



7318707 Canada Inc. TX USA o/a CMBCCommercialMortgage.com
5900 Balcones Drive Suite 100 Austin Texas 78731

Date : [Deal Forms Date (January 1, 2030) (deal custom)]

(Borrower) [Deal Form Borrower Name(s) / Entity (deal custom)]

(Subject Property) [Deal Form Subject Property Address (deal custom)]

This proposal is referred to all potential clients who decide to begin a relationship of collaboration using commercial mortgage referral services offered by 7318707 Canada Inc., TX 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 \$100.00 USD payable to 7318707 Canada Inc., TX USA. Also, PayPal can be used to collect this retainer by sending your payment to approvals@cmbcommercialmortgage.com. Otherwise, wire transfer information is available upon request.
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 Paypal or Wire Transfer.
3. Provide any documents related to the financing from you, directly to the Lender.

DISCUSSION PAPER

The following terms are stated simply for our discussion purposes:

BORROWER: [Deal Form Borrower Name(s) / Entity (deal custom)]

GUARANTOR(S): [Deal Form Guarantors (or non recourse) (deal custom)]

LOAN: from \$ [Deal Form Mortgage Amount (gross amount of advance) (deal custom)] , to a maximum [Deal Form Loan To Value % (LTV) (deal custom)] % LTV of the lender value of the subject property, or the new appraisal valuation to be determined, whichever amount is the “lessor”.

PURPOSE: Finance of [Deal Form Subject Property Address (deal custom)]

AVAILMENT: Subject to Conditions Precedent, closing could occur on or before [Deal Form Closing Date (deal custom)]

TERM: Client prefers a [Deal Form Mortgage Term in MONTHS (deal custom)] Month term, with an interest range of [Deal Form Interest Rate Range (deal custom)] % 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).

DISCUSSION PAPER

BORROWER : [Deal Form Borrower Name(s) / Entity (deal custom)]

SUBJECT PROPERTY : [Deal Form Subject Property Address (deal custom)]

SECURITY: Up to a maximum amount of \$ [Deal Form Mortgage Amount (gross amount of advance) (deal custom)] as a First Mortgage charge.

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

LENDER FEE: Between [Deal Form Lender Fee as % (example 3.00) (deal custom)] % 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: [Deal Form Referral Fee Commission Rate % (% based on dollar advanced) (deal custom)] of base loan amount with a minimum of [Deal Form Referral Fee Commission Amount Minimum \$ (\$ amount in dollars) (deal custom)] USD.
Payable to 7318707 Canada Inc. TX USA o/a CMBCCommercialMortgage.com
State Tax : 0 Included in the Consultant Referral Fee.

OTHER FEE : \$ Not applicable Payable to Not applicable

CORRESPONDENT(S) :

CONSULTANT REFERRAL FEE AGREEMENT & IRREVOCABLE ORDER TO PAY

This Consultant Referral Fee Agreement and Irrevocable Order to Pay, herein called "Agreement ", is entered on [Deal Forms Date (January 1, 2030) (deal custom)]. by and between 7318707 Canada Inc. TX USA, herein the "Consultant" 5900 Balcones Drive Suite 100 Austin Texas 78731 and [Deal Form Name of Client / Authorized Signatory (deal custom)] , et al, on behalf of [Deal Form Borrower Name(s) / Entity (deal custom)]., herein referred to as the "Borrower" or "The client", whose personal / entity address is reported to be [Deal Form Address of Client / Authorized Signatory (deal custom)]

WHEREAS, Borrower(s) is in need of financing in the amount of up to \$ [Deal Form Mortgage Amount (gross amount of advance) (deal custom)] USD 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 \$ [Deal Form Mortgage Amount (gross amount of advance) (deal custom)] USD. 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 USD 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 [Deal Form Referral Fee Commission Rate % (% based on dollar advanced) (deal custom)] % of the base mortgage amount, to a minimum referral fee amount of \$ [Deal Form Referral Fee Commission Amount Minimum (\$ amount in dollars) (deal custom)] USD not including lender's fee or other fees required to close the transaction. The commercial mortgage referral fee or success fee will be due and payable to the Consultant, or assigned to a Correspondent determined by the Consultant, 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.

CONSULTANT REFERRAL FEE AGREEMENT & IRREVOCABLE ORDER TO PAY

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 TX USA
CMBCommercialMortgage.com, 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 [Deal Form Name of Client / Authorized Signatory (deal custom)] , at [Deal Form Address of Client / Authorized Signatory (deal custom)], hereby authorize 7318707 Canada Inc., TX USA o/a CMBCommercialMortgage.com, 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 7318707 Canada Inc, TX USA CMBCommercialMortgage.com. 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: [Deal Form Borrower Name(s) / Entity (deal custom)]

Client Name : [Deal Form Name of Client / Authorized Signatory (deal custom)]

I, the Client have authority to bind the Borrowing Entity

Borrower : _____ Date: _____.

Consultant Name:

Consultant's signature: _____ Date: _____.