

THIS AGREEMENT made as of the ___ day of _____, 20___, by and between CLIENT'S NAME HERE, hereinafter referred to as "CLIENT", or their designated affiliate, successors and assigns, and YOUR COMPANY NAME LLC, hereinafter referred to as "AGENT".

In consideration of the mutual covenants and agreements herein contained, CLIENT hereby employs Agent and Agent hereby accepts such employment as an Agent/Broker to secure equity, mezzanine capital and debt capital for the anticipated raising of capital for CLIENT'S NAME HERE (the Venture) on the terms and conditions noted below.

EMPLOYMENT

Agent's General Obligation to Procure Investors and Lenders

Owner employs Agent to procure Acceptable Investors and Lenders who will provide the Capital for the Venture.

Specific Duties of Agent Relating to Equity, Mezzanine and Debt Procurement

1. Agent shall actively pursue Acceptable Investors and Lenders and use its reasonable efforts to induce them to invest in and lend to the Venture.
2. Agent shall introduce Acceptable Investors and Lenders to CLIENT.
3. Agent shall assist in the negotiation of contracts of sale, joint venture agreements or loan documents if requested by CLIENT.
4. Agent shall coordinate negotiations between CLIENT and Acceptable Investors and Lenders and perform reasonable follow up work arising from the Agent's coordination and responsibilities and negotiations.
5. Agent shall answer CLIENT's questions concerning matters within the scope of Agent's duties.
6. CLIENT shall work with Agent to develop offering materials and a list of Investors and Lenders for the property.
7. Agent shall review all marketing material developed by CLIENT. CLIENT shall be responsible for the cost of producing, printing and mailing of such material.
8. Agent may work with other brokers in an effort to secure the Capital. Any fees due to these cooperating brokers shall be paid by Agent from its own commissions after receipt of same.

TERM

The Term of this Agreement shall be for a period of at least one hundred and twenty (120) days from the date of execution of this agreement. Thereafter, either party shall have the right to terminate this Agreement upon thirty (30) days written notice to each other. Any transactions or contacts on behalf of CLIENT that Agent was working on prior to said termination shall be honored by CLIENT and its successors or assigns for nine (9) months. Upon termination of said Agreement, the Agent shall supply CLIENT with a list of the Investors and Lenders it has contacted and has discussed potential transactions.

COMMISSIONS

Agent shall earn a commission with respect to investment or financing of when equity, mezzanine or debt capital has been provided by Acceptable Investors or Lenders introduced to CLIENT by Agent.

Commission shall be due and payable when capital has been invested in a Special Purpose Entity for the purposes of extending hard money and/or equity loans. For the purpose of calculating commissions each investment amount shall be cumulative aggregating with the prior transactions. (See example below).

For Equity Capital committed the calculation of the commission owed shall be:

\$ <1mm – 5 million	5%
\$5--10 million	3%
\$10-15 million	2.5%
\$15-20 million	2.0%
Over \$20 million	1.0%

Example: if the first transaction amount is \$5 million and the fee paid is \$250,000, then if the next transaction is \$5 million the additional fee will be \$150,000. Therefore, for a combined total of \$10 million transaction the fee will be \$400,000.

The commission for the capital provided by the Investor will be paid 2% in all in cash. The commissions due thereafter that will be equal to one half the fees listed above in cash and the balance will be in the form of 3% of the promote or share of distributions that CLIENT'S NAME HERE receives on each condo sale or as a result of the acquiring takeout financing. If at some point in time a corporation is formed to create a finance company or similar platform, then Agent shall have the right to convert the value of the carried interests portion of commissions into shares of the Finance Company at founders prices, but not more than 5% of the CLIENT'S NAME HERE's interests.

For Mezzanine Capital the fee shall be 3% of funds committed for *each transaction*.

For debt raised the commission for each transaction shall be:

0-\$100 million 1.0% of debt capital committed whether funded initially or not, as well as 3% of the promote or share of distributions in the Special Purpose Entity (SPE) formed between Investor and CLIENT. If at some point in time a corporation is formed to create a finance company or similar platform, then Agent shall have the right to convert the value of the carried interests portion of commissions into shares of the Finance Company at founders prices, but not more than 10% of the CLIENT Financial Services, LLC's. interests.

.75% (75 basis points) above \$100 million

The above fee schedule shall be in effect for two years after the first closing with each Investor or Lender that was introduced to CLIENT by Agent for any subsequent transactions CLIENT closes with the capital providers for this transaction.

CLIENT shall pay said Commission(s) out of the proceeds when the investment is made in the SPE, transfer of title or funding of actual debt, mezzanine or equity.

EXPENSES

CLIENT agrees to reimburse Agent for any out-of-pocket travel expenses incurred by Agent in the course of performing this CLIENT in writing prior to being incurred. Such reimbursement shall be paid within 30 days of billing and any unpaid invoices shall be paid at closing or upon the termination of this engagement, whichever occurs earlier. Agent shall provide CLIENT with itemized information regarding such expenditures All expenses of negotiating and closing the transactions contemplated herein, such as CLIENT's counsel, title, survey, environmental, lender's fees and expenses, etc., shall be the sole responsibility of CLIENT.

LIMITATIONS OF REMEDIES

Should Agent breach its obligation in the performance of its duties under this Agreement, CLIENT's sole remedy shall be to terminate this agreement.

CLIENT hereby acknowledges and agrees that Agent is acting solely as an advisor and finder with respect to this Agreement and the transactions contemplated thereby, and that Agent shall not have any obligation or liability whatsoever in connection herewith. Neither Agent, nor any of its Principals or representatives, makes any representation, warranty or covenant, express or implied, in connection with this Agreement or the transactions contemplated thereby. CLIENT agrees that it will make its own independent investigation,

evaluation and determination regarding the sources of capital or financing and the proposed terms of any transactions presented to CLIENT under this Agreement.

Each party and its principals (each, an "Indemnifying Party") hereby agrees to indemnify and hold harmless the other party and its representatives, agents, affiliates, partners, employees and directors from and against any losses, claims, damages or liabilities, including legal fees, related to or arising out of this engagement which results from any willful misrepresentation, willful misconduct, gross negligence, bad faith or breach of this Agreement on the part of the Indemnifying Party or any of its representatives, agents, affiliates, partners, employees or directors.

CLIENT shall indemnify AGENT against any misrepresentations made by CLIENT.

SUCCESSORS AND ASSIGNS

The provisions of this Agreement shall apply to, bind, and inure to the benefit of CLIENT and its affiliates and Agent, their successors, legal representatives, heirs and assigns. This agreement may not be assigned without the written approval of the other party.

If any litigation arises out of the enforcement of this agreement, the losing party shall reimburse the prevailing party its reasonable attorney fees.

IN WITNESS HEREOF, Client and Agent have caused this agreement to be executed as of the date and year first above written.

This Agreement shall be governed by the laws of the State of Nevada.

Client:

CLIENT'S NAME HERE

By: _____

Signature: _____

Agent:

YOUR COMPANY NAME LLC

By: _____

Signature: _____

ADDENDUM A

DELETE IF NOT NEEDED