

# **BP Developers, Inc.**

118 Corporate Park Dr.  
Suite 111  
Henderson, NV 89074

**EXHIBIT M - EMPMISCLASS**  
Document consists of 9 pages.  
Entire exhibit provided.  
Meeting Date: 01-22-10



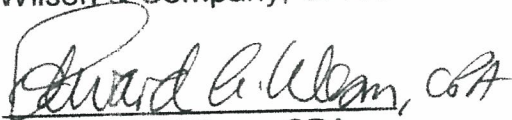
July 8, 2005

Dear Business Owner:

Our CPA office has been doing business with Scott Pierce for over ten years, including preparing his personal income tax returns. Although BP Developers, Inc. is a new business, Scott has been in this type of business for his own account for several years. He has been audited and challenged on the issues at hand. Therefore, he is experienced in both the construction trade and the labor issues. We heartily recommend Scott and feel confident that he will do what he says he can do.

Sincerely,

Wilson & Company, CPA's

  
Edward A. Wilson, CPA

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2688 So. Rainbow Blvd. • Suite A • Las Vegas, NV 89146  
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# **B P Developers, Inc.**

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# **B P Developers, Inc.**

## **Invoice and Release**

**I.C.'s Name:** \_\_\_\_\_

**Job Name:** \_\_\_\_\_

**Work Description:** \_\_\_\_\_

**Payment for Work Done:** \_\_\_\_\_

**Dated this** \_\_\_\_\_ **day of** \_\_\_\_\_ **20** \_\_\_\_.

**I HAVE RECEIVED PAYMENT IN FULL TO DATE AND HAVE  
INCURRED NO INJURIES ON OR AROUND THE JOB FOR  
WHICH I AM BEING PAID.**

**I.C. Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

# **B P Developers, Inc.**

## **THE PAYROLL ALTERNATIVE**

**With unemployment rates reaching 5.4% and Workmen's Compensation cost, you should use the payroll alternative program, with BP Developers, Inc. Payroll taxes can cost you up to 14.5% plus your Workmen's Compensation Insurance. Let us reduce your payroll tax burden 6.5% by providing your labor.**

**For example, payroll taxes are;**

|                                 |                    |
|---------------------------------|--------------------|
| <b>FICA Tax</b>                 | <b>6.20%</b>       |
| <b>Medicare Tax</b>             | <b>1.45%</b>       |
| <b>State Unemployment Tax</b>   | <b>5.40%</b>       |
| <b>Federal Unemployment Tax</b> | <b>.80%</b>        |
| <b>State Business Tax</b>       | <b><u>.65%</u></b> |
| <b>Total Taxes</b>              | <b>14.50%</b>      |

**BP Developers, Inc. provides the Payroll Alternative to you at your labor cost, (plus workmen's compensation insurance) for only 8%. That is a 6.5% savings! All labor will be Independent Contractors.**

**You have no payroll and save a significant amount of money. Please, call us today and get started with the Payroll Alternative.**



# **B P Developers, Inc.**

Our business is to provide labor to you, at a significant savings of 6.5% of your labor cost. All of the laborers are Independent Contractors. The current labor force, contracts with us as Independent Contractors, You continue to maintain control of the hiring and firing and directing them on a day to day basis, you are in complete control of the job and the labor. We only lease the labor to you; we relieve you of the burden of weekly payroll and save you 6.5% on payroll taxes. That is 6.5% above the cost of leasing your labor.

We do not supply any materials or commission any jobs; we have no access to your company's accounts or records you manage everything as before.

The process for you would be; on or about Tuesday of every week, you would turn in the laborers time for that week to BP Developers, Inc. we would make out the checks for the laborers (no deductions withheld) on Thursday BP Developers, Inc. would hand you the checks for the labor performed that week, you would give BP Developers, Inc. a check for the cost of the labor plus 8% (BP Developers fee for leasing you the labor).

We are able to provide this service to you for all or part of your labor, which ever works best for you.

You will save a considerable amount of money; increasing your profit margin.

# SERVICE AGREEMENT

This service agreement, referred to hereinafter as "the Contract", is made on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between \_\_\_\_\_, Referred to hereinafter as "the Company", and BP Developers, Inc. Mailing address of \_\_\_\_\_.

## RECITALS

- A. BP Developers, Inc. is willing to provide temporary and/or full time independent contractor labor for the Company on an as needed basis.

## TERMS OF AGREEMENT

The Company and BP Developers, Inc. hereby agree to the following terms for this Contract.

### 1. Description of Independent Contractor Labor Service Provided:

Beginning on or about \_\_\_\_\_, BP Developers, Inc. hereby agree to provide temporary and/or full time independent contractor labor for the Company.

### 2. Performance of Service Provided:

The performance of the independent contractor labor services will be managed and directed by the Company on an "as needed" basis. The Company will be solely responsible for the quality and sufficiency of the workmanship rendered as a result of the independent contractor labor services and shall constitute a full release of all liability to BP Developers, Inc. The Company shall have sole liability and responsibility for the end result or "finished product" provided by the independent contractor labor services of BP Developers, Inc.

### 3. Payment:

Payment will be made by the Company to BP Developers, Inc. on a weekly basis at a rate of labor plus \_\_\_\_\_% for all labor services provided. This rate is locked in until \_\_\_\_\_. Failure of the Company to pay BP Developers, Inc. in a timely manner, unless otherwise arranged, will constitute a breach of this Contract.

### 4. Accounting:

The Company shall on a weekly basis provide BP Developers, Inc. records to verify the amount of labor services performed by the independent contractor. Policies and procedures for said records will be provided to the Company by BP Developers, Inc. in writing prior to the beginning of labor services and shall be considered an Addendum to this Contract.

**5. Obligations:**

The Company agrees to the following obligations:

Comply with industry standards in providing a safe working environment;

Encourage and enforce compliance with OSHA Regulations which are standard to the industry relative to the labor services being provided;

Conduct weekly safety meetings, and provide BP Developers, Inc. with documentation of said meetings;

Report any injuries which occurred to the independent contractor while on the Company's job site, to BP Developers, Inc., within 24 hours after such occurrence;

Pay any fines or damages that may be initiated by OSHA, or any other party, against BP Developers, Inc. for work completed by the Company; and provide light duty work, as required, for injured independent contractor, or reimburse BP Developers, Inc. for the cost of non-medical expenses for any injured independent contractor who is eligible for light duty work.

BP Developers, Inc. agrees to the following obligations:

Provide independent contractor labor services to the Company on an "as needed" basis.

**6. Indemnification:**

BP Developers, Inc. agrees to indemnify and hold harmless the Company from any and all claims from government agencies regarding the use of Independent Contractors. This includes any lawsuits, demands, penalties, interest, actions, and/or sanctions that could be brought against the Company by any agency as a result of using the independent contractor labor services of BP Developers, Inc. BP Developers, Inc. and the Company agree that the Independent Contractor is in fact an Independent Contractor and in no way an employee of the Company.

The Company agrees to hold harmless, forever indemnify, and defend BP Developers, Inc. from claims, demands, and lawsuits which may occur in the future that are brought against BP Developers, Inc. in connection with the final product provided by the independent contractor. It is the ultimate responsibility of the Company to ensure that all work performed by the independent contractor meets the specifications of any government agencies, general contractors, developers, home owners, etc.

The Company understands that BP Developers, Inc. does not provide liability insurance or workman's compensation insurance to the Company; the Company must name BP Developers, Inc. as "additional insured" for both liability and workman's compensation insurance and must provide certificates to that effect.



**7. Confidentiality:**

BP Developers, Inc. and the Company agree to maintain the confidence of this Agreement and Contract unless and expressed prior permission is given by each party.

**8. Verification:**

BP Developers, Inc. verifies that it is a Nevada Corporation licensed to do business in the State of Nevada. BP Developers, Inc. agrees to obey all state and federal laws regarding the independent contractor labor it provides to the Company and file the proper reports to the required agencies.

**9. Duration and Termination of Contract:**

BP Developers, Inc. or the Company may terminate this Contract, with a prior 30 day written notice, at any time without incurring any liability to the other party for said termination. Absent termination, this Contract shall be held for a period of one year, and then on a month to month basis thereafter, at which time it may be modified and/or renewed by written amendment.

**10. Additional Terms of Contract:**

The Company shall not allow any independent contractor to commence work on any Company job site until the Company has verified with BP Developers, Inc. that the independent contractor is eligible and has current paperwork on file with BP Developers, Inc.

Each party has read, understood, and agrees to the terms of this Contract. Each party understands that this Contract is fully enforceable if and when it is signed.

**11. Attorney's fees:**

If either party to this Contract commences an action against the other party arising out of or in connection with this Contract, the prevailing party shall be entitled to have an recover from the losing party reasonable attorney's fees and costs of suit.

Signed: \_\_\_\_\_ Signed: \_\_\_\_\_

Printed name: \_\_\_\_\_ Printed name: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

Phone: \_\_\_\_\_ Phone: \_\_\_\_\_