

## Fee Agreement

This agreement ("Agreement") is made on the \_\_\_\_\_ day of \_\_\_\_\_, **2007** by and between Thomson Capital Group, hereinafter referred to as "TCG", and \_\_\_\_\_, hereinafter referred to as "APPLICANT", concerning the property described below hereinafter referred to as "PROPERTY".

Property Address \_\_\_\_\_

Financing Description \_\_\_\_\_

Approximate Loan Amount \$ \_\_\_\_\_

APPLICANT and TCG hereby agree as follows:

### ENGAGEMENT OF THOMSON CAPITAL GROUP

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The Applicant hereby engages TCG as their Broker for the limited purpose of procuring commercial financing for the Property for the duration of the Agreement.

### TCG SERVICES

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TCG agrees to use best efforts to take the information provided by Applicant to solicit loan quotes from lenders within its Lender Network. TCG agrees to use due diligence in endeavoring to procure a loan commitment and will exercise reasonable commercial efforts to obtain the financing requested, but does not guarantee that a loan will be approved or the loan will close. TCG is not liable for any delay or failure to close.

### APPLICANT RESPONSIBILITIES

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Applicant agrees to provide the information required by TCG to create the loan application package. The Applicant hereby represents and warrants that all information requested by and provided to TCG shall be true and correct; and the Applicant shall hold TCG harmless from any and all liability, expenses or claims arising from the disclosure or use of such information. Applicant agrees to review the completed loan application package and is responsible for its accuracy. After the loan commitment has been obtained, Applicant agrees to use due diligence to close the loan and is responsible to ensure the TCG FINANCING SUCCESS FEE is paid out of escrow/closing.

### NO GUARANTEE OF FINANCING SUCCESS

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TCG agrees to use reasonable commercial efforts to obtain and close financing for the Property. TCG does not guarantee that financing can or will be obtained. Applicant will not hold TCG liable for any losses or damages whatsoever in the event financing is not obtained. Applicant understands that TCG is not a direct lender and does not have funds to lend or is acting in the capacity as the Agent for the Applicant.

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## FINANCING SUCCESS FEE

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Applicant agrees to pay TCG a FINANCING SUCCESS FEE equal to **One Percent (1%) of the gross loan amount (minimum fee: \$1,500)**. This fee is in addition to the fees paid to the Lender. The TCG FINANCING SUCCESS FEE is earned upon written acceptance by Applicant of a loan commitment and payable on loan closing. Applicant further agrees that TCG may use this executed Fee Agreement as a demand in escrow/closing, directing Escrow/Closing Holder to pay the FINANCING SUCCESS FEE directly to TCG.

## APPLICANT LOAN CANCELLATION FEE

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If Applicant, for any reason, accepts and commits to Financing obtained from a Lender introduced to the Applicant by TCG and does not complete the loan transaction, the Applicant agrees to directly pay TCG by check a Cancellation Fee in the amount of **\$500.00**.

## OTHER FEES

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Applicant to pay the customary escrow/closing and other reasonable expenses necessary for the closing of said loan, including without limitation title insurance, attorneys' fees, escrow, notary, tax service, recording, structural/seismic report, environmental audit fees, survey fees, credit reports, commitment and standby fees, if any, and appraisals.

## TERMINATION OF AGREEMENT

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After 60 days, this Agreement may be terminated at any time by either party by written notice to the other party, but such termination shall not affect the obligation of the Applicant to pay TCG's fee hereunder as to Financing consummated within twelve (12) months after such termination with any Funding Source introduced by TCG to the Applicant or through the efforts of TCG prior to such termination.

## USE OF INFORMATION AND CONFIDENTIALITY

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Information requested by and provided to TCG including any applications, financial statements, forms, worksheets and other documents will be considered by TCG confidential and proprietary and shall hold the same in confidence, shall not use the Confidential Information other than for the purpose of its business with the Applicant to procure the Financing requested by presenting to Funding Sources pertinent information necessary for the Funding Sources to make a decision as to express an interest in providing the Financing requested.

## GOVERNING LAW

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This Agreement shall be deemed to have been made in and construed under the laws of the State of Pennsylvania.

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### MEDIATION OF DISPUTES

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In the event any dispute or controversy arises with respect to the subject matter of this Agreement or the transaction contemplated herein which the parties are unable to resolve among themselves after a good faith effort to do so, all parties to this Agreement agree to submit any dispute or controversy to arbitration under the Rules of the American Arbitration Association, to be heard in Doylestown, located in the County of Bucks in the State of Pennsylvania.

### GENERAL PROVISIONS

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- a) This Agreement constitutes the entire Agreement of the parties with respect to the subject matter herein and supersedes all prior written or oral agreements, understandings and negotiations between the parties. This Agreement may only be changed by a writing signed by Applicant and TCG.
- b) In the event that any of the provisions of the Agreement shall, for any reason, be held invalid, illegal or unenforceable, the remainder of this Agreement shall not be affected thereby.
- c) A facsimile copy of this Agreement shall be considered an original of the document, and shall have the same effect and force as signed originals of the document.

### APPROVALS

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FULL AUTHORITY TO EXECUTE THIS AGREEMENT ON BEHALF OF ALL PARTIES IN INTEREST IS WARRANTED TO BE HELD BY THE UNDERSIGNED.

AGREED TO FOR APPLICANT(S) BY:

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\_\_\_\_\_, Authorized Signer for APPLICANT  
(Print Name)

\_\_\_\_\_

\_\_\_\_\_, Authorized Signer for APPLICANT  
(Print Name)

ACCEPTED AND AGREED TO FOR THOMSON CAPITAL GROUP:

\_\_\_\_\_  
Thomson Capital Group

Initial \_\_\_\_\_