



**COMPENSATION ACKNOWLEDGEMENT**

THIS COMPENSATION ACKNOWLEDGEMENT (this *Acknowledgement*) is entered into and effective as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between CM CAPITAL SERVICES, LLC, a Nevada limited liability company (*CM*) and \_\_\_\_\_, a/an \_\_\_\_\_, (*Broker*), collectively, the *Parties*, and each individually a *Party*.

**Witnesseth:**

WHEREAS, CM is in the business of originating, underwriting, funding and servicing short-term loans secured by real estate to commercial borrowers and developers through the offering of Trust Deed investments to private investors.

WHEREAS, Broker is a fully licensed and registered mortgage broker, real estate agent or such qualified other in the business of referring such commercial borrowers and developers to companies similar to that of CM.

WHEREAS, CM does desire to receive such referrals from Broker for use by CM, and Broker does desires to deliver such referrals to CM.

NOW, THEREFORE, in consideration of the covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do agree as follows:

**Agreements:**

- I. CM does hereby acknowledge and affirm that CM does agree to compensate Broker for the above referenced services and duties performed by Broker with respect to the subject property as more fully described in Schedule A attached hereto at the heretofore agreed upon rate of compensation of \_\_\_\_\_.
- II. Broker does hereby acknowledge and affirm that Broker does agree to perform the above referenced services and duties for CM with respect to the subject property and at the heretofore agreed upon rate of compensation as specified above.
- III. Broker does further acknowledge and affirm that the sole compensation that Broker shall receive with respect to any services or duties performed or in any way associated with the subject property shall be that from CM. Broker shall not negotiate or enter



into any compensation or payment arrangements with any parties other than or outside of CM with respect to the subject property.

- IV. CM and Broker do hereby acknowledge and affirm that CM shall be under no obligation whatsoever to compensate Broker as agreed upon and specified herein above until such time as the terms of such certain referred deal lead and/or client of Broker has received approval from CM and any required affiliates thereof and the specified terms thereto have been finally agreed upon and accepted by all parties involved therewith..
- V. The Parties do hereby acknowledge and affirm that any violation, infringement, breach or attempted violation, infringement or breach of this Acknowledgement shall result in the immediate nullification of same.
- VI. The arrangement provided for in this Agreement shall be nonexclusive. The Parties do agree and acknowledge that both Parties may continue to conduct business, related or not, with other persons, companies or any other such entities without such business resulting in any violation to this Agreement.
- VII. All notices necessary to be given hereunder shall be provided in writing and delivered personally, by facsimile (with receipt confirmed by telephone), by a nationally recognized overnight courier service with package tracking capability, or by United States mail, postage prepaid and registered or certified with return receipt requested, to the respective address or facsimile number set forth on the signature page of this Agreement, which addresses and facsimile numbers may be revised by notice.
- VIII. No consent or waiver, express or implied, to or of any breach or default in the performance of any covenant or representation or warranty contained in this Agreement shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other covenant or representation or warranty hereunder.
- IX. If any action or proceeding is brought to enforce or interpret any provision of this Agreement, the prevailing Party in such action or proceeding shall be entitled to reasonable attorney's fees, including costs allocable to in-house attorneys, in addition to any other relief to which such prevailing Party may be entitled.
- X. This Agreement supersedes any and all other agreements, either oral or in writing, between the Parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding. Each Party does acknowledge that no representations, inducements, premises or agreements, oral or written, have been made by any Party, or anyone acting on behalf of any Party, which are not embodied in this Agreement. This Agreement shall not be amended except in writing signed by CM and Broker.
- XI. This Agreement is made for the sole benefit of the Parties. Except as may be otherwise expressly provided in this Agreement, nothing herein shall create, or be deemed to



create a relationship between the Parties, or either of them, and any third party in the nature of a third party beneficiary, equitable Hen or fiduciary relationship.

- XII. This Agreement is not assignable by either Party.
- XIII. The terms and provisions of this Agreement, as well as the rights and duties of the Parties hereunder, shall be governed by the laws of the State of Nevada, without giving effect to the choice of law principles there under.
- XIV. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have duly executed and delivered, or caused their duly authorized representatives to duly execute and deliver, this Agreement as of the date first set forth above.

**CM:**

CM CAPITAL SERVICES, LLC,  
a Nevada limited liability company

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

1291 Galleria Drive – Suite 220  
Henderson, NV 89014

Phone: (702) 739-9090

Facsimile: (702) 739-7735

**BROKER:**

\_\_\_\_\_

a/an \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_

Facsimile: (\_\_\_\_) \_\_\_\_\_