

## Fee Agreement

This will confirm the agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2006, by and between \_\_\_\_\_ (borrower), hereinafter referred to as "APPLICANT" and Trans World Financial Group, Inc., hereinafter referred to as "BROKER", wherein BROKER, for a fee, has agreed to assist APPLICANT in obtaining certain financing on a best effort basis. Whereas, APPLICANT wishes to arrange financing as set forth below:

A loan and/or line of credit in the amount of \_\_\_\_\_ (\$) \_\_\_\_\_ and/or an amount determined between the Lender(s) and the APPLICANT. Now, therefore, it is agreed as follows:

APPLICANT agrees that BROKER shall be granted the exclusive right for a period of 90 days to arrange a loan with a Lender with terms and conditions suitable to APPLICANT. It is also understood, however, that in the event that BROKER produces a loan commitment after the term of this agreement, and APPLICANT accepts it, this agreement is to be considered automatically extended by both parties to and including the date of acceptance and funding. In consideration of services rendered, APPLICANT agrees to pay BROKER a consultation and loan packaging fee of \_\_\_\_\_ points of the total loan value at the time of approval and acceptance by APPLICANT of a firm commitment issued by Lender. Said fee shall be paid as follows:

In full at the time said loan is closed by Lender, Closing Agent, or Escrow Agent, and this agreement is instruction to said Lender, Closing Agent, or Escrow Agent to pay the fee from the proceeds of the loan directly to the BROKER, without further instruction from the APPLICANT. As further consideration to BROKER, APPLICANT agrees not to obtain financing from Lender(s) supplied by BROKER, either directly or through third parties, without prior express written consent of BROKER for a period of 12 months from the date of this agreement.

## Non-Circumvent

Throughout the application process, APPLICANT may learn the names, telephone numbers and contact information of investors, borrowers, lenders, agents, brokers, banks, lending corporations, individuals and/or trusts, or buyers and sellers hereinafter called CONTACTS. The APPLICANT with this acknowledgment, accept and agree that the identities of the CONTACTS will be recognized by APPLICANT as exclusive and valuable contacts of the BROKER and will remain so for a period of 60 months. CONTACTS are limited to those that have the purpose of providing financing to APPLICANT and/or using the proprietary system developed by Trans World Financial Group, Inc. The APPLICANT agrees to keep confidential the names of any CONTACTS introduced or revealed to the APPLICANT, and that their firm, company, associates, corporations, joint ventures, partnerships, divisions, subsidiaries, employees, agents, heirs, assigns, designees, co-brokers, or consultants will not contact, deal with, negotiate or participate in any transactions with any of the CONTACTS without first entering into a written agreement with Trans World Financial Group, Inc. and/or an officer of Trans World Financial Group, Inc. gives express written permission. Such confidentiality will include any names, addresses, telephone, telex, facsimile numbers, and/or other pertinent information disclosed or revealed by the BROKER.

In case of circumvention, the APPLICANT agrees and guarantees they will pay a legal monetary penalty that is equal to the commission or fee the BROKER would have realized in the transaction. If BROKER must commence legal proceedings to intercept or enforce the terms of the "fee agreement" or "non-circumvent agreement", APPLICANT is aware BROKER will be entitled to recover court costs and reasonable attorney fees.

APPLICANT and BROKER will construe this "fee agreement" and "non-circumvent agreement" to be in accordance with the laws of the State of California. If any provision of this agreement is found to be void by any court of competent jurisdiction, the remaining provisions will remain in force and effect. This agreement contains the entire understanding between the APPLICANT and BROKER and any waiver, amendment or modification to this agreement will be subject to the above conditions and must be attached hereto. A facsimile copy of this "fee agreement" and "non-circumvent agreement" shall constitute a legal and binding instrument. By setting forth my hand below I warrant that I have complete authority to enter into this agreement.

APPLICANT (print full name) \_\_\_\_\_

BROKER (print full name) \_\_\_\_\_

By: \_\_\_\_\_ Date \_\_\_\_\_

By: \_\_\_\_\_ Date \_\_\_\_\_

By: \_\_\_\_\_ Date \_\_\_\_\_