

Commercial Loan Working Agreement

Company Name: _____

Contact: _____

Address Line 1: _____

Address Line 2: _____

City, State, Zip: _____

Tax ID or Social Security: _____

Email address: _____

Solution Focused Financial LLC (hereinafter "SFF") is pleased to provide "Commercial Loan" services to referral's identified by the undersigned "Agent", (hereinafter "Agent"). This letter of agreement (hereinafter "Agreement") describes the terms on which SFF will pay the Agent for their referral services.

THIS COMMERCIAL AUDIT WORKING AGREEMENT is effective as of _____, 20____ (the "Effective Date"), by and between Solution Focused Financial LLC ("SFF"), and _____ ("Agent"), with its principal office located at _____.

Commencing on the Effective Date, SFF shall provide Agent's referral's with Commercial Mortgage Audit services prepared on behalf of the Agent's referrals from their supplied documentation ("Agent Data") and submitted by Agent to SFF via *facsimile or US mail*. Audits will be performed in accordance with certain compliance review methodology, using an agreed upon list of documents as agreed upon by the parties (which such Audits are hereafter referred to as the "Audit Services"). Each agent of an Agent will receive a separate agreement to be executed directly with SFF.

1. Agent Responsibilities (Audit):

- Submitting Docs for Free Review and Quote
- Submitting Contract for an Audit and Loan Analysis
- See Eligible Types of Properties (Addendum A)

2. Agent Responsibilities (New Loans):

- If you are not licensed in the property state (and licensing is required for commercial), you can only provide name and contact information of the prospect.
- Licensed Referrals should provide the following: Address of property, loan amount needed (and use of funds if a refinance), if refinance (is current lender SBA?), 3 years tax returns (business and personal), appraisal or BPO, type of business, P&L, Debt Schedule, and type of loan -- purchase or refinance. The commission is 50%.

3. Agent Commission Structure:

Commissions are based on the net proceeds received by SFF.

Audit Report Commissions Percentages (based on Audit Report Only):

- 20% on SFF Net Proceeds

New Loan Commitments:

- 50% on SFF Points for Licensed Referrers
- 20% on SFF Points for non-Licensed Referrers

3. Taxes: *Agent* will be responsible for paying any sales, use, excise or other taxes (except taxes imposed on *SFF's* income) levied or imposed by any governmental entity or agency on or on account of the provision of payments to *Agent*.

4. Statement of Account: Audits are paid for in full with the submission of an "Audit Order" and the supporting documentation. If the *Client* fails to pay *SFF*, *SFF* will not perform the Audit Order. In the event that an Audit is completed, and good funds are not collected, *Agent* understands that commission will not be paid until the *Client* satisfies their outstanding balance for the audit services.

5. Mutual Non-Disclosure: *Agent* is given an absolute guarantee that the information obtained by or imparted to our personnel will be held in confidence and will not be released voluntarily to anyone, either directly or indirectly, without *Agent's* written consent. Except as otherwise specified herein, neither party shall disclose (i) Confidential Information to any third party unless authorized by the other party in advance in writing; (ii) or disclose Confidential Information to its employees, except to those on a "need to know" basis as necessary for the performance of this *Agreement*.

6. Understandings: *Agent* agrees NOT to make and will not make any guarantees regarding the outcome of any Audit or review. *SFF* reviews *Agent* supplied documentation and performs a Mortgage Audit report, based on the loan information and documentation that has been provided to us by our *Agent*.

7. Arbitration: *SFF* appreciates the opportunity to serve as *Agent's* "Mortgage Auditor" and anticipates a productive and harmonious relationship. If, however *Agent* becomes dissatisfied for any reason with the services we have performed or the fees charged or commissions paid, we encourage our *Agent* to bring their dissatisfaction to *SFF's* attention immediately. *SFF* is willing to discuss any issue that *Agent* may have regarding service, accuracy, turn times or pricing and will make every attempt to resolve any issue. Most problems should be remedied through such communication. However, if a dispute arises that cannot be settled, *SFF* and *Agent* agree to utilize the services of a Florida Licensed Arbitration Service. *Agent* agrees that the extent of the extent of the *SFF's* liability will be limited to the loss of the fee paid by *Agent* to *SFF* on the particular Audit.

8. Limitation of Responsibility and Liability: *SFF* will not be responsible for damages, theft, loss or delays causes by any subcontractor or other third parties. Should any gross error be made by *SFF* in the review or Audit of any Loan file, the extent of the *SFF's* liability will be limited to the loss of the fee paid by *Agent's Client* to *SFF* on the particular Audit. If a dispute results in a Client receiving a refund, the *Agent* agrees to also refund any commission or monies paid that resulted from the subject Client's audit services.

9. Termination: All parties will have the right to terminate this engagement at any time.

10. Confidentiality

Accordingly, *SFF* shall not use any information submitted by, *Agent(s)* for any other purpose but conducting an audit and analysis exclusively to be provided to *Agent's Clients(s)*. *SFF* shall keep all such information confidential, and shall safeguard and protect the confidentiality of such information. *SFF* shall protect all of *Agent(s)* information as confidential and shall protect it against disclosure to any third parties. Similarly, *Agent(s)* agrees that *SFF's* documents, questionnaires, and reports are *SFF's* intellectual property, and *Agent(s)* shall not use any of *SFF's* documents to assist any other homeowner to analyze a mortgage without paying *SFF* for an audit or analysis, and shall not provide *SFF's* documents to anyone or any entity whatsoever. *Agent(s)* and their Clients are authorized and licensed to use *SFF's* documents and reports only for the benefit in re-negotiating, challenging, or rescinding *Agent's Client(s)* mortgage(s), including sharing these with any attorney or agent working on *Agent(s)* behalf, but for no other purpose.

11. Other: This *Agreement* and the performance of the services shall be governed by the laws of the State of Florida.

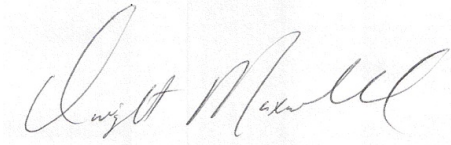
Please sign and return a copy of this Commercial Mortgage Audit Working Agreement to *SFF*. Signatures sent electronically will be considered as effective as original signatures.

Accepted and Agreed by the following parties:

1) Signatory Details:

Signatory's Full Name: Dwight Maxwell
Company Name: Solution Focused Financial LLC
Mailing Address: 75 N Woodward Ave #80069,
Tallahassee, FL 32313

Phone: 800-704-4228
Fax: 877-702-7286
Mobile: 813-445-5004
E-Mail: Dwight@solutionfocusedfinancial.com



Signature

2) Signatory Details:

Signatory's Full Name:

Company Name:

Address:

Phone:

Fax:

Mobile:

E-Mail:

Signature

Signed Date: _____

ELECTRONIC SIGNATURE IS VALID AND ACCEPTED AS HAND SIGNATURE

EDT (Electronic document transmissions)

EDT (Electronic document transmissions) shall be deemed valid and enforceable in respect of any provisions of this Contract. As applicable, this agreement shall be: -

- 1- Incorporate **U.S. Public Law 106-229**, "Electronic Signatures in Global and National Commerce Act" or such other applicable law conforming to the UNCITRAL Model Law on Electronic Signatures (2001).
- 2- ELECTRONIC COMMERCE AGREEMENT (**ECE/TRADE/257, Geneva, May 2000**) adopted by the United Nations Centre for Trade Facilitation and Electronic Business (UN/CEFACT).
- 3- EDT documents shall be subject to **European Community Directive No. 95/46/EEC**, as applicable. Either Party may request hard copy of any document that has been previously transmitted by electronic means provided however, that any such request shall in no manner delay the parties from performing their respective obligations and duties under EDT instruments.

ADDENDUM A

Commercial Property Type List:

- Agricultural
- Apartments
- Apartments Over Retail
- Assisted Living
- Auto-Related Property
- Bare Land
- Business Acquisition w/ Real Estate and Equipment
- Church
- Condos Over Retail
- Gas Station
- Hotel/Motel
- Industrial/Flex Space
- Land Development/Subdivision
- Leisure (Golf course, Marina, RV park)
- Manufactured Housing Park
- Medical Buildings (Hospital, Clinic)
- Mini-storage/Self-storage
- Office and Residential
- Office and Retail
- Office Building
- Office Condos
- Other Mixed Use
- Other Multi-Family (5+ Units)
- Other Single Use / Special Purpose
- Residential Condos
- Restaurant
- Retail and Residential
- Retail Box (Freestanding)
- Retail Strip Center
- Schools
- Shopping Mall
- Student Housing
- Warehouse