement is held unenforceable, the rest of the Agreement will nevertheless remain in full force and effect.

Amendments. This Agreement may not be modified, amended or discharged except by an instrument in writing signed by the parties hereto. No waiver or consent may be enforced unless such waiver or consent shall be in writing and signed by the party against whom enforcement thereof is sought. Any handwritten modifications or amendments to this Agreement shall supersede any conflicting printed term or condition.

Notices. All notices, demands, and requests required or permitted to be given under this Agreement shall be in writing and shall be delivered or mailed, if to HAWK, to: 2637 North Washington Blvd., Suite 131, North Ogden UT 84414.