

REFERRAL FEE AGREEMENT

This Referral Fee Agreement (hereinafter the "Agreement") is made on [Insert Date] (the "Effective Date"), by and between Mid-America Commercial Lending of 1218 Tara Lan, St. Charles, Mo. 63304 (hereinafter referred to as "Seller") and [Insert Referrer Name] of [Insert Referrer Address] (hereinafter referred to as "Referrer").

WHEREAS, Seller desires to sell certain services; Commercial Loans and Lending Services.

WHEREAS, Referrer has contacts within the Commercial Lending industry and desires to act as an intermediary finder of buyers for Seller's services;

NOW, THEREFORE, in consideration of the premise and the mutual promises and covenants contained herein, the parties agree as follows:

I. LEGAL COMPLIANCE.

As required by the Commercial Lending industry, Referrer shall comply with all applicable laws and has obtained the necessary licenses.

II. TERM AND TERMINATION.

The term of this Agreement shall commence on the Effective Date and shall continue in full force and effect for a period of [Insert Number] days from the date of this Agreement (the "Term") unless earlier terminated by either party upon at least 10 days' prior written notice.

III. EXCLUSIVITY.

For the term of this Agreement, Referrer shall have the exclusive right to introduce prospective buyers to the Seller who are not already known to the Seller.

IV. FEES AND PAYMENT.

The following must take place in order for the Referrer to be paid. If these conditions are not met, Referrer will receive no payment.

A payable referral is constituted by the following terms. To get paid for a referral for Commercial Business, Real Estate Loans, SBA Loans 7a or 504, Business Working Capital Loans, Unsecured Business Loans, Accounts Receivables, Purchase Order Financing, Purchase Order Financing, Equipment Leasing, Equipment Purchases, Sales Leaseback Loans, Fix & Flip Loans, Credit Cards, Merchant Cash Advances, Lines of Credit, Bridge Loans, Business Acquisitions, and Debt Restructuring, all the above services must go through the entire approval process and proceeds of the approval are funded completely. Once the service is funded the Referrer shall be paid 10% of the net proceeds paid to Seller. If loan is declined, or the Company seeking a loan, backs out of the loan, or refuses to fund the loan or service, referrer will receive no payment.

The Referrer's fee shall be calculated as 10% of the net value (the net proceeds of the funding) of the services sold by Seller as a direct result of an introduction under article IV of the FEES AND PAYMENT clause in this agreement. The net value shall exclude value-added tax, postage, and packaging, insurance, refunds, and payments not honored by a financial institution.

Upon determination of referrer fees due, the Referrer shall issue an invoice to the Seller and payment shall be due net thirty (30) days from the date of the invoice.

Acceptable forms of payment include the following:

All payments to the Referrer shall be as an ACH payment unless otherwise agreed upon as an alternate form of payment is requested. Referrer is responsible for all taxes on the funds they receive.

V. NON-CIRCUMVENTION.

During the term of this Agreement and for 60 months thereafter, the Seller will not attempt to do business with, or otherwise solicit any buyers found or otherwise referred by Referrer to the Seller for the purpose of circumventing, the result of which shall be to prevent the Referrer from realizing or recognizing a commission or Referrer's fee. If such circumvention shall occur the Referrer shall be entitled to any commissions due pursuant to this Agreement or Referrer's fee relating to such transaction.

VI. FINAL AGREEMENT.

This Agreement represents the entire agreement with respect to the subject matter hereof and terminates and supersedes all prior understandings or agreements with respect to such matters. This Agreement may be amended only in writing signed by both parties.

VIII. GOVERNING LAW.

This Agreement shall be governed by the laws of the state of Missouri, without giving effect to principles of conflicts of law.

IX. SIGNATORIES.

This Agreement shall be executed on behalf of the Seller by Mid-America Commercial Lending and on behalf of the Referrer by **[Insert Referrer Name]**. The Agreement shall be effective as of the Effective Date first written above.

SELLER:

Mid-America Commercial Lending_____

By: __Ray Hair_____ Date: _____

REFERRER:

By: _____ Date: _____

[Insert Name of Referrer]