

FREELAND REFERRAL PROVIDER PROGRAM

THIS FINDER AND REFERRAL PROVIDER AGREEMENT (“**Agreement**”) is made this ___ day of _____, 20___, by and between _____, a _____ [individual or entity] (“**Referral Provider**”), and Freeland Lending, LLC, an Ohio limited liability company (collectively with its parents, subsidiaries and affiliates, “**Company**”). Referral Provider and Company are sometimes individually referred to in this Agreement as a “party” and collectively as the “parties.”

RECITALS

WHEREAS, Referral Provider has certain expertise, contacts and relationships with individuals and companies that may become borrowers of the Company and obtain lending products from the Company (“**Lending**”);

WHEREAS, Company, with its expertise, resources, and lending solutions in the small and mid-market commercial lending market, desires to engage Referral Provider as a finder and Referral Provider in connection with the identification and selection of potential borrowers of Company; and

WHEREAS, Referral Provider desires to perform such services for Company for the commission describe herein;

NOW, THEREFORE, in consideration of the agreements and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Engagement and Term. Company hereby engages and retains Referral Provider and Referral Provider hereby agrees to perform the services described herein until _____ (the “**Term**”) unless terminated pursuant to Section 3 below or extended via a written extension executed by all of the parties hereto.

2. Services. The services to be performed by Referral Provider shall consist of finding and identifying prospective borrowers of the Company. Referral Provider shall devote to Company only such time as Referral Provider may deem necessary in order to identify such potential borrowers.

3. Identification of Targets; Termination. Referral Provider shall identify potential borrowers in writing to Company (each, a “**Target**” and collectively, the “**Targets**”). Subject to Section 6 hereof, this Agreement may only be terminated during the Term by written consent of all the parties hereto. A “Target” is any person introduced to and having no prior business transactional relationship with Company.

4. Expenses. Each party hereto shall bear its own costs and expenses unless reimbursement by one party of another party’s costs or expenses is approved in writing *in advance* by the party from whom reimbursement is sought.

5. Commissions. Company shall pay Referral Provider a commission pursuant to the Commissions Table outlined below for the closing of each loan obtained by any Target identified by Referral Provider pursuant to Section 3 hereof. The amounts owing to Referral Provider with

respect to loans obtained by Referral Provider's Targets are collectively referred to as "**Commissions.**" Commissions will be paid pursuant to the table outlined below, and Commissions will be calculated based on the amount of all Targets identified by Referral Provider. The Total Gross Loans amount shall accrue throughout the term of this Agreement. Accrual of Total Gross Loans and the payment of commission shall occur only upon closing of lending and at no time or stage prior to closing. Company shall pay Referral Provider all such Commission within fourteen (14) days of the closing of a loan obtained by such Target. Company shall pay Commissions owing to Referral Provider hereunder in immediately available funds by check or wire transfer to the account specified by Referral Provider in writing. Company shall be permitted to aggregate payment of Commissions in respect of purchases from multiple Targets and shall provide Referral Provider with a timely accounting of same.

<i>Total Gross Loans from Referral Provider's Targets</i>	<i>Commission to Referral Provider</i>
\$250,000 and above	0.15%

6. Tail Period. While this Agreement is in force or in the event of termination or expiration of this Agreement, if Company lends any products to Targets first identified by Referral Provider, the Referral Provider shall continue to receive its Commission and Company shall be responsible for paying the Commissions described in Section 5 ("**Tail Period**"). Further provided that Company shall continue to pay Commissions, when earned, on an on-going basis notwithstanding the expiration or termination of the Term and the expiration of the Tail Period in respect of any products sold to Targets.

7. No Other Relationship. Referral Provider and Company acknowledge and agree that this Agreement does not form, and is not intended to form, a partnership, joint venture or association of any type. The parties agree that no party shall take any action or make any implied or express representation to any third party that such party is a partner or joint venture partner of the other party.

8. Audit Rights. Referral Provider shall be afforded full access to Company's books and records as they relate to all Targets during normal business hours in order that Referral Provider may review Company's payment of Commission and compliance with the other terms hereof. This audit right shall survive the Term and the Tail Period.

9. Non-Disclosure. Referral Provider specifically acknowledges that the terms of this Agreement and Company's Affiliate Program is unique in their market and for that reason has intangible value. The Parties shall keep strictly confidential all terms and conditions, including amounts, in this Agreement, except as may be required (i) in connection with the preparation and filing of income tax returns, (ii) by the order of a court of competent jurisdiction, (iii) to comply with any applicable law, or (iv) to enforce rights under it. If any inquiry is received from any other person or entity, the Parties will respond only that the subject matter is confidential. This subsection does not prohibit disclosures to the extent necessary legally to enforce this Agreement or to the extent prohibited by law, nor does it prohibit disclosures to the extent otherwise legally required.

10. Non-Circumvent Agreement. Referral Provider shall not circumvent Company and introduce any Target directly to a lender with which Company and/or Target has worked with as a

result of this Affiliate Program. Referral Provider shall be liable for money damages suffered by Company resulting from such circumvention.

11. Mutual Non-Disparagement. In the event this Agreement is terminated, the Parties agree not to disparage the one another or any officer, employees, or representatives of the Parties.

12. Representations and Warranties. Each party hereto represents and warrants for the benefit of the other party hereto that: (i) as applicable, he or it has the legal capacity to enter into this Agreement and, as applicable, it has all necessary power and authority to enter into this Agreement; (ii) this Agreement has been duly executed and delivered and is a legal, valid and binding obligation, enforceable against such party in accordance with its terms, except that enforceability may be limited by the effect of bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or affecting the rights of creditors.

13. Miscellaneous. Neither party may assign any of its obligations nor rights hereunder to any other party without the prior written consent of the other party hereto. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Ohio, without regard to conflicts of law principles. The parties hereto agree to submit to the exclusive jurisdiction of the state courts sitting in Cuyahoga County, Ohio or, to the extent available, the jurisdiction of the U.S. District Court for the Northern District of Ohio, to resolve any dispute arising out of or relating to this Agreement and irrevocably waive, to the fullest extent permitted by applicable law, any objection that he or it may now or hereafter have to the laying of venue in such court or any defense of inconvenient forum. In the event of a breach of the terms of this Agreement, the breaching party shall be responsible for all costs including reasonable attorney fees arising out of the enforcement of this Agreement and borne by the non-breaching party. This Agreement constitutes the entire agreement between the parties, superseding all prior oral or written agreements, understandings, representations and warranties, and courses of conduct and dealing among the parties relating to the subject matter hereof. This Agreement may be amended or modified only by a writing executed by all of the parties hereto. This Agreement may be executed in any number of counterparts, including by facsimile or electronic signature included in an Adobe PDF file, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

Signature page follows

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement and caused this Agreement to be signed as of the day and year written below.

REFERRAL PROVIDER

_____, LLC

Name: _____

Its: _____

Date: _____

COMPANY

FREELAND LENDING, LLC

Tyler Brummett _____

Name: Tyler Brummett _____

Its: Vice President _____

Date: _____