

MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement") is entered into as of April 4, 2011, by and between **The Law Firm of Puckett and Faraj, PC** ("Puckett & Faraj, PC") located at 1800 Diagonal Road, Suite 210 Alexandria, VA 22314, and **Linear Five Corp.** and Mr. Will Donaldson ("Client") located at 320 S. 23rd Street, Suite 1508 Arlington VA 22202.

RECITALS

- A.** Puckett & Faraj, PC is a law firm with contacts to private equity firms, individual investors, Banks, sovereign funds, and other investment entities.
- B.** The Client is interested in securing capital to launch a cutting-edge technology known as Affiliate Manipulation System ("AMS") that will revolutionize internet marketing and affiliate transactions.
- C.** Puckett & Faraj, PC will pursue, facilitate, and arrange for the Client to meet with institutional and individual investors to secure capital to launch the AMS technology.

In consideration of the terms and conditions and mutual promises contained herein, the parties agree as follows:

1. SERVICES

1.1 Puckett & Faraj, PC will perform the following services to achieve the Client's objective to launch the AMS technology through the securing of investment capital from one or more parties.

- a. Puckett & Faraj, PC, shall propose to Client potential investors in the Washington, DC Metro area, United States, and internationally. Puckett & Faraj, PC. Client agrees to select investors of interest and define for Puckett & Faraj, PC, the scope of a deal structure that the Client seeks to pursue. Upon notification of the investor(s) in whom Client is interested, Puckett & Faraj, PC, shall arrange meetings between Client and the entity representatives.
- b. Puckett & Faraj, PC, will present at least one investor within 30 days from execution of this Agreement with the objective of securing financing to license and launch AMS. Puckett & Faraj, PC, will endeavor to raise a minimum of either three million dollars in secured or unsecured loans or up to seventeen million dollars for a 10-20% equity stake in the AMS technology. Client agrees that capital may be secured through a combination of sources.
- c. Puckett & Faraj, PC, agrees to have a knowledgeable attorney-representative attend any meetings between Client and the representative of any entity; Client agrees to pay for the travel expenses of Puckett & Faraj, PC, representatives to attend the meetings. Travel expenses for Puckett & Faraj, PC representatives shall be

reimbursed by Client within 30 days after submission of receipts by Puckett & Faraj, PC. The parties agree that Business Class travel will be authorized for Puckett & Faraj, PC on all international flights. Travel will be approved in writing by client before any trips are confirmed. Client shall have the right to provide tickets and lodging. If Client arranges travel, Client agrees that flights must be by the most direct route with a minimum number of stops. Lodging shall be at a reputable and safe hotel that must have no less than a three star rating. Disagreements as to costs of travel and lodging shall be settled by using Government travel and lodging rates as published in the most current Joint Federal Travel Regulations.

1.2 Puckett & Faraj, PC, agrees to assist the Client throughout the contract negotiation process by responding to requests for information generated by the Client.

1.3 Client shall promptly provide to Puckett & Faraj, PC, any information and documentation requested by Puckett & Faraj, PC, to assist in the securing of financing or a structured deal for Client, within and not to exceed seven (7) calendar days. Puckett & Faraj, PC, may use this information in connection with its efforts to solicit financing on Client's behalf. In the event of a delay by Client in providing any requested information to Puckett & Faraj, PC, the delivery date for the arranged meetings shall be deemed postponed for an equivalent period of time.

2. PAYMENT OF FEES

2.1 Puckett & Faraj, PC shall be entitled to a portion equal to **THREE PERCENT 3%** of the total of any financing deal structured with the assistance of the Firm or through any efforts, contacts or negotiations made by the Firm on behalf of Client. Puckett & Faraj shall be entitled to the **THREE PERCENT** of any deal, notwithstanding termination of the contract so long as there is any nexus between the obtaining of finance capital, licensure of AMS, or any transaction or deal that inures to the benefit of Client through the efforts of Puckett & Faraj, PC. Such a fee shall be payable to Puckett & Faraj, PC, immediately upon the transfer of funds from the investor to Client. In the event that Puckett & Faraj, PC, provide their Trust Accounts to process the transaction, the Firm shall have the right to deduct such amount before it is transferred to the Client's accounts.

2.2 Puckett & Faraj shall have the right to collect Interest which shall accrue on any amounts due but unpaid at the rate of 1.0% per month commencing on the payment due date.

3. TERM AND TERMINATION

3.1 This Agreement shall commence on March 30, 2011 and, unless earlier terminated, continue for twelve (12) months, at which time this Agreement will continue on a month-to-month basis unless terminated by either party upon thirty (30) days written notice.

3.2 Either party may terminate this Agreement by written notice to the other. In the event of an early termination, Puckett & Faraj, PC, shall be entitled to reimbursement for all time expended at the hourly rate of \$250 per hour for attorneys and \$50 per hour for paralegals. Client agrees that Puckett & Faraj shall be entitled to place a lien on any contracts, agreements, accounts, payments, trusts and judgments by Client until any outstanding debt to Puckett & Faraj is paid in full. Puckett & Faraj agree that Linear Five will be given monthly itemized invoices and at no time will any reimbursement of fees exceed \$1,000 per month under this contract. This does not include the 3% finder's fee. Both parties understand that Linear Five is a new, unfunded company and if there were an existing revenue stream for the technology then the company would simply hire counsel to perform this service.

3.3 Either party may terminate this Agreement by written notice if the other party ceases conducting business in the normal course, becomes insolvent or bankrupt, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or becomes the subject of any proceeding relating to insolvency or the protection of creditors' rights which is not dismissed within ten (10) days.

3.4 Client shall have the absolute right to terminate this Agreement for its convenience at any time by giving thirty (30) days written notice to Puckett & Faraj, PC.

3.5 Termination of this Agreement shall not relieve Client of its obligation to pay any legal fees, travel expenses or other fees that accrued or are due prior to the date of termination.

4. STAFFING BY EACH PARTY

4.1 Puckett & Faraj, PC shall work directly for Mr. Will Donaldson or his designated representative(s).

4.2 All members of both parties' staff participating in the performance of the services will possess the appropriate skills, authority and experience for the tasks assigned to them, and will be reasonably available for the solicitation of investors.

4.3 Client agrees to negotiate all potential offers of finance in good faith.

5. NO ASSIGNMENT

5.1 This Agreement may not be assigned, sold, transferred, or delegated to a third party for performance by either party without the prior written consent of the other party. This Agreement is binding on the parties and their successors and assigns.

6. NOTICES

6.1 All notices required to be sent pursuant to this Agreement shall be in writing and shall be deemed to have been given to the parties when mailed by first class mail to the following address:

Puckett & Faraj, PC,: 1800 Diagonal Road, Suite 210, Alexandria, VA 22314

Linear Five Corp.: 320 S. 23rd Street, Suite 1508 Arlington VA 22202.

7. GENERAL PROVISIONS

7.1 This Agreement, including any exhibits, serves to formally document the entire agreement between Puckett & Faraj, PC and Linear Five Corp. and Mr. Will Donaldson. No modification of, or waiver of rights under this Agreement will be effective unless it is in writing and signed by the party against which enforcement is sought. A waiver of a provision shall in no way be construed as a waiver of any succeeding breach of such provision or a waiver of the provision itself.

7.2 If any provision of this Agreement is determined to be invalid or unenforceable, the validity or enforceability of the other provisions of this Agreement shall not be affected; and, in that event, the provision shall be changed or interpreted so as to best accomplish the objectives of the original provision within the limits of applicable law.

7.3 Neither party shall be responsible for its failure to perform due to circumstances or causes beyond its reasonable control, including, without limitation, acts of God, wars, riots, embargoes, acts of civil or military authorities, fires, floods, earthquakes, accidents, strikes, failure of suppliers or shortages of transportation, facilities, fuel or energy.

7.4 Puckett & Faraj, PC, and the Client covenant and agree that the laws of the Commonwealth of Virginia shall govern and that venue is proper in Arlington County or the U.S. District Court for the Eastern District of Virginia. Notwithstanding any choice of law or venue elections within this paragraph, any dispute, controversy or other claim arising under, out of or relating to this Agreement, or the breach or interpretation of this Agreement, shall be determined and settled in binding arbitration in the City of Alexandria, VA, USA, in accordance with The Federal Arbitration Act, the Federal Rules of Civil Procedure and with the rules and procedures of the American Arbitration Association. The arbitration shall be conducted in the English language. Any arbitration award may be enforced in any court of competent jurisdiction. Any award rendered shall be final and binding on each and all of the parties and their personal representatives, and judgment may be entered thereon in any court of competent jurisdiction. The parties agrees to be bound by service served by certified mail, return receipt requested, mailed to the address indicated herein or the last known address, if different, such service being hereby acknowledged by the parties to be effective and binding service in every respect.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date of the last signature below.

The Law Firm of Puckett & Faraj, PC

Name: Haytham Faraj
Title: Partner
Date: February _____, 2011

Signature: _____

Linear Five Corp.

Name: Will Donaldson
Title: President and CEO
Date: ~~February~~ ^{April} 14, 2011

Signature:  _____