

COMMERCIAL MORTGAGE FEE AGREEMENT

This agreement made between _____ (the "Borrower") and CMA CAPITAL FUNDING, INC. (the "Broker") with offices at 8864 Jurupa Road, Riverside, CA 92509, authorizes and engages the Broker to obtain a commercial mortgage loan for the property known as _____ ("Property") in accordance with the terms and conditions agreed to in this Agreement (the "Agreement"). This exclusive and irrevocable right to procure a loan commences on Jan 23, 2006 and expires at midnight on June 23, 2006.

This Agreement serves to set forth the understanding in connection with the proposed financing for the Property.

1. **Proposed Financing.** The Borrower is requesting a commercial loan according

To the following terms and conditions.

- a) Minimum Loan Amount: \$ _____
- b) Minimum Loan Term: 5-10 years
- c) Maximum Loan Amortization: 10-20 years
- d) Maximum Interest Rate: 9-10%
- e) Loan Type: Fixed _____ Variable _____ Either X
- f) Recourse Options: Full Recourse _____ Non-recourse _____ Negotiable X
- g) Other: _____

2. **Compensation.** The Borrower hereby agrees to pay the following compensation:

- a) **Processing Fee.** The Borrower agrees to pay the Broker a non refundable processing fee of \$ 850.00 for services performed in accordance with the Agreement, whether or not the proposed financing is completed. This fee is earned when a commitment to finance the above captioned property is issued from a lender in the approximate amount, and at rate and terms acknowledged to be acceptable to the Borrower.
- b) **Commissions.** The Borrower agrees to pay the Broker a commission equal to 3% _____ (initial) of any loan secured by the Property for which the Broker was the procuring cause of the financing for a period of 180 days from the execution of this Agreement. The commission does not include any closing costs or point(s) to be paid to the lending institution. The commission is fully earned by the Broker when the financing has been approved in writing by a lender with terms and conditions acknowledged in writing to be acceptable to the Borrower. Borrower is obligated to pay the agreed commission whether the loan(s) offered by a lender is/are the direct result from the Broker's own efforts, or indirectly working with a Co-Broker, and/or working with the Borrower. This commission will be collected at the loan closing. If the lender is prepared to close escrow and the Borrower does not appear at the scheduled closing or refuses to schedule a closing, the commission is payable upon demand so long as the failure to appear and close is solely the result of the Borrower's acts or omissions.
- c) The Borrower further agrees to pay to Broker a total compensation in the amount of \$850.00, if said loan application is withdrawn, or the property is sold, or another loan application for the subject loan is obtained by the Borrower without the prior written consent of the Broker, or made the financing of the property unattainable because of Borrower's voluntary or intentional act during the term hereof or any other extension thereof.

- d) Borrower hereby authorizes Broker to cooperate with other Brokers, to appoint sub-agents, and to divide with other Brokers such compensation in any manner acceptable to brokers.

3. **Other Borrower Covenants.**

- a) Borrower also authorizes Broker to obtain and verify any and all information pertaining to Borrower's credit history, employment, appraisal reports, business income, personal and business assets. To process Borrower's application, to disuse and/or negotiate loan qualifications, loan terms, rates and fees on Borrower's behalf with any and all lenders of Broker's choice.
 - b) The borrower promises to deliver marketable mortgage title, including, but not limited to, any Subordinations. The Borrower also promises to comply with any legitimate request for information, documentation and payment of report fees (appraisal, toxic, etc.), within three Banking days of request, absent reasonable cause.
4. **Lender Fees.** Borrower understands that a lender may require a cash deposit prior to issuance and acceptance of a loan commitment. Any such deposits will be collected and retained by the lender, subject to the lender's policies and procedures.
5. **Broker's Responsibility.** The Broker is representing the Borrower on a best effort basis only and cannot guarantee the successful placement of any loan. Broker shall use due diligence to search and locate prospective lender(s) who are the best fit to fulfill Borrower's desired loan objectives. However, Borrower understand that Broker's ability to perform the duties herein are limited and confined to all material facts on the part of the Borrower's past and present credit and financial history and any and all documents given to Broker by the Borrower.
6. **Non-Circumvention.** The Borrower agrees and covenants that he will not directly, or indirectly, or in conjunction with any other person, company, partnership or corporation; apply to the lender(s) to who Broker has submitted his loan application, except through Broker as his exclusive agent, for a period of 36 months, otherwise the Borrower shall be liable to Broker for the loan brokerage commission described above on any loan amount funded.
7. **Arbitration of Disputes.** The parties hereby agree to submit any disputes or controversy, at law or in equity, to arbitration under the Rules of the American Arbitration Association. Said dispute shall be heard in the County of Riverside in the State of California. The prevailing party shall be entitled to legal costs, arbitration costs and arbitrator's fees. Attorney's fees may not be awarded by the arbitrator, but in the even that legal action becomes necessary to confirm and/or collect the award of the arbitrator, the prevailing party in arbitration shall be entitled to reasonable attorney's fees for post-arbitration action. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA STATE LAW. YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL, AND YOU ARE GIVING UP YOU JUDICIAL RIGHTS TO DISCOVERY AND APPEAL. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE JUDICIALLY COMPELLED TO ARBITRATE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

Initials: _____

8. **Broker Promises Due Diligence.** In consideration of the Borrower's above written assurances of fair compensation. Broker promises to use diligence in its efforts to procure the Loan. Broker understands and appreciates that **time is of the essence** to the Borrower.

9. **Disclosure.** Borrower's disclosure and obligation to make true statement of facts to Broker and lenders are set forth in the application. Borrower shall provide Broker and/or lender all material facts relative to this application. Borrower agree to save and hold Broker harmless from all claims, disputes, litigations and/or judgments arising from any incorrect information supplied by Borrower or from any material fact known by Borrower which Borrower fail to disclose.

10. **Joint and Several Liability.** If the Borrower consists of more than one person or entity or person(s) signing on behalf of an entity, or a combination thereof, the obligations and liabilities of each such person or entity to the Broker are joint and several.

11. **Entire Agreement.** The Borrower, warrant that he is the owner of the subject property or have the authority to execute this agreement. The Borrower and Broker further intend that this agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence whatsoever may be introduced in any judicial or arbitration proceeding if any, involving this agreement.

I (WE) UNDERSTAND THE ABOVE TERMS AND VOLUNTARILY ENTER INTO THIS LEGALLY BINDING AGREEMENT. RECEIPT OF A COPY IS HEREBY ACKNOWLEDGED.

Borrower: _____ Date _____

Address: _____

Telephone: _____

Borrower: _____ Date _____

Address: _____

Telephone: _____

Borrower: _____ Date _____

Address: _____

Telephone: _____

Corporate Borrower: _____

By: _____ Title: _____

By: _____ Title: _____

The Broker: CMA CAPITAL FUNDING, INC. Date _____

By: _____