



C.M.B. Canada Mortgage Brokers Inc.

Date :

Our Collaboration of  
(Borrower) \_\_\_\_\_  
(Subject Property) \_\_\_\_\_

This proposal is referred to all potential clients who decide to begin a relationship of collaboration using commercial mortgage referral services offered by C.M.B. Canada Mortgage Brokers Inc., "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 \$100.00 (\_\_\_\_) payable to C.M.B. Canada Mortgage Brokers Inc. Also, Interac or Paypal can be used to collect this retainer by sending your payment to; [approvals@cmbcommercialmortgage.com](mailto:approvals@cmbcommercialmortgage.com) Password : cmbapproval

2. If a Lender is not able to provide a Lender Letter of Intent, within 45 days from the date listed below on this borrower initialed collaboration letter, and with all pertinent information having been received from the borrower, 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 nonrefundable.

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. Sign the Consultant Referral Fee Agreement & Irrevocable Order to Pay
2. Sign the Irrevocable Mandate and remit retainer by Interac, or Paypal
3. Provide any documents related to the financing from your, directly to the Lender.

Per. Victor Simone, Consultant and Independent Contractor
C.M.B. Canada Mortgage Brokers Inc.

Initial \_\_\_\_\_ Date \_\_\_\_\_.



C.M.B. Canada Mortgage Brokers Inc.

Date :

### Discussion Paper

Finance of \_\_\_\_\_

The following terms are stated simply for our discussion purposes:

**BORROWER:** \_\_\_\_\_ (The Client).

**GUARANTOR(S):** \_\_\_\_\_

**LOAN:** Up to \$ \_\_\_\_\_ ( \_\_\_\_ ), to a maximum \_\_\_\_\_ % LTV of the lender value of the subject property, or the new appraisal valuation - TBD, whichever amount is the "lessor".

**PURPOSE:** Finance of \_\_\_\_\_  
Property commercially identified as \_\_\_\_\_

**AVAILMENT:** Subject to Conditions Precedent, closing could occur on or before \_\_\_\_\_

**TERM:** Client prefers a \_\_\_\_\_ Month term, \_\_\_\_\_. Terms to be negotiated by the borrower, directly from the Lender(s)

**REPAYMENT:** Paid monthly by pre-authorized debit on corporate bank account unless an "interest reserve" is authorized.

**USUAL LENDER 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 & Consultant referral fees etc.
- Conditional upon satisfactory appraisal – appraisal firm TBD by lender.
- Most recent trailing 12-month operating statement.
- YTD Interim Financial Statements for Borrowing Corporation.
- Commercial Insurance on all subject properties/entities – as determined by the lender.
- Other conditions that may be added – as determined by the lender(s).

Initial \_\_\_\_\_ Date \_\_\_\_\_.

# Discussion Paper

on behalf of \_\_\_\_\_ et al.  
\_\_\_\_\_ (The Client).

**SECURITY:** Up to a maximum amount of \$ \_\_\_\_\_ ( \_\_\_\_\_ ) as a \_\_\_\_\_ mortgage charge.

**LENDER PROCESSING FEE:** To be determined in Letter of Intent from the lender(s).

**LENDER FEE:** Between \_\_\_\_\_ % of loan amount (Deposit required with accepted Letter of Intent from lender). Pending full lender due diligence & underwriting.

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

**CONSULTANT REFERRAL FEE:** \_\_\_\_\_ % of base loan amount with a minimum of \$ \_\_\_\_\_ ( \_\_\_\_\_ ). Payable to C.M.B. Canada Mortgage Brokers Inc.

**OTHER FEE :** \$ \_\_\_\_\_ ( \_\_\_\_\_ )  
Payable to \_\_\_\_\_

Initial \_\_\_\_\_ Date \_\_\_\_\_.

# CONSULTANT REFERRAL FEE AGREEMENT & IRREVOCABLE ORDER TO PAY

This Consultant Referral Fee Agreement and Irrevocable Order to Pay, herein called "Agreement", is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between C.M.B. Canada Mortgage Brokers Inc., herein the "Consultant" with offices at 14 – 3650 Langstaff Road Suite 275 Woodbridge, Ontario L4L 9A8 and \_\_\_\_\_, et al, on behalf of \_\_\_\_\_, herein referred to as the "Borrower" or "The client", whose corporate address is reported to be \_\_\_\_\_

WHEREAS, Borrower(s) is in need of financing in the amount of up to \$ \_\_\_\_\_ ( \_\_\_\_ ) to provide the funds directly related to the finance of the Subject Property. 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 and introduce a Lender(s) to the client for financing of up to \$ \_\_\_\_\_ ( \_\_\_\_ ). 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 \$100.00 ( \_\_\_\_ ) consideration amount upon acceptance of this agreement.

Should the Lender(s) provide financing, that the Borrower(s) agree to pay the Consultant a referral or success fee of \_\_\_\_\_% of the base mortgage amount, to a maximum referral fee amount of \$ \_\_\_\_\_ ( \_\_\_\_ ) not including lender's fee or other fees required to close the transaction. The referral or success fee will be due and payable to the Consultant for introducing and funding said loan, or gross loan amount, upon the first mortgage advance at closing. This loan referral fee shall be in addition to any fees imposed on the Borrower(s) by lender or any third party(s).

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 names of the lenders 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, or approvals the client deems unsuitable, that the Consultant promises to introduce different lenders until it obtains an acceptable approval, to the Client.

Settlement of the above-mentioned referral fees shall be made 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 Client to Lender 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 C.M.B. Canada Mortgage Brokers Inc. 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.

Initial \_\_\_\_\_ Date \_\_\_\_\_.

(Borrower) \_\_\_\_\_  
(Subject Property) \_\_\_\_\_

**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 Referral Fee Agreement, Referral Fee Payment Agreements and Non-disclosure & non-circumvention agreements are signed and returned to C.M.B. Canada Mortgage Brokers Inc.

**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, 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.

C.M.B. Canada Mortgage Brokers Inc., reserve the right to claim damages and compensation should the client present documentation and/or make declarations to the Lender(s) of any kind that do not correspond to the real and truthful state of the Borrower.

**Irrevocable Mandate:** I, the undersigned, known as \_\_\_\_\_, residing at \_\_\_\_\_, hereby authorize C.M.B. Canada Mortgage Brokers Inc., or its representatives to collaborate with me and my Entity concerning my financing request, and to introduce Lender(s) until the final approval of the loan or mortgage, with the various lending institutions, as deemed appropriate by C.M.B. Canada Mortgage Brokers Inc. Consultant agrees that borrower is under no obligation whatsoever to accept any funding proposed by Lender(s) introduced 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:** \_\_\_\_\_  
Name \_\_\_\_\_ : \_\_\_\_\_  
Date: \_\_\_\_\_  
I have authority to bind the Entity.

**Consultant Name: Mr. Victor Simone.**

Consultant's signature: \_\_\_\_\_ Date: \_\_\_\_\_