



7318707 Canada Inc., TX., USA o/a CMBCCommercialMortgage.com
Tel.: 416.410.3842 Fax: 416.410.0751

Date : _____

**Terms of Engagement
Between**

and 7318707 Canada Inc. TX USA o/a CMBCCommercialMortgage.com

Dear _____,

Further to our recent discussions with you and our respective lenders, 7318707 Canada Inc., TX USA o/a CMBCCommercialMortgage.com. (the "Independent Contractor" or "Consultant") is prepared to arrange mortgage financing on your behalf for the development of the property located at the municipal address known as _____ (the "Property").

The terms of this letter reflect the engagement between the parties, and may be further addressed in a definitive CMBCCommercialMortgage.com Discussion Paper and Mandate, and/or Lender Letter of Interest ("LOI"), which will include the terms and conditions of this financing and loan.

By signing this agreement, you are agreeing to engage the Consultant to act as a non-exclusive Consultant, providing certain services, including, but not limited to the following:

1. A Discussion paper with various lender options for a first mortgage on the Property.
1. If the terms in the discussion paper are satisfactory to the borrower, a Mandate will be given to the Brokerage, and if successful, a Lender Letter of Interest will be presented to the borrower within a certain agreed upon time frame.

Upon signing these terms of engagement, the Consultant will begin its due diligence process, which _____ agrees to cooperate with, which will lead to a LOI and finally, upon the Consultant approval and discretion, the requisite _____ Mortgage Loan Commitment and related financing documents.

Yours truly,

Victor Simone – Independent Contractor / Consultant
7318707 Canada Inc., TX USA CMBCCommercialMortgage.com
(I have authority to bind the Corporation.)

Initials: .



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Acknowledgement and Acceptance:

Victor Simone – Independent Contractor / Consultant
7318707 Canada Inc., TX USA CMBCCommercialMortgage.com
(I have authority to bind the Corporation.)

I, the undersigned, understand, acknowledge, accept and agree to the Terms of Engagement listed on page 1 of this agreement.

Dated this _____ day of _____, _____ in the City of _____,
_____.

(I have authority to bind all borrowers on title.)

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., TX USA CMBCCommercialMortgage.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. Lenders introduced by Consultant, and agreed to by the borrower, will convert the Consultant to act as an exclusive for those lenders and all non-circumvention by the borrowers will apply.

Initial Date _____.

Non-Circumvention. For a period of _____ (____) months , the signatories of this document agree that no effort shall be made to circumvent the Independent Contractor / 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., TX 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, Illinois, or _____ and 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 / Electronic 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(s) 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 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.

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.

Borrower: _____.

_____ - signature: _____

I have authority to bind the Corporation.

Date: _____.

Independent Contractor / Consultant Name: Mr. Victor Simone.

Independent Contractor's signature:

Date: _____.