

CONTRACTOR AGREEMENT

THIS CONTRACTOR AGREEMENT (the "Agreement") is entered into this 5th day of November, 1926.

BETWEEN:

Rina Bergeron
of
715 Blount
Carlisle, Kentucky, United States
HR1 4QF

(the "Customer")

OF THE FIRST PART

- and -

Chris Holt
of
8380 Solar Court
Liverpool, Pennsylvania, United States
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(the "Contractor")

OF THE SECOND PART

1. BACKGROUND

It is the belief of the Customer that the Contractor possesses those skills, qualifications and abilities necessary to provide services to the Customer.

IN CONSIDERATION OF the mutual benefits and responsibilities specified in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, both the Customer and the Contractor agree as follows:

2. NATURE OF SERVICES

The Contractor agrees to provide the Customer with the following services, and any other mutually agreed upon services that the Customer may from time to time require (the "Services"):

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The Customer and the Contractor understand and accept that the Contractor is acting as an independent contractor and not as an employee with regard to the provision of the Services. There is no partnership or joint venture between the two parties.

3. TERM OF AGREEMENT

This Agreement will take effect immediately upon execution, and will remain in effect until 1991-04-04.

This Agreement may be modified or terminated as provided herein.

4. COMPENSATION

In exchange for providing the Services, the Customer agrees to compensate the Contractor with a single payment of \$7,980.00 Canadian Dollars (CAD). The Contractor recognizes that the Customer may be required the laws of the Commonwealth of Kentucky to deduct any applicable fees or remittances from the Contractor's compensation.

The Contractor understands that the above described compensation is to be the sole and exclusive compensation, and that no additional compensation will be provided for the Services.

5. REIMBURSEMENT OF EXPENSES

The Customer will reimburse the Contractor for all reasonable and necessary expenses incurred in connection with providing the Services, on the condition that the Contractor provides receipts and other applicable statements for each expense.

6. PAYMENT SCHEDULE

The Customer will pay the Contractor twice per month.

7. LATE PENALTIES

In the event that the Contractor is more than 19 days late in providing the Services to the Customer, the Contractor will be subject to the following penalties:

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8. AMENITIES

The Contractor will not be provided with or allowed the use of any amenities.

9. LEGAL COSTS

Should the Contractor default on performing the Services, or any other obligation set forth herein, and a legal action is filed by the Customer as a result, the unsuccessful party will pay to the successful party a reasonable sum for the successful party's legal fees. In addition, both parties will pay any sums mandated by the court.

10. GOVERNING LAW

This Agreement shall be governed, construed, enforced, and interpreted by, through, and under, the laws of the Country of Northern Ireland without regard to the jurisdiction in which any action or legal proceeding may be initiated.

11. HEADINGS

Headings are inserted for the convenience of the parties only and will not have any bearing on the interpretation or meaning of this Agreement.

12. SEVERABILITY

If a court of competent jurisdiction finds any provisions of this Agreement to be unenforceable, it is the desire of both parties that any modifications made to these provisions by a court of competent jurisdiction be made only to the extent necessary to ensure that the provisions are enforceable, as determined by the reasonable judgement of the court.

Should any provisions in this Agreement be invalid or unenforceable, those provisions shall have no bearing on the remaining provisions of the Agreement. All other provisions will be valid, and fully enforceable; further, any partially unenforceable provisions will be enforced to as great an extent as possible.

13. BINDING EFFECT

The covenants and obligations set forth in this Agreement shall be binding on and inure to the benefit of the heirs, executors, successors, legal representatives, administrators, and assigns of the Customer and the Contractor.

14. ASSIGNMENT

In consideration of the fact that the Customer is retaining the Contractor for their personal skills, talents, and qualifications, the Contractor shall not assign this Agreement or any obligations incurred herein, without the Customer's prior written

consent.

15. TERMINATION

Either the Customer or the Contractor may terminate this Agreement by providing the other party with Lorem ipsum mi eros habitant, neque dui habitasse. written notice.

The Contractor's duties and obligations under this Agreement will end upon termination of this Agreement by either party, or upon the Contractor ceasing to be engaged by the Customer.

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16. FULL AND FINAL AGREEMENT

This Agreement comprises the entirety of the terms and conditions of the provision of the Services, as understood and agreed upon by the Contractor and the Customer. Both parties state that they have not made any representations regarding the subject matter of this Agreement except the representations specifically set forth in this Agreement; there are no further items or provisions, either written or oral.

IN WITNESS WHEREOF the parties have duly executed this Contractor Agreement this 5th day of November, 1926.

Rina Bergeron
(Customer)

(SEAL) Chris Holt
(Contractor)