

CVC COMMERCIAL VENTURE CAPITAL

* Capital Management * Project Development * Financial Analyst

Project Facilitation Fee & Retention Agreement (Non-exclusive)

The terms and fees for retaining, Homer A. Carvan Jr. (XAN) DBA Commercial Venture Capital, hereinafter referred to as ("CVC") by and for _____, hereinafter referred to as ("Client") [which includes any of its affiliates, successors, assigns or entities related to or owned by the principal owners of "Client"] to assist "Client" in the project development, coordinating project facilitation, evaluation, assessment, financing and/or raising: debt, subordinated debt, leases, equity capital, financial benefit, or building business relationships for "Client" for this subject project are as follows:

- 1. Financing & Business Services.** CVC shall assist Client as its *non-exclusive* project facilitator/analyst in connection with coordinating project facilitation, project development, evaluation, assessment, and/or capital funding. CVC shall assist Client management, review alternative available financing options, develop financial plans, prepare an information package and introduce Client to various funding sources and other sources in order to assist Client in the project facilitation and/or to obtain desired funding. CVC may perform the services described above and those on the attached Appendix A, incorporated herein by reference, within the time period of this contract. CVC agrees to assist Client in its efforts to structure and obtain the requested financing and/or project facilitation. However, CVC makes no representations, expressed or implied that it will succeed in its efforts to secure the requested financing and/or project facilitation. CVC will use its best efforts to obtain the financing and/or project facilitation; however, this Agreement does not constitute a commitment or undertaking on the part of CVC or any of its affiliates to provide any part of the financing and does not ensure the successful arrangement or completion of the financing or any part thereof. If Client requests that CVC perform additional projects or assignments, appropriate fees and compensation for such additional projects or assignments will be established by mutual agreement between CVC and Client.
- 2. Disclosure.** Client shall furnish CVC with such information, as CVC believes necessary to the performance of its services. The information supplied by Client shall be materially complete and correct and will not contain any untrue statement of a material fact. Client shall disclose all material facts necessary in order to make the information not misleading or which may be required or relevant to the performance of CVC duties. CVC will be relying on such information and other financial information available from generally recognized public sources in performing the services contemplated without having independently verified these data; therefore, CVC does not assume the responsibility of its accuracy or completeness. Client recognizes and confirms that CVC will not make an appraisal of any of the assets of Client or of any proposed acquisition or divestiture by Client. Client authorizes each funding source to provide CVC with information on additional loans or funds obtained by Client from the financing source for a period that Client is obligated to pay CVC any fees under this Agreement in order for CVC to monitor the financing relationship and fees due it after closing.
- 3. Confidentiality.** The information provided will be kept confidential by CVC, except for such information as has been made public, which Client agrees may be disclosed or which Client is required by law to disclose. Client does authorize CVC to disclose the successful funding of the project in the form of advertising and business promotions for CVC in the event funding is obtained. Such advertising or business promotions relating to the successful funding shall be limited to the Project: Name, Amount of Funding, Industry Application, Date, and Location.
- 4. Fees and Payment.** Client agrees to pay CVC fees and expenses as set forth on Appendix A. The fees and expense reimbursements will be paid as stated below and/or at the closing of each funding submission process. Client authorizes each financial institution, person or entity providing funds that is introduced to it by CVC to pay CVC fees and expenses at the closing with such fees and expenses to be listed in the disbursement/closing statement. In addition, if the funding is closed in named entities other than Client, for any reason, CVC will be paid as if Client was the recipient of the financing. Client grants CVC the right to record a lien with the register of fees or other appropriate recording authority in support of fee due CVC against the assets/properties involved in the financing. If any fees due CVC are not paid at closing, for any reason, Client will pay CVC interest on the amount due for the date of closing until all amounts due CVC are paid in full at Wall Street Prime rate + 3% with a maximum of 6%. In addition to the foregoing client acknowledges and agrees that CVC shall be entitled to the compensation referenced on Exhibit A in the event new capital is procured, whether in the form of debt or equity, that is the direct or indirect result of actions taken by CVC.
- 5. Negotiations/Communications.** CVC agrees to include Client in negotiating sessions with funding sources pertaining to this Financing in order that coordination of efforts, proper communication and effective results can be achieved on a timely basis. CVC will provide Client with periodic updates of the status of the financing from funding sources contacted by CVC. Client agrees to extend the same to CVC and include CVC on all communication and correspondence, to include, but not limited to; e-mail, telephone, written, etc.
- 6. Term and Termination.** CVC and Client agree that the initial term of the Agreement shall be for 12 months, and shall automatically be renewed on a monthly basis unless notice of termination is given. Either party may terminate the Agreement after the initial term upon thirty (30) days prior written notice. Notice shall be deemed to have been given at the time of actual delivery thereof to the receiving party or if sent by certified or registered mail, postage prepaid, on the third day after the date of mailing. If the Agreement is terminated by Client and financing is committed to or obtained within two years after termination through a funding source that was identified through the efforts of CVC during the contract period, a financing fee will be due CVC at the closing of the financing or earlier, if so provided on Appendix A. A list of identified financial funding sources obtained by CVC will be provided to Client by CVC at the time of termination of this contract.

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7. **Indemnification.** Client agrees to indemnify and hold CVC, its directors, shareholders, officers, employees, agents, finders, subsidiaries, affiliates, controlling persons, successors and assigns (each being an "indemnified Party") harmless from and against any and all losses, claims, damages, costs, expenses liability and cost incurred in the settlement of threatened or pending litigation, including all attorneys fees and other expenses incurred by an Indemnified Party in connection with the preparation for, or defense of any claim, action or proceeding, whether or not resulting in any liability, which may be incurred or suffered by such Indemnified Party related to the performance of duties and services hereunder provided, however, CVC will not be responsible for any claims, liabilities, losses, damages or expenses which have been finally judicially determined to have resulted primarily from the gross negligence of willful misconduct on the part of Client.
8. **Amendments.** CVC and Client agree that the Agreement may be amended from time to time and the parties hereof may waive any provision hereto. No such amendment or waiver of any provision of the Agreement, with consent to any departure by either CVC or Client should in any event be effective unless the same shall be in writing and signed by CVC and Client and then such amendment, waiver or consent should be effective only in the specific instance and for the specific purpose for which given.
9. **Notices.** All notices and other communications under the Agreement should be in writing and should be delivered or sent to CVC and to Client at the addresses in the Agreement or to such other address as may be designated by CVC or Client by notice to the other party.
10. **Binding Nature and Assignment.** This Agreement shall be binding on CVC and Client and their respective successors and assigns, but neither CVC nor Client may, or shall have the power to assign this Agreement without prior written consent of the other, which consent shall not be unreasonably withheld.
11. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama, without reference to conflict of law rules or principles.
12. **Arbitration.** In the event that a disagreement or misunderstanding shall arise as to any amounts to be paid or other aspects of this Agreement, the parties shall meet to discuss such issues, but failing a resolution between the parties, the issue shall be resolved by arbitration using Commercial Rules of the American Arbitration Association. The determination of arbitrators may be entered as final and binding judgment in a court of competent jurisdiction.
13. **Entire Agreement & Partial Invalidity.** This Agreement constitutes the entire Agreement and understanding between CVC and Client and supersedes, cancels and merges all Agreements, negotiation, commitments, writing and discussions between the parties as to the subject matter hereof. This Agreement may not be modified except in writing signed by both CVC and Client. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable in any manner, the remaining provisions of this Agreement shall, nonetheless, continue in full force and effect without being impaired or invalidated in any way. In Addition, if any provision of this Agreement may be modified by a court of competent jurisdiction such that it may be enforced, and then said provision shall be so modified and as modified shall be fully enforced.
14. **Fees: Minimum.** Client agrees to pay CVC the Minimum fee shown on Appendix A for the following: (1) CVC obtains a commitment for funds that is acceptable to "CVC" and "Client" or which is later approved by "Client"; (2) "Client" uses a commitment, application or non-binding term sheet for the financing from any other source using the information, date or concepts developed by CVC. Fee amount(s) are to be disbursed from the proceeds of the closing of financing or out of pocket for the client if not paid on the loan closing statement at the time of the closing of finance.
15. **Non-Lawyer Disclosure:** It is fully disclosed that CVC is acting as a Non-Lawyer and CVC has not represented in any way otherwise and herein fully does disclose that our firm is not a law firm and none of our representatives or associates of our firm claim to be an attorney. As a non-lawyer, CVC assist Client in performing the following in connection with a transaction and is not practicing law: fact finding, information and documentation gathering and transmittal of the information and documentation to the Client's potential Lender(s)/Investor(s) to facilitate the approval of the transaction. CVC does not assist in evaluating and/or giving an opinion as to the legal significance of any document, including but not limited to, documents submitted by the Client to the Lender(s)/Investor(s) or documents from the Lender(s)/Investor(s) relating to the terms of the transaction approval or deficiency; providing advice regarding the legal ramifications or any other legal recourse.
16. **Other Disclosure:** It is fully disclosed that CVC is not a Certified Public Accountant (CPA) and is not a Licensed Real Estate Agent. For professional services that require a license, CVC recommends that Client engage the services of a licensed professional of choice.

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SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the date first set forth above.

Homer A. Carvan, Jr. DBA Commercial Venture Capital ("CVC"):

By: _____

Office: _____

Date: _____

If to Contact Homer A. Carvan, Jr. dba Commercial Venture Capital ("CVC"):

Homer A. Carvan, Jr.
Dba Commercial Venture Capital
5975 Easy Street, 5-C
Gulf Shores, AL 36542

Telephone: (251) 609-2634
Facsimile: (251) 948-8030
Email: cvcmoney@hotmail.com
Email: cvcmoney@gmail.com

Client and/or Authorized Representative(s) for Client:

By: _____

Office: _____

Date: _____

By: _____

Office: _____

Date: _____

If to Contact Client: _____

Name of Client

Telephone

Company Name

Facsimile

Street Address

Email

City

State

Zip

Email

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Commercial Venture Capital does charge an initial application and packaging fee of \$250 due upon submission. Please include your check in the amount of \$250 with this Agreement payable to Homer Carvan dba CVC.

PROJECT: _____

CLIENT: _____

FEE SCHEDULE - APPENDIX A

Description of Services:

Advise and assist Client in: project facilitation/analysis; project development; coordinating project finance and other strategies; developing a financing proposal; preparing an information package; introduction to and assisting in the negotiations with financial request or any and all other Business Development request.

1. **Success Fee for Project Facilitation:**

<u>Financing Fee Range Amounts:</u>	<u>Percent & Description/Type of Finance</u>
A. Capital Financing through Debt	2.0% of the loan amount
B. Capital Financing through Debt with up line Co-Broker	4.0% of the loan amount
C. Financing through Sale or Purchase	6.0% of the purchase price
D. Equity Financing;	8.0% of capital invested
E. Claim or Settlement including Mediation	10.0% of settlement amount
F. Management/Consulting Agreement Placement With A Third Party	\$5,000 flat fee per site location
G. Intermediary or Facilitator of All Other Transactions	10% of any benefit to Client

2. **NOTE:** Added value for CVC to equal not less than 2% and/or up to 10% of the EQUITY, REVENUE, PROFITS OR RESIDUAL FINANCIAL BENEFIT paid to the Client or Third Party as ownership or residual income with no "cash calls". This position to be secured after underwriting to be presented approved and accepted by Client and upon acceptance of the Lender(s)/Investor(s) correspondence.

3. **Expenses:** All expenses "if any" incurred by CVC relative to its assignments for Client are to be **pre-approved by the client** and reimbursed monthly. All Expenses not paid during the engagement will be paid at closing as authorized above.

4. **Minimum Fee:** \$5,000