

Professional Services Agreement

BETWEEN

Property Assessment Clean Energy (PACE) Board of Directors

and

GFPB, Inc.

FOR

GFPB, Inc. as PACE Administrator

Agreement, made this 1st day of April, 2021 by the PACE Board of Directors between **PACE** (hereinafter referred to as the Company) and GFPB Inc., **Contractor** (hereinafter referred to as the "Contractor") located at 115 East 5th Avenue Suite 305, Pine Bluff, AR 71601

WHEREAS, Company and Contractor both desire to enter into an agreement for the performance by Contractor of professional services for the Company;

Now, **THEREFORE**, in consideration of the premises and of the mutual promises hereinafter contained, the parties hereto agree as follows:

1. **STATEMENT OF WORK:** Contractor shall perform work in conjunction with all activities described in and attached as "Exhibit A – Statement of Work". The Contractor shall perform these activities as such place or places as shall be mutually agreeable to the parties hereto. This agreement is made with Contractor as an independent contractor and not as an employee of the company.
2. **PAYMENT:**
 - (a) During the term of this agreement, the Company shall pay Contractor an annual retainer of \$0.00.
 - (b) Company shall reimburse Contractor for actual and reasonable travel expenses incurred while in a travel status authorized by Company, said reimbursement to cover expenses including hotel bills, meals, and other incidental expenses, plus cost of transportation. Lodging and meal expense reimbursement will not exceed normal Government per diem reimbursement amounts.

- (c) Company shall reimburse Contractor for all other reasonable expenses incurred by Contractor in the performance of work hereunder, provided, however the prior written approval of the Company shall be obtained before incurring any such expenses. Without limiting the foregoing, such expenses shall include telephone and facsimile cost, cost of using computers, and other expenses as mutually agreed upon.
 - (d) Payment of such annual compensation shall be made by Company to Contractor within reasonable time after receipt by Company of a detailed statement and furnished by Contractor showing services performed, the time and place of such performance and approved by a person or persons to be designated by the Company. Contractor shall maintain a record of the Standard of Work and this record shall accompany Contractor's statement.
3. **COPYRIGHTS:** Contractor agrees that all writings produced by Contractor under this agreement shall be the sole property of Company and Company shall have the exclusive right to copyright such writings in any country or countries, unless specifically otherwise agreed.
 4. **CONFIDENTIAL INFORMATION:** The Contractor agrees that he will not, during the term of this Agreement, or thereafter, disclose any confidential, Company Private, or Competition Sensitive Information whatsoever obtained from the Company as a result of work done pursuant to this Agreement, nor display for any purpose, any drawings, letter report, or any copy or reproduction thereof, belonging to or pertaining to the Company with due authorization from a responsible officer thereof.
 5. **TERMINATION:** This agreement may be terminated in whole or in part at any time by either party giving written notice to the other. Otherwise, this agreement will be "Open- Ended".
 6. **SECRECY:** In the event that any Classified or Restricted Data information must be made available to Contractor hereunder, Contractor agrees to either to cooperate in establishing his security clearance with the Company and to execute whatever forms and joint agreements are by law required by this;
 7. **Contracts:** The Contractor must receive approval from the Company prior to entering into any agreements, financial or otherwise, on behalf of the Company;

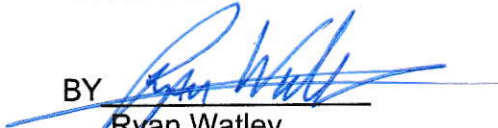
IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written:

PACE Board of Directors
COMPANY

BY 
Henry Dabner
Chairman PACE Board of Directors

 Secretary

GFPB Inc.
CONTRACTOR

BY 
Ryan Watley
Chief Executive Officer

EIN Number

82-1412910

Address:

115 East 5th Ave, Suite 305
Pine Bluff, AR 71603

Exhibit A – Statement of Work

- Day to day administrative services for PACE
- Execution of the PACE Plan
- Market PACE program to Pine Bluff PACE Stakeholders
- Preliminary discussion of new PACE projects