

## CONSULTING SERVICES AGREEMENT

The CONSULTING SERVICES AGREEMENT (the "Agreement") is made as of October 1, 2002, between Ardesta, LLC, a Michigan limited liability company ("Ardesta"), and Ardesta Leasing Company, a Michigan corporation ("Company").

Ardesta provides services to Company to assist Company in its Employee Leasing activities, which are generally provided to Ardesta's affiliates. The parties wish to establish an arrangement whereby Ardesta will continue to provide the infrastructure and services to assist Company, and in return Company will pay to Ardesta a fair fee in exchange for such services.

Ardesta and Company therefore agree that Ardesta will provide consulting services to Company, including but not limited to Human Resources and Accounting assistance (both personnel and systems assistance) (the "Services"), in order to facilitate the Employee Leasing services provided by Company.

Pursuant to the terms of this Agreement, Ardesta agrees to provide to Company the Services described below and Company agrees to pay for such Services.

### 1. Agreement to Provide Services

- a. Services: In accordance with the terms set forth in this Agreement, Ardesta will perform the Services for the benefit of Company during the term of this Agreement. Services will be performed in a reasonable manner and scope as may be agreed by Ardesta and Company. Notwithstanding anything in this Agreement to the contrary, Ardesta's obligations to perform the Services hereunder shall terminate upon the termination of this Agreement.
- b. Direction of Company. All Services will be provided at the request and direction of Company, in accordance with standard timing and methodologies utilized by Ardesta. All directions, limitations or other requirements placed by Company on the provision of such services will necessarily affect the nature and quality of services provided, and Company will be responsible for such directions, limitations and other requirements, and the results thereof.

### 2. Service Fees.

- a. Service Fees. In consideration of Ardesta's agreement to provide the Services, during the term of the Agreement Company shall pay to Ardesta \$7,000 per month during the term of this Agreement (the "Service Fees"), payable in arrears on the last day of each month, with the final payment as of the final day of the term of the Agreement.
- b. Other Expenses. The parties acknowledge that Ardesta is providing specifically detailed services hereunder, which do not include certain out-of-pocket expenses incurred by Ardesta in providing such services. For example, quoted fees do not include the following, which are in addition to such fees and will be separately invoiced to Company, and which may be directly billed to Company by third parties:
  - i. Travel and related expenses as well as extraordinary expenses of Ardesta representatives performing services at the request of Company.
  - ii. Charges or fees of third parties providing products or services for the benefit of Company, whether or not Ardesta is serving as interface for contact for Company with regard to such third parties.
- c. Payments: All amounts payable by Company hereunder shall be paid in immediately available funds without offset, deduction, setoff, or counterclaim

3. Term and Termination of Agreement:

- a. Unless otherwise terminated in accordance with the terms of this Section, the term of this Agreement shall continue until terminated in a writing sent by one of the parties hereto to the other (in accordance with the notice provisions of this Agreement) not less than three months prior to such proposed termination date.
- b. Prior to the expiration of this Agreement in accordance with subsection (a), Ardesta will be entitled to terminate this Agreement at any time in the event (i) Company fails to make any payment of any amounts due hereunder within thirty (30) days after the date when due, or (ii) Company materially breaches any of its other obligations under this Agreement after Ardesta has given Company thirty (30) business days prior written notice of termination and Company fails to cure such breach within such period, or (iii) upon the bankruptcy, insolvency, or dissolution of Company.
- c. Either party shall have the right to terminate this Agreement with the written consent of the other party.
- d. No expiration or termination of this Agreement shall affect either party's liability or obligation to the other party for any breach of this Agreement arising at or prior to the termination date.

4. Limitations on Liability. Notwithstanding anything herein to the contrary, Ardesta shall not be liable to Company or any other person or entity for any damage to reputation, lost business opportunities, lost profits, mental or emotional distress, incidental, special, exemplary, indirect or consequential damages, relating to Ardesta's services provided under this Agreement or breach thereof. In addition, Ardesta shall not be held responsible for force majeure circumstances which include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations, fire, communication line failures, power failures, earthquakes, other events outside of Ardesta's control, or any action or inaction on the part of any third party which adversely impacts the services or the business of Company.

EXCEPT AS SPECIFICALLY STATED IN THIS SECTION, ARDESTA, ITS EMPLOYEES, OFFICERS, MANAGERS, MEMBERS, AFFILIATES, SUBCONTRACTORS, AND REPRESENTATIVES (1) MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIM OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND (2) WILL NOT BE LIABLE FOR INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR FOR LOST PROFITS, SAVINGS, OR REVENUES OF ANY KIND, REGARDLESS OF WHETHER ARDESTA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

COMPANY AGREES THAT ITS SOLE REMEDY AGAINST ARDESTA, ITS EMPLOYEES, OFFICERS, MANAGERS, MEMBERS, AFFILIATES, SUBCONTRACTORS, AND REPRESENTATIVES FOR LOSS OR DAMAGE RELATED IN ANY WAY TO THIS AGREEMENT OR THE PRODUCTS OR SERVICES PROVIDED HEREUNDER, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT INCLUDING NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, SHALL BE (1) THE PROVISION OF CORRECTIVE SERVICES OR (2) MONETARY DAMAGES NOT TO EXCEED THE CHARGES BY ARDESTA UNDER SECTION 3 FOR THE PREVIOUS THREE MONTHS.

Each of the parties shall use reasonable efforts to minimize any damages incurred by either of them in connection with a breach of this Agreement, by, among other reasonable things and without limitation, taking such reasonable remedial action as it believes may minimize any damages, and seeking reimbursement to the maximum extent possible from insurance carriers under applicable insurance policies covering any liability.

5. Proprietary Information.

- a. Ardesta and Company acknowledge that each may receive Confidential Information of the other in the course of this Agreement. Good faith steps will be taken by the receiving party to prevent disclosure to third parties of such Confidential Information, except as permitted by the disclosing party or as appropriate for purposes of performing under this Agreement. Such steps shall be similar to and as strong as the steps taken by such receiving party to protect its own Confidential Information. Upon the request of the disclosing party at the termination of this Agreement, the receiving party will return to the disclosing party all written Confidential Information, including written notes, computer disks, and memoranda and will cease to use such Confidential Information.
  - b. "Confidential Information" means all trade secrets, processes, inventions, improvements, manufacturing or systems techniques, formulas, development or experimental work, prototypes, work in progress, data, customer lists, prospective customer lists, business contacts, and any other secret or confidential matter relating or pertaining to the products, services, sales or other business of a party hereto or a customer of such party. Confidential information shall not, however, include information which (a) was known by the receiving prior to receipt hereunder or was subsequently received from another source at no fault of the receiving party, (b) was, at the time of receipt, or is subsequently, generally available to the public without fault of the receiving party or (c) is independently developed by personnel of the receiving party having no knowledge of the information transmitted or acquired under this Agreement.
  - c. The parties acknowledge and agree that irreparable injury will result to each of them or their respective business and property in the event of a breach by the other party of this obligation of confidentiality, that each party's remedy at law such breach is inadequate, and that each party shall be entitled to temporary and permanent injunctive relief for any such breach in addition to any money damages. Each party indemnifies and hold the other harmless against any losses, claims, damages, or liabilities to any person arising out of or related to any breach of the nondisclosure provisions herein by such party or any of such party's employees, agents, or affiliates.
6. Miscellaneous.
- a. Entire Agreement Amendment. This Agreement (including the schedules attached hereto) constitutes the entire agreement and understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings of the parties with respect to the subject matter hereof. No representation, inducement, agreement, promise or understanding amending the terms hereof shall have any effect unless the same is in writing and validly executed by the parties hereto.
  - b. Relationship of Parties: Nothing contained in this Agreement shall be deemed to create a joint venture, partnership, agency, or similar endeavor between the parties hereto. Each party shall act solely as an independent contractor and, except as expressly provided herein, no party shall have any power or authority under this Agreement to directly or indirectly bind or act on behalf of any other party.
  - c. Notices. All notices or other communications required hereunder shall be in writing (including wire, fax, or similar writing) and shall be sent, delivered, or mailed, addressed or faxed to the following locations, unless otherwise specified in writing by one party to the other:

If to Ardesta:

Ardesta, LLC  
755 Phoenix  
Ann Arbor, MI  
Fax: (734) 994-4302  
Attn: Senior Vice President -- Operations

If to Company:

Ardesta Leasing Company  
755 Phoenix  
Ann Arbor, MI  
Fax: (734) 994-4302  
Attn: President

Each such communication shall be given (i) by hand delivery, (ii) by U.S. Mail or nationally recognized courier service, or (iii) by telecopy, receipt confirmed. Each such communication shall be effective (A) if delivered by hand or by nationally recognized courier service, when delivered at the address specified by this Section and (B) if given by telefax, when such telefax is transmitted to the telefax number specified by this Section, and the appropriate confirmation is received.

- d. Parties in Interest. This Agreement shall be binding upon and inure to the benefit of, and be enforceable by, the parties hereto and their respective permitted successors and assigns. Nothing herein shall be construed to create any rights in any third parties.
- e. Assignment. The rights and obligations provided by this Agreement shall not be assigned by any party without the prior written consent of the other party. If an assignment is made in breach of this Agreement the non-breaching party shall have right, in addition to all other rights and remedies provide for by law or in equity, to terminate this Agreement within sixty (60) days after it receives notice of the assignment. If the non-breaching party receives adequate assurance from the assignee of this Agreement that it will perform the assignor's obligations hereunder, the non-breaching party will not exercise its right to terminate this Agreement until the expiration of forty-five (45) days from the date it received notice of the assignment.
- f. Severability. In the event that any one or more of the provisions of this Agreement should be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not be affected thereby.
- g. Captions. The captions herein have been inserted as matter of convenience and reference only and shall not affect the construction of this Agreement.
- h. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be treated as an original but all of which, collectively, shall constitute a single instrument.
- i. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws.
- j. Waiver. Unless agreed to in writing, the failure of either party to require performance by the other of any provisions herein shall not affect such party's right thereafter to enforce the same, nor shall a waiver by any party of any breach of any provisions hereof constitute a waiver of any other breach of this Agreement.

IN WITNESS WHEREOF, the parties hereunto have duly executed this Agreement as of the day and year first above written.

ARDESTA, LLC

ARDESTA LEASING COMPANY

By: \_\_\_\_\_

By: \_\_\_\_\_

Name:

Name:

Title:

Title: