



7318707 Canada Inc., USA o/a CMBCCommercialMortgage.com
Telephone (416) 410.3842 Fax 416.410.0751

Date

Property Description : _____

This proposal is referred to all potential clients who decide to begin a relationship of collaboration using services offered by 7318707 Canada Inc., USA o/a CMBCCommercialMortgage.com "CMB" or "Independent Contractor" or "Consultant" in the search for finance options for their projects. As you are aware, upfront fees are necessary for companies acting as ours, since fees are of usual application by the lenders, and financing institutions. In order to confirm the seriousness of the client's inquiry, our management has decided upon the following procedure:

1. At the signature of the mandate, the customer will issue a refundable contract binder of \$_____ payable to 7318707 Canada Inc., USA. Also, PayPal can be used to collect this retainer.
2. If CMB is not able to provide a Lender Letter of Intent, within 45 days from the date this on this Borrower initialed collaboration letter, and with all pertinent information having been received, the amount of refundable contract binder will be returned to the client. If the client does not accept the formal loan commitment, the amount collected by CMB for professional services is non-refundable.

We believe that with this procedure we are putting the client in a position to confirm the mandate to our company, thus eliminating the doubts concerning our professional seriousness to those parties that have collaborated with us.

Procedure to Obtain the Financing

1. Provide the documentation related to the financing: any items required by the lender.
2. Review Discussion Paper and acknowledge with initials (pages 2-3)
3. Initial and Sign the Loan Consultant Fee Agreement & Irrevocable Order to Pay (pages 4-6)
4. Pay the refundable contract binder fee (page 1)

Victor Simone, Consultant and Independent Contractor
per. 7318707 Canada Inc., USA o/a CMBCCommercialMortgage.com

Borrower Initials x. _____ **Date** _____.



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Discussion Paper

(Borrower) _____

Property _____

In discussions with several lenders we believe that financing as outlined below can be obtained on your behalf. This is not an approval or an offer for acceptance. The following terms are stated simply for our discussion purposes:

CLOSING DATE : _____

BORROWER: _____ (The Client).

LOAN: \$ _____ USD (United States Dollars)
To a maximum Loan to Value of _____%

PURPOSE: _____

AVAILMENT: Subject to Conditions Precedent, closing could occur on _____

INTEREST RATE & TERM: (initial next to selection of either Option A or B)

Construction Phase 1

Option A : _____ (Non-Recourse) _____ initial

Option B : _____ (Full-Recourse) _____ initial

Take Out Phase 2

_____ Month Term @ _____ % fixed rate amortization up to _____ months, compounded _____, P + I paid _____ for the permanent loan portion.

REPAYMENT:

Construction Phase 1

Interest Reserve

Take Out Phase 2

P + I paid monthly by ACH debit on corporate bank accounts.

Borrower Initials **x.** _____ **Date** _____.

Discussion Paper

(Borrower) _____

Property _____

CONDITIONS:

- Satisfactory financial review of the Borrower & Guarantors, land owners of the subject property, and profiles of all corporate team members and major shareholders.
- Satisfactory review of the subject property, including, but not limited to zoning, geo-technical, and environmental – as determined by the lender(s).
- Confirmation of satisfactory appraisal, Phase 1 & property condition assessment – as determined by the lender(s).
- Borrower is responsible for all closing costs, legal fees, appraisals fees, and any/all third party reporting fees, lender & brokerage fees etc.
- Conditional upon satisfactory appraisal – appraisal firm TBD by lender.
- Most recent trailing 12 month operating statement.
- Commercial Insurance on all subject properties/entities – as determined by the lender.
- Other conditions that may be added – as determined by the lender(s).

SECURITY: Minimum \$ _____ USD first charge and collateral assignment of fixtures, finishes & equipment. Relating to purchase of _____

LENDER PROCESSING FEE: To be determined in Letter of Intent by lender.

LENDER FEE: Up to _____ % of loan amount (Deposit required with accepted Letter of Intent).

INSURANCE FEE: Fair market value as required by the lender(s).

CONSULTANT FEE: _____ % of base loan amount with a minimum \$ _____ USD.

Borrower Initials **x.** _____ **Date** _____

CONSULTANT FEE AGREEMENT & IRREVOCABLE ORDER TO PAY

This Consultant Fee Agreement and Irrevocable Order To Pay, herein called "Agreement", is entered into this _____ by and between 7318707 Canada Inc., herein the "Consultant" or "Independent Contractor", mailing address at 14 – 3650 Langstaff Road Suite 275 Woodbridge, Ontario L4L 9A8 and _____, herein referred to as the "Borrower" or the "Client."

WHEREAS, Borrower(s) is in need of development construction financing in the amount of \$ _____ (USD) to provide the funds directly related to the Development/Construction of _____. For arranging financing and monies to invest into businesses, it is deemed to be to the mutual advantage of the party(s) to enter into this Agreement upon terms and conditions set forth below; THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

Agreement

OBTAIN FINANCING: Consultant shall use their best efforts to obtain financing of \$ _____ USD, on behalf of the Borrower. Any Mortgage or other type of financing being requested is subject to Lender's review and analysis of application, appraisal, credit, and other reports required by Lender or other financing entity.

CONSIDERATION AND PAYMENT: Borrower(s) agrees to pay the Consultant a \$ _____ USD consideration amount upon acceptance of this agreement.

Should the Consultant obtain financing the Borrower(s) agree to pay the Consultant an origination or success fee of _____ % of the base mortgage amount, to a minimum consultant fee amount of \$ _____ USD, not including lender's or other fees required to close the transaction. The origination or success fee will be due and payable to the Consultant for obtaining and funding said loan, or gross loan amount, upon the first mortgage advance at closing. This loan origination fee shall be in addition to any fees imposed on _____ et al. herein referred to as Borrower(s) by lender or any third party(s). No fee shall be due if borrower does not close on any loan provided by the Consultant for any reason whatsoever

The Client (which includes the borrower(s) and any other related entities of the group), is obliged to respect the privacy and not disclose to anyone the name of the lender and in case of a direct contact or the communication of names to a third party, the Consultant has all rights to ask the Client or Borrower(s) for compensation of damages.

The Consultant promises to look for the most suitable solution for the Client. In case of a refusal from one lender, the Consultant promises to present the Client's file to different lenders until it obtains an approval, suggesting at the same time the best solution to the Client. Borrower shall not be obligated to accept any offer for any reason.

Settlement of the above mentioned fees shall be effected by the Borrower's Lender or solicitor, on receipt in their account, total or partial, of the funds of each obtained transaction of finance following a written irrevocable letter of direction to the lender and solicitor confirming their commitment to forward payment to the Consultant of the agreed upon success fee.

Term. This agreement is a _____ month agreement, renewable, and is to be applied to any and all transactions by the signatory with sources introduced by Consultant including subsequent follow-up, repeat, extended or re-negotiated transactions, as well as to the initial transaction, regardless of the success of the initial transaction. Any cancellation of this agreement will have to be in writing based upon a solid motivation and agreed upon by all parties of the contract.

Confidentiality of Names. The signatories hereby agree to keep completely confidential the names of any banks, lending institutions, corporations, individuals or groups of individuals introduced by 7318707 Canada Inc., USA CMBCommercialMortgage.com. Such identity shall remain confidential during the applicable transaction(s) and during the duration of this Agreement and shall include any telephone numbers, address and fax numbers, and other pertinent information. Limited to lenders introduced to borrower in an LOI or phone conference.

Borrower Initials **x** _____ Date _____.

(Borrower) _____

Property _____

Irrevocable and Exclusive Mandate : Borrower hereby authorizes 7318707 Canada Inc., Consultant, or its representatives to deliver my documentation, concerning my financing request and directly submitted to its attention, to negotiate on my behalf, until the final approval of the loan or mortgage, with the various lending institutions, as deemed appropriate by 7318707 Canada Inc., TX USA CMBCCommercialMortgage.com..

Non-Circumvention. For a period of _____ months, the signatories of this document agree that no effort shall be made to circumvent the Consultant(s) or any of their intermediaries, associates or any parties hereto with regard to this agreement or the agreed terms thereof in an effort to gain fees, commissions, remunerations to the benefit of none or more signatories of this document.

Name of Lender: Identified after all Consultant Fee Agreement, Fee Payment Agreements and Non-disclosure & Non-circumvention agreements are signed and returned to 7318707 Canada Inc., USA o/a CMBCCommercialMortgage.com.

Governing Law and Jurisdiction. Any controversy or claim arising out of this agreement, or the breach thereof, and which is not settled between the signatories themselves, shall be interpreted under and governed by the Laws of Ontario Canada, Illinois or _____. At the sole discretion of the Consultant.

Partial Invalidity. If any provision in this Agreement is held by the court competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

Notice. Service of all notices under this agreement shall be sufficient if given personally or five (5) business days after deposited in the mail, postage prepaid to the party involved at its respective address set forth above, or such address as such party may provide in writing from time to time.

Amendments. Any modification of this agreement will be effective only if it is in writing and signed by all parties to this agreement.

Fax and Digital Copies. The parties further agree that an executed facsimile or PDF copy of this agreement shall be legally binding and be deemed to the legal equivalent executed Agreement. It is further agreed that this Agreement may be signed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute the same agreement.

Consultant Hold Harmless: The Borrower also agrees to hold Consultant harmless for any type of damages incurred by Borrower. Consultant shall not be responsible in any way for any errors caused by the lenders, escrow companies, Title Company or third parties involved in this transaction. Consultant is not responsible for lenders in any way including, but not limited to; actions, delays, default of good faith deposits, or credit worthiness of the lender.

7318707 Canada Inc., USA CMBCCommercialMortgage.com, reserve the right to claim damages and compensation should the client present documentation and/or make declarations of any kind that do not correspond to the real and truthful state of the Borrower.

Consultant agrees that borrower is under no obligation whatsoever to accept any funding proposed by lender(s) sourced by Consultant, and in the event that any terms or conditions by any lender(s) is unacceptable for any reason whatsoever by the borrower in its sole discretion then the Consultant's remuneration and or damages are limited to the consideration paid herein.

Borrower Initials **x,** _____ **Date** _____.

The Parties have read, understood and hereby agree to the above terms and provisions of this Agreement. The Parties warrant that they have the proper authority to bind all Parties herein.

For Agreement,

Date: _____.

Name of Borrower :

Name of Signatory :

Signature _____
I have authority to bind the Corporation / Entity

Consultant : 7318707 Canada Inc., TX USA o/a CMBCCommercialMortgage.com

Name of Signatory : Victor Simone, Consultant and Independent Contractor

Signature _____ Date : _____
I have authority to bind the Corporation / Entity