

ACVAY CAPITAL

COMMERCIAL DIVISION

BORROWER FEE AGREEMENT

Date:

Borrower(s):

Property Address:

ACVAY CAPITAL (Consultant) is in the process of providing, or have provided, assistance in securing mortgage/other financing. Their services include, but not limited to:

Obtaining a satisfactory loan amount of \$ _____ at competitive interest rate, points and loan terms

Counseling on available financing options and products. Counseling on debt service and credit qualifications

Assistance in completing any and all loan applications. Negotiations and discussions with Lender(s) regarding my/our commercial loan request.

I/we engage Consultant as my/our agent and/or broker for obtaining a loan commitment and for the above services. I/we agree that, as compensation for Consultant services and obtaining a mortgage loan, I/we will pay Consultant a Non Refundable initial due diligence/processing fee of \$0 which shall be due at the execution of this agreement. This is a non refundable due diligence/processing fee if the loan does not close or financing cannot be obtained. I/we understand that the Lender ultimately selected may also require an upfront prepayment of anticipated 3rd party fees which will be disclosed to the Borrower(s) by the Lender in the Lender's Letter of Interest (LOI) or the Loan Quote. These prepaid fees may or may not be totally, partially or not refundable at all.

At settlement Borrower(s) agree that ACVAY CAPITAL shall receive a fee of 6% of the amount financed. This fee shall be considered earned at time of issuance of a term sheet and/or payment of due diligence fees and shall be due either at closing or collected prior to closing and deposited into an escrow account at a company to be designated.

It is the understanding of the parties hereto that all of the Consultant's intermediaries, associates, brokers, lenders or agents are exclusive to consultant and that borrower(s) agrees in good faith not to circumvent that relationship with consultant and will not make any contact with the aforementioned, for two years from the date herewith, without the written consent of Consultant. If it is found that client has circumvented this agreement, Consultant, shall be entitled to a fee equal in percentage to that herewith disclosed and that borrower shall pay said fee immediately.

This agreement is effective as of date of signature and will be in force for a period of two years thereafter or from the date of settlement, whichever is latest.

Borrower: _____ Date: _____ Borrower _____ Date _____

Signature _____ Title: _____ Signature _____ Title _____

ACVAY CAPITAL

Date: _____

Signature _____ Name _____ Title _____