Licensed Private investigator - 925706 Personal Protection Officer - 925706 Certified TCLEOSE Instructor

Local, State, Federal & International Investigations Houston, TX (832) 795-1138

AGREEMENT FOR INVESTIGATIVE SERVICES

The following agreement is made between TERRILL CAPLAN, Private Investigator, hereinafter "Investigator" and ROBIN RODRIGUEZ / Cordell Funding, LLLP, hereinafter "Client". Client engages the services of Investigator.

The following terms shall govern the services to be performed by Investigator and are agreed to, and understood by Client.

Re: Investigation regarding B.E. Groupe, Inc. et al

An initial retainer of **\$5,000.00** will be required for services to be performed by the Investigator in reference to the above matter. When and if the initial retainer reaches a balance available of \$500.00, it will be necessary for the initial retainer to be refreshed to the initial amount. Consultation fee waived.

In the event the investigation is terminated, or the matter is otherwise resolved prior to the expenditure of the initial retainer, any remaining funds shall be **refunded to client**.

The billing rate for all investigative services performed by Investigator including, but not limited to, field investigations, interviews, computer research time, office consultations, telephone/cellular calls, preparation of reports, and other activity associated with the ongoing investigation shall be \$50.00 per hour. The billing rate for all computer system security related matters and/or special technical services required for the investigation shall be \$125.00 per hour. Equipment and other items purchased directly for the purposes of furthering the investigation shall be billed at cost.

Mileage fees of \$.60 per mile are charged for any automobile travel on Client's behalf. The billing rate for en route travel shall be **\$20.00** per hour. All investigative time involving travel is computed from our Katy, Texas office, commencing on departure from and terminating upon arrival back at those premises.

Planned air travel and accommodations shall be arranged for and pre-paid by Client.

Client shall be continually apprised of any pertinent information obtained during the investigation.

Copies of Itemized invoices for professional services rendered, will be submitted to Client on a bimonthly basis.

Client:	Dated:
ROBIN RODRIGUEZ / Cordell Funding, LLLP	
nvestigator: Terrill M. Caplan	Dated: <u>October 18, 2010</u>

TERRILL M. CAPLAN, PRIVATE INVESTIGATOR NEXT WEB SECURITY KATY, TEXAS TX P.I. LICENSE 925706

CONTRACT AGREEMENT FOR INVESTIGATIVE SERVICES

INDEMNIFICATION: The Client hereby agrees to indemnify, reimburse, protect, defend, exonerate, pay and hold harmless, Terrill M. Caplan and Next Web Security and each and all of it's agents, employees, successors, assigns, operatives, subcontractors, experts, licensees, and affiliates (collectively and individually the "Indemnified Parties") from and against any and all claims, judgments, damages (including without limitation, punitive damages), losses, penalties, fines liabilities, including strict liability, attorney fees (including all related costs and expenses), and the expenses of investigation in defense of any claim, whether or not such is ultimately defeated, and of any settlement, judgment, of whatever kind or nature, contingent or otherwise, arising from or in any manner whatsoever out of Next Web Security's, "good faith" efforts, activities, investigations or services engaged in or rendered on behalf of the Client, ROBIN RODRIGUEZ / Cordell Funding, LLLP, pursuant to the terms of this Contract Agreement. The obligation of the Client shall include, but not be limited to (1) the burden and expense of defending all claims (with counsel chosen by the Indemnified Parties), even if such claims are groundless, false or fraudulent, (2) conducting all negotiations of any description, and (3) paying and discharging, when they become due, any and all judgments, penalties or other sums due from rendered against such indemnified parties.

SUCCESSORS AND ASSIGNS. This Contract Agreement shall be binding on the successors and assigns of the Company.

In witness whereof, the authorized parties executed this agreement on the date below.

Dated:	
Client: ROBIN RODRIGUE	 Z / Cordell Funding, LLLP
Day	2

Terrill M. Caplan
Next Web Security
22136 Westheimer Plant Popular

22136 Westheimer Pkwy. Box #441

Katy, TX 77450 Office: 281.574.8382 Mobil: 832.795.1138