

CONSULTING AGREEMENT

This agreement dated _____ by and between _____ (hereinafter , "CLIENT") and John V. Reints, PE, LLC., (hereinafter, "CONSULTANT") governing professional consulting services to be provided by CONSULTANT on behalf of and in the interest of the CLIENT.

Scope of Services. CONSULTANT agrees to provide services for the CLIENT as listed in Attachment "A" to this agreement, "Scope of Services".

Access to Staff and Resources. CLIENT agrees to provide CONSULTANT with timely access to resource information and staff members as necessary and appropriate for CONSULTANT to perform services.

Payment for Services. In consideration of CONSULTANTS performance of services, CLIENT agrees to pay the fee for services plus expenses as provided for by Attachment "B" to this agreement, "Payment for Services".

Confidentiality. CONSULTANT shall not disclose to any party not a part of this agreement , any confidential or proprietary information including information related to CLIENT'S trade secrets, business affairs, research information, competitive strategies and related data during the course of this agreement or following its conclusion. CONSULTANT shall have the right to disclose such confidential information to clerical and professional staff members of CONSULTANT'S organization on a need to know basis to permit performance of services as required by this agreement.

Independent Status. CONSULTANT is an independent contractor and CONSULTANT and CONSULTANT'S staff shall not be deemed to be employee/s of CLIENT. CONSULTANT reserves the right to determine the manner, method and means by which services will be performed as well as to set the hours of work and schedule that will be followed by the CONSULTANT including the schedule to be followed when work is performed at the CLIENT'S place of business. CONSULTANT shall self-insure and hold CLIENT blameless for any liability incurred related to the services performed under this agreement.

Ownership of Work Product. Except as set forth in writing and agreed to by the CLIENT and CONSULTANT, CONSULTANT shall own all copyright and patent rights developed and obtained as a result of this agreement, and CLIENT is granted a non-exclusive license to make and use of and employ such work products within the CLIENT'S business.

Resolution of Disputes. Any dispute between parties related in this agreement shall be submitted to binding arbitration by the American Arbitration Association, to be determined and resolved by the rules and procedures of the Association in effect at the time of arbitration. The cost of such arbitration shall be borne equally. The final arbitration decision shall be enforceable through the courts of the state of the CONSULTANT'S place of business.

Complete Agreement. This agreement, with referenced attachments, constitutes the entire and complete agreement between the parties hereto, and the CLIENT acknowledges that in entering into this agreement, no reliance is made on any other statements verbal or written.

Liability. CONSULTANT warrants to CLIENT that all services provided, material, analysis and data employed in connection with this agreement shall be qualified for the services provided. CONSULTANT makes no other warranties, verbal or written.

Additional Services. CLIENT may request and CONSULTANT may agree to provide additional work, when requested by CLIENT and CONSULTANT agrees to provide a letter or memo of CONSULTANT'S understanding of the nature of the additional services to be provided as well as the terms and conditions of payment for such additional services, or the basis on which fees for such additional services shall be established.

Notices. For the purpose of notices, invoices, payments and other communications related to this agreement, notices to the CLIENT shall be sent to:

and notices to the CONSULTANT shall be sent to:

John V. Reints, PE, LLC. Phone 630-327-5425
817 Dorken Lane
DeKalb, Illinois 60115

For Federal TAX Reporting requirements, the tax identification number for the Limited Liability Company entity named JOHN V. REINTS, P.E., L.L.C. is: #36-4360040.

Assignment. This agreement may not be assigned by either party without the prior written consent of the other party. Except for the prohibition on assignment contained in the proceeding sentence, this agreement shall be binding and inure to the benefit of heirs, successors, and assigns of the parties hereto.

In witness whereof, the parties hereto have signed this agreement as of the date first above written:

CLIENT: _____

CONSULTANT: _____

Title: _____

John V. Reints, PE, LLC
817 Dorken Lane
DeKalb, Illinois 60115

DATE: _____

CONSULTING AGREEMENT

Re: _____

Date: _____

Attachment "A"

SCOPE OF SERVICES

This Attachment is a part of the agreement and incorporated in to the agreement dated _____ and entered into between John V. Reints, PE, LLC, CONSULTANT, and _____, CLIENT.

CONSULTANT agrees to provide the professional engineering services for the following scope of work to be completed for the project:

Provide engineering and design work for the assessing the HVAC system for _____ located at _____.

The engineering work to completed by the Consultant is as follows and attached as Schedule "C":

1. Field Survey of existing HVAC equipment and building lay out.
2. Engineering Calculations to determine the HVAC load for an inside design of 75 dF per Local Code requirements.
3. Write up a preliminary report for the Client to determine a suggested course of action for remedial work.
4. Attend one owner's meeting to discuss the report.

An additional fee is proposed for construction phase work including the preparation of drawings for permit for the City of Chicago.

If construction proceeds at _____, CONSULTANT will provide field inspections and construction review to insure the accurate fabrication and installation of the remedial HVAC work.

Additional work may be agreed to by both parties at the agreed engineering rates per the attached rate schedule.

CONSULTING AGREEMENT

Re: _____

Date: _____

Attachment "B"

Payment for Services

This attachment is part of the agreement and incorporated into the agreement dated _____, entered into and between John V. Reints, PE, LLC, CONSULTANT, and _____, CLIENT.

CONSULTANT agrees to provide services to CLIENT as specified in Attachment "A" to this agreement, Scope of Services, in consideration of a total fixed price fee, plus expenses normally itemized and accounted for as consumables, reproducibles and incidental expenses.

Payment for the work described by the scope of services is due upon delivery and receipt by the CLIENT. No other terms of payment are granted.

Invoicing to the CLIENT is provided for record keeping, only. **The terms are Cash On Delivery.**

TERMS OF PAYMENT: TO ENGINEER AND PREPARE DOCUMENTS FOR PRELIMINARY REPORTS AND ENGINEERING RECOMMENDATIONS, A RETAINER PAYMENT IS REQUIRED IN THE AMOUNT OF (50%) _____ BEFORE THE WORK BEGINS.

THE BALANCE OF COSTS FOR PRELIMINARY ENGINEERING OF _____ IS DUE AND PAYABLE UPON THE DELIVERY OF THE SERVICES DESCRIBED. PAYMENT IS EXPECTED IMMEDIATELY COINCIDENTAL TO THE SERVICES DESCRIBED.

IF THE CONSTRUCTION PHASE IS ACCEPTED AND DIRECTED TO BE PERFORMED BY THE CLIENT, AN ADDITIONAL RETAINER FEE OF _____ IS REQUIRED BEFORE THE WORK BEGINS. THE BALANCE OF CONSTRUCTION COSTS OF _____ IS DUE UPON DELIVERY OF THE SERVICES DESCRIBED. PAYMENT IS EXPECTED IMMEDIATELY COINCIDENTAL TO THE SERVICES RENDERED.

JOHN V. REINTS, PE

817 Dorken Lane, DeKalb, Illinois 60115
johnreints@msn.com or 630-327-5425

Senior Project Manager or Mechanical Construction Manager Independent Contractor Arrangement

Senior Project Manager has strong technical abilities in Mechanical and Chemical Engineering in combination with managerial and leadership skills for Project Management, Business Development, Sales, and Marketing

- Experienced communication abilities for building positive client relationships
- Develop, manage, mentor and lead a team of skilled business professionals
- Delivers complete projects with profitability and fast track time savings
- Comprehensive knowledge of engineering, sales, accounting and administration
- Drives 5 year business plan with an everyday focus for results
- Successful track record at conceptual and intangible sales

Thirty years of complete business experience with high bottom line achievements and motivated, productive employees that enjoyed their everyday work experience.

WINSLOW PERSONALITY TRAITS: High Trust, Endurance, Boldness, Self-confidence, Composure, Tough-mindedness, Innovator

PROFESSIONAL EXPERIENCE

www.staticregain.net

2011- Present

John V Reints, PE has professionally engineered, designed and installed over 12,000 tons of high velocity spiral static regain ductwork systems totalling 5,000,000 GSF. Using the VariTRANE Duct Design program has consistently achieved major cost savings in commercial HVAC systems. Lower installed costs, less pounds of ductwork, less labor costs and high profitability. Professional consulting work for leading HVAC contracting firms nationally.

John V Reints PE LLC / ChemHEAT Ethanol, LLC

2008 - Present

Owner and business developer for a startup Co-gen Alternative Energy Co focusing on mechanical engineering for Ethanol Plant direct replacement of gas fired boilers with new patented process chemical boilers generating low pressure steam throughout the plant and adaptive mechanical improvements for steam process drying of byproducts and added revenue streams.

Midwest Mechanical Group, Willowbrook, IL

2004 - 2008

General Manager for \$40,000,000 annual sales, 300 employees, in Mechanical HVAC Contracting with P/L responsibility for all construction operations and sales.

John V Reints PE LLC, St. Charles, IL

1995 - 2004

Created value and cost efficiencies for owners as an Independent Mechanical Consultant specializing in large scale Design & Build construction work. Project Management for commercial and industrial engineering projects ranging from \$300,000 to \$9,500,000 on a fast-track, design & build basis with full management responsibilities.

JOHN V. REINTS, PE

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Wagner Heating and Ventilating Co (established 1947)
Addison, IL

1988 - 1995

Responsible for all operations of marketing, estimating, accounting and management, focusing on professional engineering for Design & Build HVAC as 50.0% owner of the company: \$14,000,000 sales per year, 120 employees.

Chemstar Corporation
Holdrege, NE

1987 - 1988

Designed, created, built and operated a specialty chemical manufacturing and marketing organization with physical plant construction and business plan for venture capital search. Responsible for reorganization and business development of company from insolvent condition.

REGISTRATIONS

Licensed **Professional Engineer**, 1977, State of Illinois as Mechanical Engineer
Member of A.S.H.R.A.E., 1998;
Registered Energy Professional, City of Chicago, 2001

EDUCATION

College: Iowa State University, Ames, Iowa: BS Chemical Engineering
Post Grad: Northern Illinois University, DeKalb, Illinois, 18 Hrs toward MBA
2008: SANDLER Strategic Management, SANDLER Sales Management

Other Activities:

Elected Member of **Dekalb County Board**: 1980 thru 1983, elected in 1980
Chairman of Building Committee for **The Congregational Church** of St. Charles, IL 1997-98
Membership Committee: **St. Charles Country Club** 1986-1988
Holder of **Patent # US 7,204,968** under patent application 10/929,606 filed August 30, 2004

JOHN V. REINTS, PE

817 Dorken Lane, DeKalb, Illinois 60115
johnreints@msn.com or 630-327-5425

January 1, 2012

The following is a brief description of the work for which I have provided personal value engineering or full PE design, project management and contract management:

TECHNICAL

Motorola Pine Meadows, Libertyville, IL: 3-story office building, 90,000 SF, with 300 tons DX RTUs, **static regain distribution** to Data & Tech Center using air column/raised floor pressurization and FPBs, full kitchen and dining system (9000 sf): **\$995,000**

Pacific Garden Mission, Chicago, IL: 100 panel solar array for pre-heating 8,000 gpd of hot water for domestic use at new mission with glycol, heat x, pumps and controls along with complete Mammoth 200 Ton Penthouse HVAC and **static regain distribution** for 150,000 sf mission: **\$2,900,000**

Lake County Press, Waukegan, IL: 60 ton A/C Press Room make-up air unit with full steam positive pressure differential through **static regain distribution**. Added on a two-story office, 23,000 SF addition with 85 tons of A/C with steam humidification: **\$290,000**

RETAIL - COMMERCIAL

USPS Office Busse Rd, Elk Grove Village, IL: Rehab/Remodel of Sears Catalog Facility using spiral **static regain distribution** constant volume for 190,000 gsf facility: **\$990,000**

Homeland Security, Ohare-Rosemont, IL: 3-Story, 60,000 gsf Hi Tech Office Building using multiple DX RTUs, **static regain distribution**, Fan Powered Units with DDC Control: **\$690,000**

Lakeview Athletic Club, Chicago, IL: 35,000 gsf 4-story rehab of 1920's building using 135 tons of DX RTUs, **static regain distribution** to FPB Units with DDC controls, large indoor pool dehumidification system: **\$845,000**

MEDICAL & LABS

Delnor Hospital, St. Charles, IL: 245,000 gsf Ventilation system completed for Northwestern Industrial. The system was engineered and converted to **static regain distribution** flat oval spiral to fan powered boxes with full built-up vaneaxial AHUs: **\$3,500,000**

Rush Copley Hospital, Aurora, IL: 250,000 SF teaching hospital, engineered and converted to flat oval, high velocity **static regain distribution** to 300 VAVs & FPBs from 7 central stations: **\$2,900,000**

ACL Core Labs, Rosemont, IL: 25,000 gsf full medical lab with 400 tons Chilled Water redundant units through **static regain distribution** to 120 air valves for pressurization for full contagious disease testing lab including tuberculosis. Multiple lab hoods and exhaust system through air valves to fiberglass high-velocity induction exhaust fans: **\$3,645,000**

TYPICAL WORK

Maple Tower Residence 30 Story Deluxe Residential Condo with chilled water and electric heat, **\$1,600,000**
Chicago, IL

Medline Distribution 600,000 SF facility with air rotation heating and ventilating **\$975,000**
Mundelien, IL

JOHN V. REINTS, PE

817 Dorken Lane, DeKalb, IL 60115

johnreints@msn.com or 630-327-5425

January 10, 2012

Re: Outsourcing for Engineering and Consulting Services

Dear Client:

The State of Illinois has specific laws regarding professional engineers and their design services. The State requires a minimum of complete engineering calculations and direct supervision for HVAC construction drawings used for permits.

If you need field survey and general construction **inspection services** for monitoring performance of installation work by mechanical subcontractors, review of shop drawings and specification conformance required by architects, engineers, general contractors and owners, the following rates are offered on a subcontract basis

\$1,800 per day plus expenses based on an 8 hour day

\$7,200 per week plus expenses based on a 40 hour week **(\$180 per hour)**

\$5,760 per week plus expenses based on a **32 hour week (\$180 per hour)**

You may need preliminary design work and general engineering review of plans for coordination and permits. As a Licensed Professional Engineer in the State of Illinois since 1977, I am able to offer the minimum **PE services** for your HVAC needs at the following rates:

\$240 per hour plus expenses with a minimum of 2 hours

\$1,800 per day plus expenses based on an 8 hour day

\$7,200 per week plus expenses based on a **40 hour week (\$180 per hour)**

For those rare occasions when **expert testimony** may be needed for legal proceedings in a court trial, the expert witness rates are:

\$425 per hour plus expenses with a 4 hour minimum

\$2,800 per day plus travel expenses & \$295 per diem costs **(\$350 per hour)**

For general business management consulting and entity structuring, the rates can be negotiated based on the client requirements and length of term commitments required.

References available upon request.

Terms: 50% Retainer Required for Engineering Services

Payment due upon receipt for Consulting Services, C.O.D.

(Except by prior arrangement in writing)