

CORRESPONDENT LENDING AGREEMENT

THIS CORRESPONDENT LENDING AGREEMENT (the “Agreement”) is entered into on July 12, 2023, between **Commercial Lender LLC**, a Delaware limited liability company having a principal place of business at 75 Gerber Road East, Ste. 102, South Windsor, CT 06074 (hereinafter, “Commercial Lender”) and Capital Financial Global, Inc. a Delaware Corporation, having a principal place of business at 1042 Fort Union Blvd, #521, Midvale, UT 84047 (hereinafter, “Correspondent”).

WHEREAS, Commercial Lender is a direct private lender engaged, among other things, in the business of originating and servicing commercial loans; and

WHEREAS, Correspondent is engaged in the business of referring and processing commercial loans (the “Loan” or “Loans”); and

WHEREAS, Correspondent has requested that Commercial Lender and Correspondent (collectively, the “Parties”) establish a non-exclusive relationship between, and for the benefit of, the Parties, whereby Correspondent, from time to time, may submit and sell to Commercial Lender, certain Mortgage Loan applications and underwriting and due diligence material for Loans; and

WHEREAS, Commercial Lender may elect to fund those Loans, as whole loans, in return for compensation paid by Commercial Lender to Correspondent in the event a Mortgage Loan referred by the Correspondent closes and funds with and in the name of Commercial Lender.

AGREEMENT

NOW, THEREFORE, in consideration of the promises, covenants and agreements hereinafter contained, the parties agree as follows:

Article I – Definitions

For purposes of this Agreement, the following capitalized terms shall have the respective meanings set forth below.

Applicable Law: All applicable federal, state or local statutes, laws, ordinances, rules and regulations and any other applicable requirements and guidance of any government or agency or instrumentality thereof, as such may be amended, modified or supplemented from time to time, and applicable judicial and administrative judgments, orders, stipulations, awards, writs, and injunctions.

Applicant: A prospective Borrower who is desirous of obtaining a Mortgage Loan.

Application: A document provided by Commercial Lender to Correspondent to be completed and executed by an Applicant.

Approved Loan: A Mortgage Loan submitted by Correspondent that Commercial Lender has completed underwriting for, underwriting conditions have been met, and has been given a clear-to-close designation by Commercial Lender's appropriate department(s) for issuing such designations.

Borrower: The obligor on a Mortgage Note.

Closed, Closing, Closed. The end of a Mortgage Loan transaction in which Commercial Lender has verified that a title/escrow company or attorney handling the transaction has confirmed that funds have been disbursed to the appropriate parties.

Closed Loan. An Approved Loan that has actually Closed.

Closing Date: The date on which the Loan is funded to the Borrower.

Commercial Lender Loan Program: Each Mortgage Loan product offered at the then-current time for Correspondents to offer to Applicants.

Holdback: The amount of funds designated in the loan documents of the Approved Loan to be undisbursed to the Borrower at the time of origination, but to be later disbursed upon the meeting of certain conditions as described in the loan documents.

Maximum Principal Balance: The face value of the Mortgage Note representing the maximum amount that can be funded under the Approved Loan by Commercial Lender.

Minimum Interest: The minimum interest rate chargeable on a Mortgage Note payable to Commercial Lender.

Mortgage: With respect to any Loan, the mortgage, deed of trust or other instrument creating a first-priority lien on the Mortgaged Property securing the Mortgage Note.

Mortgagee: Commercial Lender or other beneficiary named in the Mortgage and the successors or assigns of such mortgagee or beneficiary.

Mortgage Loan: A loan evidenced by the Mortgage Note and secured by the Mortgaged Property, which is not necessarily, but may be an Approved Loan depending upon the context of its usage and surrounding circumstances herein.

Mortgage Note: The original executed Promissory Note evidencing the indebtedness of the Borrower under the related Loan.

Mortgaged Property: Individually or collectively, as the context may require, with respect to each Mortgage Loan, the Borrower's real property securing repayment of a related Mortgage Note, consisting of fee simple interests in one or more parcels of real property improved by and/or to be improved by residential dwellings and/or mixed-use buildings.

Mortgagor: The owner of the Mortgaged Property and the grantor of the Mortgage instruments and such grantor's or mortgagor's successors in title to the Mortgaged Property.

Permitted Encumbrances: Are (i) liens for real estate taxes and special assessments not yet due and payable, (ii) covenants, conditions and restrictions, rights of way, easements and other matters of the public record as of the date of recording which are acceptable to mortgage lending institutions generally, and (iii) such other matters to which like properties are commonly subject to that do not individually or in aggregate materially interfere with the benefits of the security intended to be provided by the Mortgage or the use or value of the related Mortgaged Property.

Third Party: Any person or entity other than Commercial Lender and/or Correspondent.

Unpaid Principal Balance: The then-current amount of funds owed to Commercial Lender, its successors or assigns, not including unpaid interest or other fees.

Article II – Correspondent Responsibilities

Correspondent agrees to and shall perform all of the following duties and functions, in addition to the other promises, representations and covenants contained herein, diligently and truthfully and at Correspondent's sole expense:

- a. Join and operate an account through www.bridgeloannetwork.com ("BLN") to complete all responsibilities, duties, and functions described herein by providing a fully executed Correspondent Agreement contemporaneously with the execution of this Agreement;
- b. Maintain open and diligent lines of communication with Applicants and with Commercial Lender Loan Officer assigned to the Correspondent (the "Loan Officer");
- c. From time to time as and when determined by Correspondent on a non-exclusive basis, submit to Commercial Lender Applications from Applicants generally eligible to obtain a Mortgage Loan under a Commercial Lender Loan Program using such forms provided under and in accordance with the applicable Commercial Lender Loan Program. Correspondent shall complete Applications in its own name through its employees. Correspondent acknowledges that Commercial Lender reserves the right to alter, add, or delete loan programs and products from time to time, and Correspondent accepts responsibility for knowing which loan programs and products are offered by Commercial Lender at any given time. Correspondent shall be aware of the terms and conditions of Commercial Lender Loan Program and make best efforts to submit Applications that comply with the terms thereof;
- d. Provide to Commercial Lender credit and background check information for all Applicants and their respective authorization documents as required by Commercial Lender;
- e. Work diligently with the Loan Officer to negotiate final pricing and terms of the Mortgage Loan;
- f. Generate and send to Applicants a letter of interest or term sheet as needed and/or applicable;
- g. Submit to Commercial Lender all items and information required by Commercial Lender to evaluate the Application, including without limitation, all items listed in Commercial Lender's processing checklist annexed hereto as Schedule A (the "Processing Checklist");
- h. Only with prior authorization from and/or at the request of Commercial Lender, Correspondent shall order appraisals. Without such authorization and/or request, Commercial Lender shall order all appraisals;

- i. Submit to Commercial Lender an invoice for Compensation at least forty-eight (48 hours) prior to the day of closing (as defined herein below);
- j. Provide all disclosures required by law or prudent lending practices to prospective Borrowers within the time periods required by law or prudent lending practices and/or at the request of Commercial Lender;
- k. Work with Applicants to fulfill the underwriting or clear-to-close conditions related to each Mortgage Loan for which Commercial Lender has granted underwriting approval in a timely manner;
- l. At the appropriate time and/or at the request of Commercial Lender, send commitment letters to Applicants in the name of the Correspondent;
- m. If a commitment letter has been issued and Commercial Lender has decided to purchase and take assignment of the Application and the Mortgage Loan, and Correspondent agrees to sell and to assign the Application and the Mortgage Loan, then Correspondent shall sign an assignment and assumption of commitment letter agreement provided by Commercial Lender, its counsel, Elite Commercial Closings ("Elite") or another designee;
- n. Aid in scheduling the closing of Approved Loans with Applicants, Commercial Lender, Elite, and various third parties conducting or hosting the closing;
- o. Perform such other services as Commercial Lender shall reasonably require to close the Mortgage Loan to an Applicant; and
- p. Comply with all Applicable Law.

Article III – Duties of Commercial Lender

- a. **Underwriting of Eligible Applications.** Commercial Lender shall be responsible for reviewing underwriting Applications provided by Correspondent. Commercial Lender shall have no obligation to approve an Application which, in its sole discretion, does not meet Commercial Lender's underwriting requirements. In making its determination, Commercial Lender expressly disclaims any inference Correspondent may draw as to the general quality or acceptability of an Application. Commercial Lender retains sole and absolute discretion to reject any Application which does not comply with the terms and conditions of this Agreement or its underwriting standards, or for any reason whatsoever (except as prohibited by law), and to set the terms and conditions of any underwriting approval of the proposed Mortgage Loan described in an Application. Commercial Lender shall notify Correspondent in writing of Commercial Lender's disposition of an Application.
- b. **Closing of Loans.** Approved Loans will close in the name of Commercial Lender. In the absence of any changes occurring or arising after Commercial Lender's approval, Correspondent, or its agents, shall promptly proceed to the closing of the Approved Loan in accordance with the terms and conditions of Commercial Lender's approval and shall follow closing instructions provided by Commercial Lender's legal counsel or Elite – who shall prepare the closing package for the

closing of each Approved Loan in Commercial Lender's name and with Commercial Lender's funds. All legal services to be rendered on behalf of Commercial Lender in connection with closing Loans will be performed by an attorney acceptable to Commercial Lender and Commercial Lender's legal counsel. No Mortgage Loan can be closed without a "clear to close" from Commercial Lender and its counsel. Commercial Lender shall be responsible for customer service and support with respect to requests for such Approved Loans after such Mortgage Loan has closed. Commercial Lender may re-verify appraisals, credit reports, and other information as it may determine necessary in order to assure itself of the correctness of information in each Mortgage Loan file.

Article IV – Compensation

- a. **General Compensation.** The Correspondent's Compensation for the sale and assignment of a Mortgage Loan depends upon whether the Mortgage Loan transaction, as an Approved Loan, actually Closes. The baseline of compensation and consideration for the sale and assignment of a Mortgage Loan are the mutual promises herein as well as the risk and potential that a Mortgage Loan transaction may or may not Close and the resulting additional compensation that would be earned should a Closing occur. At any time prior to a Closing for a particular Mortgage Loan/Approved Loan, Commercial Lender may offer a re-assignment of such Mortgage Loan back to Correspondent in its sole discretion.
- b. **Additional Compensation.** In the event a Mortgage Loan transaction Closes, the Compensation shall be paid to Correspondent based upon a provided invoice. Each invoice shall be reviewed by Commercial Lender prior to a related Closing and shall not be eligible for payment until it is approved by Commercial Lender. Correspondent and Commercial Lender shall negotiate the Compensation for each Mortgage Loan/Approved Loan on a loan-by-loan basis. From time to time, the Correspondent may be provided with physical or electronic materials which describe pricing of Commercial Lender Loan Programs. The Correspondent specifically understands, acknowledges, and agrees that the pricing identified in such materials are a guide only and do not constitute a commitment by Commercial Lender for any particular Mortgage Loan/Approved Loan and further understands, acknowledge and agrees that such materials shall be treated as confidential in nature.
- c. **Method of Payment, Set-Off.** Compensation in the form of Origination Fees to Correspondent shall be paid by Commercial Lender after Commercial Lender has confirmed that the Approved Loan has been Closed and funded by the applicable closing attorney/title company/escrow company. Such confirmation shall be in such a manner as Commercial Lender deems sufficient in its sole and absolute discretion. In the event the remaining Origination Fees are paid to Correspondent and Commercial Lender discovers that the Approved Loan did not in fact Close or fund, the Correspondent shall return its portion of the Origination Fees within two (2) business days of being notified by Commercial Lender.

Compensation in the form of shared interest payments shall be payable to Correspondent approximately one (1) month following the date that principal and interest payments are received by Commercial Lender, its successors or assigns, from borrower in accordance with the terms set forth in Borrower's Commercial Promissory note. Shared monthly interest is at the sole discretion of Commercial Lender and the Correspondent Lender must remain in good status, may not have a high delinquency rate, or be suspected of fraud. In the event that the borrower fails to make its scheduled principal and interest payments and/or is otherwise in default after the exhaustion of Commercial Lender's or its assign's remedies on a Closed Loan,

then Commercial Lender may elect to suspend shared interest payments on any and/or all of

Correspondent's Closed Loans and/or may elect to set-off payments owed to Correspondent on other Closed Loans to cover any losses incurred by Commercial Lender, its affiliates or its assigns. In the event such defaulted Closed Loan is reinstated, or default is cured, Commercial Lender shall credit the account of the Correspondent to the extent of the cure.

The parties hereby agree that the compensation in the form of Origination Fees and shared interest payments shall be paid via electronic direct deposit, to Correspondent's designated bank account. Correspondent shall provide Commercial Lender LLC with a fully executed RCN Capital Correspondent Lender Direct Deposit Request Form concurrently with the execution of this Amendment.

- d. Limitations on Correspondent's Negotiated Rates and Fees.** The following limitations apply to all pricing, rates, fees, and Compensation with respect to the Commercial Lender Loan Programs, unless specifically waived in writing:

Correspondent may charge an interest rate to a Borrower at any rate above the Minimum Interest due to Commercial Lender, provided that any interest charged to a Borrower greater than Two Percent (2.00%) over the Minimum Interest shall be evenly split between Correspondent and Commercial Lender.

A Borrower shall not, in any circumstance, be charged Origination Fees that exceed Five Percent (5.00%) of the Maximum Principal Balance of the Approved Loan. Origination Fees shall be inclusive of all fees, including without limitation, processing fees, and charges the Correspondent, Commercial Lender, or any other party may collect for its own account from a Borrower at or after closing on the same Approved Loan, but not including any charges that may occur for any post-closing activities such as draws upon a Holdback, modifications of the Approved Loan, or any other activity related to loan servicing. No Approved Loan shall have the Minimum Origination Fee be charged at less than One Thousand Two Hundred Fifty Dollars and No Cents (\$1,250.00). As used herein, the term "Origination Fees" do not include legal fees, title insurance or search fees, fees paid to a closing company, or termination fees, prepayment penalties, extension fees, modification fees, or any other amounts paid after the closing of the Approved Loan.

Interest payments from the Borrower are calculated based upon the then-current Unpaid Principal Balance of the Closed Loan, unless otherwise permitted to be on the maximum Unpaid Principal Balance. The interest paid to Correspondent shall not include any Default Interest as defined in the Mortgage Note of the Closed Loan, nor any other fees, charges, or increased interest that may be charged on any modification of any Closed Loan.

Article V – Miscellaneous Duties

- a. Compliance with Appraisal Laws and Regulations.** All appraisals and appraisal forms shall comply with (1) all state and federal appraisal criteria, and (2) standards and requirements applicable to Commercial Lender, and (3) the appraisal rules and regulations contained or incorporated in and adopted pursuant to the federal Financial Institutions Reform, Recovery, and Enforcement Act ("FIRREA"). All appraisers shall meet all state and federal certification, licensing and other criteria, standards and requirements applicable for appraisers providing appraisals to Commercial Lender, including but not limited to those contained or incorporated

in or otherwise required by FIRREA or the rules and regulations adopted pursuant to FIRREA. Commercial Lender reserves the right to review and approve all appraisal forms and reserves the right to require that its forms be used.

- b. Privacy of Nonpublic Personal Information.** All capitalized terms used in this section and not otherwise defined shall have the meaning set forth in the federal "Privacy of Consumer Financial Information" regulation, as amended from time to time (the "Privacy Regulation"), issued pursuant to Section 504 of the Gramm-Leach-Bliley Act (15 U.S.C.6801 et seq.). Both parties acknowledge that the Privacy Regulation governs disclosures of nonpublic personal information about consumers. Both parties hereby represent and warrant as follows with respect to any nonpublic personal information released to it by the other party: (i) the receiving party controls access to the network on which any such nonpublic personal information is stored, through the compliance with and utilization of its information security measures which restrict access; and (ii) the receiving party shall comply with its respective information security measures.

Both parties hereby agree that they shall: (i) comply with the terms and provisions of the Privacy Regulation, including, without limitation, the provisions regarding the sharing of nonpublic personal information; (ii) not disclose or use any nonpublic personal information that it obtains from the other party except to carry out the purpose for which such nonpublic personal information was provided, or as otherwise permitted by the Privacy Regulation and other Applicable Laws; (iii) comply with its respective information security standards; (iv) not make any changes to its security measures that would increase the risk of an unauthorized access.

At any time, upon the other party's request, either party shall return all nonpublic personal information provided by the other party in such party's possession except to the extent retention is legally required. Both parties agree that money damages would not be a sufficient remedy for any breach of this section and that the non-breaching party shall be entitled to seek injunctive or other equitable relief to remedy or prevent any breach or threatening breach of this section. Such remedy shall not be the exclusive remedy for any breach of this section, but shall be in addition to all other rights and remedies available at law or in equity.

Article VI – Correspondent's Covenants, Representations, and Warranties

As further inducement to Commercial Lender to enter into this Agreement and to perform its obligations hereunder, Correspondent covenants, represents, and warrants to Commercial Lender that:

- a. Compliance with Guidelines.** All Applications and documentation submitted to Commercial Lender and the activities of Correspondent with respect to such Application and Approved Loan will comply with Commercial Lender's lending guidelines, standards, and policies in existence as of such dates. To the best of its knowledge, with a duty of reasonable investigation, all documentation submitted by Correspondent in connection with such Application and Approved Loan will be true and correct in all material respects and Correspondent will not fail to disclose any facts which could be material or which would make such documentation or Application misleading.
- b. No Prior Payments or Interest.** Unless disclosed to Commercial Lender in writing before the approval by Commercial Lender of a Loan, Correspondent shall not request and/or receive any direct or indirect payment or reimbursement from any person other than the Applicant with respect to an Approved Loan, including, but not limited to, any payment involving escrow,

appraisal or sale. Furthermore, unless fully disclosed to Commercial Lender prior to the approval of a Loan, Correspondent (and/or Correspondent's agents, employees, officers and directors) shall have no direct or indirect ownership in any property intended as security for any Loan.

- c. **No False or Misleading Information.** Correspondent shall not submit to Commercial Lender any Application or other documentation that, to the best of its knowledge and after reasonable investigation, contains false or misleading information. Correspondent shall disclose any and all material facts, once they become known which are contrary to the information submitted in any Application and/or which would impact Commercial Lender's review and/or approval of the Application.

Correspondent shall be responsible for any and all actions taken in the course of its performance of its obligations under this Agreement, whether performed by Correspondent, its employees, representatives or licensees. Correspondent acknowledges and understands that Commercial Lender disclaims any duty to investigate, verify, authenticate or confirm any information contained in any Application or mortgage file document submitted to it. The parties have agreed to the allocation of duties and responsibilities set forth herein and Commercial Lender shall at all times be entitled to rely on Correspondent's full, complete and faithful performance of its duties and responsibilities hereunder.

- d. **Correspondent's Compensation Disclosure Obligations.** The term "Correspondent" is used for the convenience of the parties. Commercial Lender does not intend to limit or imply the Correspondent's compensation disclosure obligations owed to Borrowers pursuant to Applicable Law, and Correspondent shall be solely responsible for determining all such legal disclosure obligations. Commercial Lender makes no representation to Correspondent regarding whether or not the substance of Correspondent's role under this Agreement is that of a correspondent, mortgage broker, or similar or other designation. Correspondent agrees to disclose, and shall solely be responsible for disclosing, to Borrowers any Compensation earned by Correspondent to the extent such disclosure is required by Applicable Law, regardless of Correspondent's designation under this Agreement. Correspondent agrees to indemnify and hold Commercial Lender harmless for any failure to disclose its Compensation to Borrowers to the extent required by applicable disclosure laws.
- e. **Compliance with Laws.** All of Correspondent's activities in connection with such Application and Approved Loan, including the taking and reviewing of such Application and closing of such Approved Loan must comply with all Applicable Laws. Correspondent will, if requested by Commercial Lender, produce proof to Commercial Lender's satisfaction of Correspondent's good standing as a licensee prior to submission of any Application, or in the alternative, proof of any exemption from any licensing law. Correspondent shall hold harmless and indemnify, protect and defend Commercial Lender from any and all claims against Commercial Lender arising in whole or in part from Correspondent's failure to comply in any manner with any applicable licensing laws or regulations, or laws requiring Correspondent to qualify to do business.
- f. **Factual Disclosure.** All material facts relating to such Application, the transaction described therein and the Approved Loan which are known or required to be known to Correspondent shall be disclosed in writing to Commercial Lender. Correspondent shall verify, after reasonable investigation, that the Application and all other documentation submitted by Correspondent in connection with such Application and Approved Loan are true and correct in all material respects and do not fail to disclose any facts which could be material and/or which could make such

documentation, the Application or information therein misleading. Correspondent shall, to the best of Correspondent's knowledge, after reasonable investigation, verify that the related Mortgaged Property has not been damaged by fire, flood, or other causes since the date of performance of the appraisal.

- g. **Corporate Status.** By entering into this agreement, Correspondent verifies that it is a corporation or other valid business organization, duly organized and validly existing in good standing in the jurisdiction of its formation, chartering or incorporation, and Correspondent and each of its directors, officers, agents, and employees have acquired and will, during the term of this Agreement, maintain all necessary licenses and qualifications to transact its business, if any. Correspondent has all necessary corporate authority and has taken all required corporate action to enter into this Agreement and to perform the transactions contemplated hereunder. Upon execution and delivery by Correspondent, this Agreement constitutes a legal, valid, and binding obligation of Correspondent, enforceable against Correspondent according to its terms. Correspondent verifies that the execution and delivery of this Agreement by Correspondent and the obligations which it will perform hereunder do not, and will not, violate any provision of any law, rule, regulation, order, writ, judgment, injunction, decree, determination, award or contract having applicability to Correspondent or the articles of incorporation or bylaws of Correspondent. Correspondent verifies there are no actions, suits, or proceedings pending or threatened against or affecting Correspondent or the properties of the Correspondent before any court or governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, which if determined adversely to Correspondent, would have a material adverse effect on the financial condition, properties, or operations of Correspondent or upon Correspondent's ability to perform its duties hereunder.
- h. **Non-Disclosure.** Correspondent agrees it will not use for its own benefit and/or that it will not disclose to any person or entity confidential information relating to Commercial Lender which it has acquired or which it may acquire during the term of this Agreement.
- i. **E&O Coverage.** Correspondent verifies that it has, in full force and effect, and shall continue to maintain an errors and omissions policy or policies or other applicable or appropriate insurance or bonding as Commercial Lender may reasonably require with a minimum coverage of One Million Dollars (\$1,000,000) for each occurrence and One Million Dollars (\$1,000,000) or more in the aggregate, covering all its activities hereunder, and shall provide to Commercial Lender, on an annual basis, or more frequently as required by Commercial Lender, satisfactory evidence thereof, i.e. a declarations page.
- j. **No Misrepresentation.** Correspondent shall not represent that Commercial Lender has approved or will approve any Mortgage Loan until Correspondent is so informed by Commercial Lender in writing.

Article VII – Covenants of Commercial Lender

With respect to any Application submitted by Correspondent to Commercial Lender, Commercial Lender and its affiliates, parents, and subsidiaries covenants not to solicit the Borrower in connection with such Application directly with the intention of avoiding compensation owed under this Agreement to the Correspondent, provided however, the Correspondent remains in an active status ("Active") under this Agreement with that particular Borrower. A Correspondent shall be first considered Active as of the date of this Agreement and shall remain Active with respect to all Borrowers associated with the Correspondent for twenty-four (24) months from the earlier of (i) the

date of this Agreement or (ii) from the date the Borrower first becomes associated with the Correspondent, subject to extension by renewal (the “Renewal”). Commercial Lender must close at least one (1) Approved Loan in their Active period with Correspondent and a particular Borrower for the Correspondent to have a Renewal with respect to that particular Borrower. The Renewal shall be for an additional twenty-four (24) months and take effect as of the date of the closing of the then most recent Approved Loan. For the avoidance of doubt, a Correspondent can be considered Active with respect to one borrower, but not Active with respect to another borrower.

The foregoing shall not be construed to preclude Commercial Lender from accepting an Application from any Borrower who had submitted an application through a different correspondent lender.

Nothing in this Agreement shall prohibit Commercial Lender, its affiliates, parents, and subsidiaries and their respective employees, officers, counsel, agents, successors, and assigns from accepting unsolicited contact that is initiated by a Borrower so long as the recipient of the contact has no reason to believe the Borrower or recipient is bound by any applicable agreement that would prohibit the contact.

Commercial Lender agrees to review all Applications submitted by Correspondent; however, approval shall be within Commercial Lender’s sole discretion. In the event that an Application is denied, Commercial Lender shall cause to be delivered to Correspondent a statement of credit denial and/or a statement of termination or change.

Article VIII – Representations and Warranties Regarding Individual Loans

Correspondent hereby makes each of the following representations and warranties to Commercial Lender with respect to each Mortgage Loan and its related Mortgaged Property as of the Closing Date and as of any other date set forth in the representations and warranties:

- a. **No Advance Funds.** Neither Correspondent nor any other originator, to Correspondent’s knowledge, from which Correspondent may have acquired the Mortgage Loan has advanced funds, or induced, solicited or knowingly received any advance of funds by a party other than the Mortgagor, directly or indirectly, for the payment of any amount required under the Loan;
- b. **No Bankruptcy.** Correspondent has no knowledge, nor has it received any notice that any Mortgagor, Borrower, or Guarantor in respect of the Mortgage Loan is presently a debtor in any state or federal bankruptcy or insolvency proceeding;
- c. **Compliance with Applicable Law.** Any and all requirements of any federal, state or local law including, without limitation, usury, truth-in-lending, real estate settlement procedures, consumer credit protection, equal credit opportunity or disclosure laws applicable to the Mortgage Loan have been complied with in all material respects by the Correspondent, and the consummation of the transactions contemplated hereby will not involve the violation by Correspondent of any such laws or regulations in any material respect;
- d. **Location and Type of Mortgaged Property.** Each Mortgaged Property is located in the United States and consists of a fee simple parcel or parcels of real property with as any one of the following: (i) a detached one-family dwelling, (ii) a detached two- to four-family dwelling, (iii) a one-family dwelling unit in a condominium project, (iv) a multi-family dwelling, (v) a one- family dwelling in a planned unit development, (vi) a mixed use structure that includes at least one residential dwelling unit, or (vii) a ground up construction project of any Residential Dwelling as

defined in (i)-(v) of this subsection or “tear down” and rebuild project of any Residential Dwelling as defined in (i)-(v) of this subsection, none of which is a mobile or manufactured home. No portion of any related Mortgaged Property is used for primary residential or personal or household purposes by the Borrower, Guarantor, or anyone immediately related to the Borrower or Guarantor, nor is currently occupied by any Mortgagor, Borrower, or Guarantor. Each Mortgaged Property (a) is located on or adjacent to a public road and has direct legal access to such road, or has access via an irrevocable easement or irrevocable right of way permitting ingress and egress to/from a public road, (b) is served by or has uninhibited access rights to public or private water and sewer (or well and septic) and electricity all of which are appropriate for the current use of such Mortgaged Property, and (c) constitutes one or more separate tax parcels which do not include any property which is not part of such Mortgaged Property or is subject to an endorsement under the related title insurance policy insuring such Mortgaged Property, or in certain cases, an application has been, or will be, made to the applicable governing authority for creation of separate tax lots, in which case the related Mortgage Loan requires the related Mortgagor to escrow an amount sufficient to pay taxes for the existing tax parcel of which such Mortgaged Property is a part until the separate tax lots are created. All roads necessary for the use of the Mortgaged Property for its current purpose have been completed, are physically open and are dedicated to public use;

- e. **First Lien, Priority.** Correspondent knows of no facts, nor should be aware of any facts that would prevent the Mortgage from being a valid, subsisting, enforceable and perfected first priority lien and first priority security interest on the real property included in each Mortgaged Property, including all buildings on each Mortgaged Property and all installations and mechanical, electrical, plumbing, heating and air conditioning systems located in or annexed to such buildings, and all additions, alterations and replacements made at any time with respect to the foregoing. Correspondent knows of no facts, nor should be aware of any facts that the Mortgaged property is subject to a mortgage, deed of trust, deed to secure debt or other security instrument creating a lien prior to the lien of the Mortgage;
- f. **No Fraud.** No fraud, error, omission, misrepresentation, negligence or similar occurrence with respect to a Mortgage Loan has taken place on the part of Correspondent that would render either the Mortgage Note, the Mortgage or any other related Mortgage Loan document unenforceable or impair the creditworthiness of the Mortgagor or the value of the underlying Mortgaged Property, in whole or in part. Correspondent has reviewed all the documents submitted by or on behalf of the Borrower and has made such inquiries as reasonably necessary to make and confirm the accuracy of the representations set forth herein;
- g. **No Mechanic’s Liens.** Except for Permitted Encumbrances, the Correspondent is not aware, nor should be aware that there are any mechanics’ or similar liens or claims which have been filed for work, labor or material affecting each Mortgaged Property which are or may be liens prior to, or equal or coordinate with, the lien of the Mortgage;
- h. **No Zoning Violations.** To the Correspondent’s knowledge, as of the date of origination: (a) all material improvements that were included for the purpose of determining the appraised value of the related Mortgaged Property at the time of the origination of such Mortgage Loan are within the boundaries of the related Mortgaged Property, except for encroachments that are insured against by the applicable Title Policy; (b) no material improvements on adjoining parcels encroach onto the related Mortgaged Property except for encroachments that are insured against by the applicable Title Policy; (c) no material improvements encroach upon any easements except for encroachments that are insured against by the applicable Title Policy; and (d) the improvements

located on or forming part of the Mortgaged Property are (or, upon substantial completion of the rehabilitation of the Mortgaged Property, will be) in material compliance with applicable zoning and building law, ordinance and regulation or constitute a legal non-conforming use or structure or, if any such improvement does not so comply and does not constitute a legal non-conforming use or structure, except to the extent that the proceeds of the Mortgage Loan are being used to correct such non-compliance or the Mortgage Loan is being made in connection with a project in which such non-compliance will be corrected (as reflected on the proposed scope of rehabilitation and budget), such non-compliance and failure does not materially and adversely affect the value of the related Mortgaged Property as determined by the appraisal performed in connection with the origination of such Loan);

- i. **Occupancy Authority.** To the Correspondent's knowledge, all inspections, licenses, and certificates required to be made or issued with respect to all occupied portions of each Mortgaged Property and, with respect to the use and occupancy of the same, including but not limited to certificates of occupancy and fire underwriting certificates, are, or will be, obtained from the appropriate authorities at the time required in the jurisdiction such Mortgaged Property resides prior to closing. Except to the extent that the proceeds of the Mortgage Loan are being used to correct such non-compliance or the Mortgage Loan is being made in connection with a project in which such non-compliance will be corrected (in each case, as reflected on the proposed scope of rehabilitation and budget), the Correspondent has not received notification from any Governmental Authority that each Mortgaged Property is in material non-compliance with such laws or regulations, is being used, operated or occupied unlawfully or has failed to have or obtain such inspection, licenses or certificates, as the case may be. Correspondent has not received notice of any violation or failure to conform with any such law, ordinance, regulation, standard, license or certificate. To the knowledge of the Correspondent and its affiliates, neither the Mortgagor, Borrower, nor the Guarantor(s) will occupy any Mortgaged Property. It is acknowledged and understood that the Mortgage Loan is not for primary consumer, family or household purposes and the Mortgage Loan is strictly for business purposes, as defined in the Truth in Lending Act and its implementing Regulation Z;
- j. **No Additional Collateral.** The Mortgage Note is not to be secured by any collateral except the lien of the corresponding Mortgage and the security interest of any applicable security agreement and chattel mortgage or other collateral specified in the related Mortgage Loan documents;
- k. **No Property Damage.** Except to the extent that the proceeds of the Mortgage Loan are used to repair structural damage (as reflected on the proposed scope of rehabilitation and budget), to the best of Correspondent's knowledge each related Mortgaged Property is free from material structural damage. Except to the extent that the proceeds of the Mortgage Loan are used to repair structural damage and would result in the cessation or rescission of a condemnation proceeding (as reflected on the proposed scope of rehabilitation and budget), to the best of Correspondent's knowledge there is no proceeding pending for the total or partial condemnation of such Mortgaged Property nor has such Mortgaged Property been deemed uninhabitable, unfit for use, or prohibited for use by a Governmental Authority;

1. **Servicemembers.** The Mortgagor, Borrower, and Guarantor has not notified Correspondent, and Correspondent has no knowledge, of any relief requested or allowed to the Mortgagor under the Servicemembers Civil Relief Act of 2003;

- m. **Appraisals in Compliance.** Each appraisal, if submitted by the Correspondent, is signed by an appraisal vendor approved by Commercial Lender who is either a Member of the Appraisal Institute (“MAI”) and/or has been licensed and certified to prepare appraisals in the state where each Mortgaged Property is located. Each residential evaluation has been signed by a vendor approved by Commercial Lender. Each approved appraisal vendor has represented in such appraisal or in a supplemental letter that the appraisal satisfies the requirements of the “Uniform Standards of Professional Appraisal Practice” as adopted by the Appraisal Standards Board of the Appraisal Foundation and has certified that such appraiser had no interest, direct or indirect, in each Mortgaged Property or the Mortgagor or in any Mortgage Loan made on the security thereof, and its compensation is not affected by the approval or disapproval of the Loan;

- n. **Receipt of Disclosures.** The Mortgagor, Borrower, and Guarantor has/have received all disclosure materials required by Applicable Law in connection with the origination of such Loan;

- o. **Genuine Documentation.** Such Mortgage Loan and all accompanying Mortgage Loan documents are complete and authentic, and all signatures thereon are genuine;

- p. **No Adverse Selection.** Such Mortgage Loan was not intentionally selected by Correspondent in a manner intended to adversely affect the interest of Commercial Lender. Correspondent used no selection procedures that identified such Mortgage Loan as being less desirable or valuable than other comparable Loans originated by Correspondent with the intent of selecting a Mortgage Loan more likely to result in a default;

- q. **Environmental Issues.** To the best of Correspondent’s knowledge, each Mortgaged Property is free from any and all toxic or hazardous substances in violation of any local, state or federal environmental law, and there exists no material violation of any local, state or federal environmental law, rule or regulation. To Correspondent’s knowledge, there is no pending action or proceeding directly involving any Mortgaged Property in which compliance with any environmental law, rule or regulation is alleged to have been violated;

- r. **Single Premium Credit Insurance.** No Mortgagor, Borrower, or Guarantor is offered or required to purchase single premium credit insurance in connection with the origination of the related Loan;

- s. **OFAC.** Correspondent has complied in all material respects with all applicable anti-money laundering laws and regulations, including without limitation the USA Patriot Act of 2001 with respect to the origination of the Loan. The Mortgage Loan is not subject to nullification pursuant to Executive Order 13224 (the “Executive Order”) or the regulations promulgated by the Office of Foreign Assets Control of the United States Department of the Treasury (the “OFAC Regulations”) or in violation of the Executive Order or the OFAC Regulations, and no Mortgagor is subject to the provisions of such Executive Order or the OFAC Regulations nor listed as a “blocked person” for purposes of the OFAC Regulations;

- t. **No Illegal Activities.** To the Correspondent's knowledge, there are no illegal activities or activities relating to any controlled substances at the Mortgaged Property;
- u. **No Impairment.** The Correspondent has not done anything to prevent or impair such Mortgage from being valid, binding and enforceable against the applicable Borrower. To the knowledge of the Correspondent, no facts, events or occurrences exist that, in any way, impair the validity or enforcement of such Mortgage or cause a reduction in the principal amount payable thereunder from the principal amount thereof shown on any schedule (other than payments made or to be made by the Borrower under such Loan);
- v. **No Cooperatives.** No portion of the Mortgaged Property is owned by a cooperative apartment corporation that holds legal title to any portion of the Mortgaged Property and the Mortgage Loan is not secured by any shares of stock issued by a cooperative apartment cooperation;
- w. **Use of Funds.** The proceeds of the Mortgage Loan will be used exclusively to acquire, refinance or construct improvements on the related Mortgaged Property; and
- x. **Guaranty Included.** The Application as submitted has either a personal guaranty or a non-recourse carveout guaranty from a natural person.

Article IX – Indemnification and Remedies

Correspondent acknowledges that Commercial Lender has relied upon the representations and warranties expressed in this Agreement. Notwithstanding and in addition to all other sections of this Agreement, Correspondent shall indemnify, defend and hold Commercial Lender and its officers, directors, employees, agents, affiliates and subsidiaries harmless against and in respect of, and shall reimburse Commercial Lender for any and all losses, liabilities, claims, damages, costs including without limitation reasonable attorneys' fees and costs, and actions suffered or incurred by Commercial Lender which arise out of, result from or relate to: (i) a breach by Correspondent of any covenant, condition, term, obligation, representation or warranty contained in this Agreement; (ii) any Application or Mortgage Loan documentation furnished by Correspondent pursuant to this Agreement the nature of which Correspondent knew, or should have known in exercising reasonable due diligence included false and/or misleading information; (iii) Correspondent's fraud or gross negligence in the origination or processing or funding of Applications and Approved Loans; (iv) any material act or omission of Correspondent or any employee or agent of Correspondent which adversely affects any Application submitted to and Approved Loan received by Commercial Lender hereunder; (v) any agreements made between Correspondent and a third-party that had not been previously disclosed by Correspondent and approved by Lender; and (vi) any claim by a third party claiming a right to be paid a fee and/or any other monies in connection with a Potential Transaction who/that has not been previously disclosed by the Correspondent and approved by Lender. In all actions with third parties in which Commercial Lender has the right to be indemnified hereunder, Commercial Lender shall have the complete and exclusive right to determine the conduct and defense of such legal proceeding or investigation with such third party including, without limitation, the right to compromise, settle, defend or continue any such action. The Correspondent's right to consult with Commercial Lender's counsel shall not be unreasonably withheld, provided Correspondent does not have the right to conduct the defense. Each of the representations and warranties of the Correspondent contained in this Agreement shall survive past the closing of a Mortgage Loan and shall inure to the benefit of Commercial Lender, its successors and assigns.

In addition to all other remedies available to it, Commercial Lender shall be entitled to offset any amounts it owes Correspondent by any amounts Correspondent is required to pay to Commercial Lender under this Agreement relating to Indemnification. Commercial Lender may effectuate any of its offset remedies prior to any determination made by court order. The indemnity provided in this Article IX shall remain in full force and effect regardless of any investigation made by Commercial Lender or its representatives or any termination of this Agreement, and shall survive past this Agreement as to each Mortgage Loan.

In the event of Commercial Lender's breach of this Agreement or any covenant or warranty herein, Correspondent agrees that its damages are limited to the amount of Compensation due for Approved Loans that have closed, and that there shall be no special, consequential, or punitive damages at law or at equity owing to Correspondent. In the event of such a breach, Correspondent may terminate this Agreement per Article X.

Nothing contained in this Article IX shall limit Commercial Lender's rights to any remedy, legal or equitable, all such legal and equitable remedies, including those provided for herein, being in addition to and not in lieu of any other remedy.

Article X – Term and Termination

- a. The term of this Agreement shall commence as of the date hereof and shall extend until terminated pursuant to this Agreement.
- b. This Agreement may be terminated with or without cause by Commercial Lender or Correspondent upon written notice to the other party. Termination without cause shall not in any respect change or modify the obligations of the parties with respect to Approved Loans prior to the date of termination or (ii) either party's obligations under this Agreement accruing prior to the date of termination.

Notwithstanding anything to the contrary herein, in the event of a termination for cause, i.e. if (i) if Commercial Lender determines or reasonably suspects that fraud has occurred in the origination of any Application or Approved Loan, (ii) if Correspondent fails to perform any of its obligations under this Agreement, (iii) if any federal, state, county, local and foreign law makes it unlawful for Commercial Lender and Correspondent to do business in accordance with the terms of this Agreement, (iv) Correspondent shall initiate or suffer any proceedings of insolvency or reorganization under the bankruptcy code, or other federal or state receivership laws, or make any common law assignment for the benefit of creditors, or be unable to pay its debts as the same become due, (v) Correspondent assigns or attempts to assign its rights and obligations hereunder; or (vi) Commercial Lender suffers any involuntary sale or execution upon any interest in any Mortgage Loan funded hereunder and such is the result of any act or omission on the part of Correspondent, then Commercial Lender shall have no obligation to Correspondent after the date notice is given to fund any proposed Mortgage Loan described in an Application, irrespective of whether such Application has resulted in an Approved Loan with Commercial Lender. In the event Commercial Lender terminates on the basis of reasonable suspicion of fraud, at the time such notice of termination is given, Commercial Lender shall also provide Correspondent with the basis on which such reasonable suspicion is based and shall identify the document or documents Commercial Lender believes may contain instances of fraud. Should Commercial Lender terminate on the basis of reasonable suspicion of fraud in the origination of any Approved Loan, Commercial Lender shall have no obligation to Correspondent to fund such Approved Loan or any Mortgage Loan.

- c. Termination shall not affect the obligations of Correspondent or Commercial Lender with respect to any event occurring before termination. All of Correspondent's and Commercial Lender's representations and warranties, and obligations of indemnification shall survive any termination of this Agreement, and shall be fully applicable whether or not Correspondent or Commercial Lender relies thereon or has knowledge of any facts at variance therewith.
- d. Correspondent agrees that in the event of any breach by Correspondent of this Agreement or any other agreement between Correspondent and Commercial Lender, or upon the default of Correspondent under any instrument payable to Commercial Lender, or upon failure of Correspondent to pay any amounts due to Commercial Lender, then in addition to any other rights and remedies Commercial Lender may have, Commercial Lender shall have the immediate right to set-off from and against any amounts otherwise due or payable to Correspondent.

Article XI – Miscellaneous

- a. **Books and Records.** Correspondent and Commercial Lender shall keep and maintain a complete and accurate account, satisfactory to Commercial Lender, of all funds collected and paid relating to the Applications and of all Approved Loans.
- b. **Relationship of Parties.** Neither party is the partner, agent, employee or representative of the other nor shall anything in this Agreement be construed or deemed to create a partnership, joint venture, agency or employment relationship between Commercial Lender and Correspondent. Each party shall conduct business in its own name and not in the other party's name. Each party shall not represent that its office is an office, branch or agency of the other party or in any other way connected with the other party. Each party shall have no authority to sign any documents on behalf of the other party, or to bind or obligate the other party in any manner whatsoever. Each party shall be responsible for its own overhead and operations costs, payroll costs and all other costs incurred in connection with its operations. Each party acknowledges that it has incurred and will continue to incur such costs voluntarily, with the understanding that this Agreement may be terminated. Neither party has a right to seek reimbursement or recoupment from or against the other party with respect to any sums it has expended in contemplation hereof.
- c. **Confidentiality.** Both parties understand that all information provided to the other party in connection with this Agreement, including but not limited to, with respect to this Agreement with Commercial Lender is confidential and proprietary to the providing party. Both parties agree to keep in confidence and not disclose to any third party, duplicate or use for the benefit of any third party, any such information given to or discovered by such party by or from the other, and agree to return all documents and other media containing such information to the other party upon termination of this Agreement. Correspondent further agrees not to sell, transfer or otherwise give to any person or firm, or otherwise use, directly or indirectly, any compilation or list of Borrowers of Commercial Lender, or its affiliates, parents or subsidiaries. The following information shall not be considered confidential and propriety: (i) information that is already known to recipient on a non-confidential basis at times of its disclosure; (ii) information that is or becomes publicly known through no wrongful act of recipient; (iii) information that is received from a third party that is free to disclose such information to recipient; (iv) information that is communicated to a third party with express written consent of the providing party; or (v) information that is lawfully required to be disclosed to any governmental agency or is otherwise required to be disclosed by law, provided that before making such disclosure, the recipient shall promptly notify the providing party of such disclosure order and, upon request of the providing

party, fully cooperate in contesting such disclosure. Recipient shall seek confidential treatment of such confidential and proprietary information from the entity requiring disclosure. (The term "affiliate" means any person or entity controlling, controlled by, or under common control with a party.

- d. **Commercial Lender's Non-Exclusivity.** It is expressly understood that, notwithstanding the execution of this Agreement and the covenants and agreements contained herein, either party may make Mortgage Loans with or without the assistance of the other party and may use the services of other correspondents and lenders; and either party may sell Mortgage Loans to other lenders.
- e. **Commercial Lender's No Duty to Review.** Correspondent acknowledges that failure of Commercial Lender to review or discover any deficiency or error in an Application, Approved Loan or any Mortgage Loan Documentation at time of closing caused by Commercial Lender will not release Correspondent from its obligations to use its best efforts to provide any required documentation or correct any errors subsequently discovered. Nor will such a failure to review or discover deficiencies or errors prevent or inhibit Commercial Lender's exercise of any of its remedies hereunder.
- f. **Notices.** All notices, consents, approvals, and requests required or permitted under this Agreement that would result in an amendment to this Agreement or relate to a Breach or Termination shall be given in writing and shall be effective for all purposes if hand delivered or sent by any of the following methods: (i) overnight delivery by a nationally recognized express transportation company; (ii) certified or registered United States mail, return receipt requested, or (iii) by e-mail. Addresses for notices are as follows:

If to Commercial Lender:

Commercial Lender LLC
Attn: Legal Department
75 Gerber Road East, Ste. 102
South Windsor, CT 06074
legal@rcncapital.com

If to Correspondent:

Capital Financial Global, Inc.
1042 Fort Union Blvd, #521
Midvale, UT 84047
pnorat@capfiglobal.com

A notice shall be deemed to have been given: in the case of hand delivery, at the time of delivery; in the case of overnight delivery by a nationally recognized express transportation company, upon the first attempted delivery on a business day; and in the case of registered or certified mail, when delivered or the first attempted delivery on a business day.

Each party agrees that it will not refuse or reject delivery of any notice given in accordance with the above, that it will acknowledge, in writing, the receipt of any notice upon request by the other party and that any notice rejected or refused by it will be deemed for purposes of the above to have been received by the rejecting party on the date so refused or rejected, as conclusively

established by the records of the U.S. Postal Service or other nationally recognized express transportation company.

- g. No Assignment of Correspondent's Rights or Duties.** Neither party shall have the right to assign any of its duties, obligations, or rights under this Agreement without the prior written consent of the other party, which consent is subject to the other party's sole and absolute discretion.
- h. Applicable Law.** THIS AGREEMENT WAS NEGOTIATED IN THE STATE OF CONNECTICUT, WHICH STATE THE CORRESPONDENT AND COMMERCIAL LENDER AGREE HAS A SUBSTANTIAL RELATIONSHIP TO THE PARTIES AND THE UNDERLYING TRANSACTION EMBODIED HEREBY, AND IN ALL RESPECTS, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, MATTERS OF CONSTRUCTION, VALIDITY, AND PERFORMANCE. THIS AGREEMENT AND THE OBLIGATIONS ARISING HEREUNDER AND UNDER THE MORTGAGE LOAN DOCUMENTS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CONNECTICUT, WITHOUT REGARD TO CHOICE OF LAW CONSIDERATIONS, APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE AND ANY APPLICABLE LAW OF THE UNITED STATES OF AMERICA, EXCEPT THAT AT ALL TIMES THE PROVISIONS FOR THE CREATION, PERFECTION, PRIORITY, ENFORCEMENT, AND FORECLOSURE OF THE LIENS AND SECURITY INTERESTS CREATED IN THE MORTGAGED PROPERTY UNDER THE MORTGAGE LOAN DOCUMENTS SHALL BE GOVERNED BY AND CONSTRUED ACCORDING TO THE LAW OF THE JURISDICTION IN WHICH THE MORTGAGED PROPERTY IS LOCATED, IT BEING UNDERSTOOD THAT, TO THE FULLEST EXTENT PERMITTED BY THE LAW OF SUCH JURISDICTION, THE LAW OF THE STATE OF CONNECTICUT SHALL GOVERN THE VALIDITY AND ENFORCEABILITY OF ALL MORTGAGE LOAN DOCUMENTS, AND THE DEBT OR OBLIGATIONS ARISING HEREUNDER.

COMMERCIAL LENDER AND CORRESPONDENT HEREBY AGREE THAT THE EXECUTION AND DELIVERY OF THIS AGREEMENT, AS WELL AS PERFORMANCE OF THE OBLIGATIONS REQUIRED HEREUNDER, CONSTITUTE THE TRANSACTION OF BUSINESS WITHIN THE STATE OF CONNECTICUT. IF THE CORRESPONDENT DOES NOT HAVE A REGISTERED AGENT IN THE STATE OF CONNECTICUT, THEN THE CORRESPONDENT DOES HEREBY APPOINT THE CONNECTICUT SECRETARY OF STATE AS ITS ATTORNEY AND AGREES THAT ANY PROCESS IN ANY CASE OF CONTROVERSY ARISING UNDER OR IN CONNECTION WITH THIS EXTENSION AGREEMENT MAY BE SERVED UPON THE CONNECTICUT SECRETARY OF STATE AND SHALL HAVE THE SAME VALIDITY AS IF SERVED UPON THE UNDERSIGNED PERSONALLY. COMMERCIAL LENDER AND CORRESPONDENT HEREBY AGREE THAT ANY APPROPRIATE STATE OR FEDERAL DISTRICT COURT LOCATED IN THE STATE OF CONNECTICUT SHALL HAVE EXCLUSIVE JURISDICTION OVER ANY CASE OR CONTROVERSY ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT AND SHALL BE A PROPER FORUM IN WHICH TO ADJUDICATE SUCH CASE OR CONTROVERSY. COMMERCIAL LENDER AND

CORRESPONDENT AGREE TO SUBMIT TO PERSONAL JURISDICTION IN THE STATE OF CONNECTICUT IN ANY ACTION OR PROCEEDING ARISING OUT OF THIS EXTENSION AGREEMENT AND THE MORTGAGE LOAN DOCUMENTS.

COMMERCIAL LENDER AND CORRESPONDENT HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, COUNTERCLAIM OR CROSS-CLAIM ARISING IN CONNECTION WITH, OUT OF, OR OTHERWISE RELATING TO THIS AGREEMENT, OR ANY TRANSACTION ARISING THEREFROM OR RELATED THERETO.

- i. WAIVER OF NOTICE – PREJUDGMENT REMEDY.** CORRESPONDENT ACKNOWLEDGES THAT THIS AGREEMENT CONSTITUTES A COMMERCIAL TRANSACTION OR SERIES OF TRANSACTIONS AND HEREBY VOLUNTARILY AND KNOWINGLY WAIVES THE RIGHT TO NOTICE AND A HEARING UNDER CHAPTER 903A OF THE CONNECTICUT GENERAL STATUTES OR ANY SUCCESSOR STATUTE OF SIMILAR IMPORT, WITH RESPECT TO ANY PREJUDGMENT REMEDY AS DEFINED THEREIN SHOULD ANY DISPUTE ARISE BETWEEN THE PARTIES.
- j. Entire Agreement.** This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporary agreements, representations and understandings whether oral or written. No supplement, modification or amendment shall be binding unless written and executed by both parties, except where Commercial Lender has been specifically granted the right to do so hereunder. It is the intention of the parties hereto that this Agreement shall not be binding until executed by Commercial Lender.
- k. Superseding Agreement.** To the extent the Correspondent and Commercial Lender are bound by any other agreement in substantially the same kind as this Agreement or that describe the same general relationship, then by entering into this Agreement, all other and prior agreements between Correspondent and Commercial Lender are hereby declared void, and this Agreement supersedes all such agreements, provided, however that prior agreements shall not be voided only to the extent that there remain lasting obligations between Correspondent and Commercial Lender with respect to Compensation only.
- l. Force Majeure.** Except as provided elsewhere in this Agreement, no party shall be responsible for delays or failure of performance resulting from acts of God, riots, acts of war and terrorism, government action, epidemics or pandemics as declared by the World Health Organization or the relevant U.S. Federal agency-equivalent, power failures, earthquakes, or other disasters, natural or otherwise, providing such delay or failure of performance could not have been prevented by reasonable precautions and cannot reasonably be circumvented by such party through use of alternate sources, workaround plans or other means. During a force majeure event, each party shall be obligated, however, to work diligently in a commercially reasonable manner to meet their respective obligations with the least amount of delay possible. Each party shall, immediately upon the cessation of any force majeure event, be responsible for all obligations within their normal time limitations.

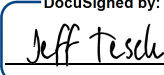
- m. Severability.** If any provision of this Agreement is held invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.
- n. Further Acts of Parties.** Each party shall perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.
- o. Brokerage.** The Correspondent represents and warrants that there are no claims for brokerage commissions or finder's fees in connection with the transactions contemplated by this Agreement owing to the Correspondent. The Correspondent agrees to exonerate, indemnify, and hold harmless Commercial Lender in respect to any and all losses sustained by Commercial Lender as a result of liability to pay broker or finder fees to Correspondent.
- p. Headings.** The captions of each section in this Agreement are included for convenient reference of the parties and in no way are intended to define, limit or imply the obligations of the parties.
- q. Non-Waiver.** THE WAIVER OF ANY BREACH, TERM, PROVISION OR CONDITION OF THIS AGREEMENT SHALL NOT BE CONSTRUED TO BE A WAIVER OF ANY OTHER BREACH, TERM, PROVISION OR CONDITIONS. ALL REMEDIES AFFORDED BY THIS AGREEMENT, OR BREACH HEREOF, SHALL BE CUMULATIVE, THAT IS, IN ADDITION TO ALL OTHER REMEDIES PROVIDED HEREIN AT LAW OR IN EQUITY.
- r. Opportunity to Consult with Counsel.** The Parties hereby represent and acknowledge that they have been provided with the opportunity to discuss and review the terms of this Agreement with their respective attorneys before signing it and that they are freely and voluntarily signing this document in exchange for the benefits provided herein. The Parties further represent and acknowledge that they have been provided a reasonable period of time within which to review the terms of this Agreement.
- s. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by facsimile, electronic mail, or other electronic method shall be considered equally as effective as delivery of an original executed counterpart of this Agreement. Each party delivering a facsimile or other electronic counterpart of this Agreement shall also deliver an original executed counterpart of this Agreement to the other party, but failure to do so shall not affect the validity, enforceability and binding effect of this Agreement.

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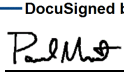
IN WITNESS WHEREOF, the undersigned have executed this Correspondent Lender Agreement the first date above written.

Commercial Lender LLC

By: RCN Capital, LLC, its Manager

DocuSigned by:
By: 
Name: Jeffrey Tesch
Title: Chief Executive Officer


Correspondent Lender Company Name: Capital Financial Global, Inc.

DocuSigned by:
By: 
Name: Paul Norat
Title: Chief Executive Officer

Schedule A Processing Checklist

Borrower:
 Guarantor:
 Lender: Commercial Lender
 Correspondent:
 Closing Date:
 Property Address:

Borrower's Attorney: _____

Task:		Notes:
Credit Report		
Background Check		
LOX for derogatory background report		
LOX for derogatory accounts		
Appraisal/BPO		
Application-Declarations Completed		
Photo ID		
Term Sheet (points & closing atty)		
Borrower Authorization		
ACH Form & Voided Check		
Commitment Letter/Signed Comm Letter		
Get Attorney/closing agent information from Borrower		
Proof Property is free and clear OR payoff and 6-month payment history (when applicable)		
2 Months Official Bank Statements (personal & business)		
P&S under Business name or MTG Statement if Refi		
Leases (if applicable)		
Rehab Cost Sheet-Breakdown/Schedule		
12-month Insurance binder with invoice or paid receipt		
Trust Documents if applicable		
If LLC: Articles of Organization and any Amendments, Original Operating Agreement and any Amendments, Bill of Sales/Proof of transfer (if any change in membership interest and EIN Letter.		
IF CORP, INC: Articles of Incorporation and any Amendments, Bylaws, Designation of Officers, Shareholder Agreement, Bill of Sale/Proof of Transfer of Stock (if any change in ownership interest) and EIN Letter		
Borrower Experience Verification		
A current rent roll setting forth the name of each tenant of the Mortgaged Property, the remaining term of the related lease, the monthly rent payable by such tenant, and a copy of all leases.		