

## DEVELOPMENT CONSULTING AGREEMENT

This DEVELOPMENT CONSULTING AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between \_\_\_\_\_ (“Owner”) and Beckner & Associates, Inc. (“Developer”).

WITNESSETH:

WHEREAS, the aforementioned Owner has contracted to acquired a tract of ground located in \_\_\_\_\_ County, \_\_\_\_\_, legally described in Exhibit “A”, attached hereto and incorporated herein by reference on which to construct an office building (“Project”); and

WHEREAS, the parties desire to reduce their agreement to writing;

NOW, THEREFORE, in consideration of their mutual promises hereinafter contained, and the faithful performance thereof by each of them, it is hereby covenanted and agreed between the parties as follows:

1. The Owner does hereby employ the Developer for the purpose of consulting regarding: zoning and planning; supervising and coordinating construction; and, marketing of the Project.

2. In conjunction with the development of the Project, the Developer shall be responsible for assisting Owner in securing services of an architectural firm for the preparation of plans and specifications and shall assist in procuring a contract or contracts with one or more general contractors for the construction of the Project which shall include, but not be limited to, site grading, streets, storms sewers, utilities and construction of said building as well as tenant improvements, the terms of said contracts to be approved by the Owner, and all sums due in connection therewith shall be the responsibility of the Owner. It is understood and agreed that in the negotiation of said contracts, the Developer does not assume any responsibility for the design or construction of the Project and all responsibility for such purposes shall be established under the terms of the contracts to be entered into between those parties and the Owner. The Developer shall assist Owner in acquiring the zoning and plan approval of the Project to include assisting in acquiring the services of an attorney if necessary whose services will be paid by Owner. The Developer will provide periodic supervision of the Project during construction and will counsel and advise the architect and contractors during construction for the purpose of expediting the same. Developer shall review all draws and interact with the Owner’s bank regarding payment thereof.

3. For its services as specified in this contract, the Owner agrees to pay the Developer a development fee in the amount equal to 6% of the total construction costs of the project. One half of said fee based upon the construction budget shall be paid at the funding of the first expenses for the Project (first draw) and the second half shall be paid upon occupancy by the Owner.

4. In the event of default on the part of either party to any of the terms of this agreement, and in the further event that the employment of legal counsel shall be required for the purpose of enforcing such obligations, a reasonable attorney's fee shall be paid by the defaulting party in addition to the sums otherwise due hereunder.

5. It is agreed between the parties that time is of the essence in this agreement, and that any extension or any other modification to this agreement shall be in writing.

6. Any notices required by the parties hereto shall be mailed by certified mail, postage prepaid, to the following addresses:

OWNER:


DEVELOPER:

Patrick G. Beckner  
Beckner & Associates, Inc.  
17795 W 106<sup>th</sup> St, Ste 202  
Olathe, Kansas 66061

7. This agreement shall be interpreted under the laws of the State of Kansas.

8. This agreement shall be binding upon the heirs, representatives, successors and assigns of the parties hereto.

9. This agreement may be signed in counterparts, all of which shall be originals.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

OWNER:

DEVELOPER:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print

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Print