

## **BROKER'S AGREEMENT**

CapitalPlus Construction Services, LLC (a Delaware limited liability company hereinafter referred to as "CapitalPlus") is in the business of factoring accounts receivable of companies ("Clients": sellers and assignors of accounts) at a discount to their face value.

CapitalPlus is interested in developing relationships with Brokers as independent contractors. If a Broker has a prospective Client and desires to have that prospective Client enter into a CapitalPlus Master Accounts Receivable Purchase and Security Agreement, and Broker wants CapitalPlus to pay Broker a commission for his/her services, then Broker must clearly understand, acknowledge, and agree to the following:

**1. Account Representatives:** CapitalPlus directly employs a staff of Account Representatives for the purpose of locating prospective Clients, selling CapitalPlus' factoring services and signing prospective Clients to a contract known as an Master Accounts Receivable Purchase and Security Agreement (MARPSA). In the event that Broker refers a prospective Client, a CapitalPlus Account Representative will personally handle the negotiating responsibilities outlined above. However, Broker may be required by CapitalPlus to assist in the process.

**2. Acceptance:** CapitalPlus may enter into MARPSAs with prospective Clients at its sole discretion. Nothing in this agreement shall be interpreted as obligating CapitalPlus to purchase accounts from any prospective Client at any time. CapitalPlus shall not be obligated to pay Broker any fee whatsoever until CapitalPlus actually purchases accounts from Brokers referred Client and said accounts are paid in full.

**3. Agreement for Purchase of Accounts:** The only contract used by CapitalPlus shall be its MARPSA and subsequent schedules then in effect. The discount rate, advance amount and all other terms and conditions contained therein, shall be those established by CapitalPlus from time to time at its sole discretion. Broker represents and warrants there are no other contracts or agreements between the Broker and the client. Furthermore, if an agreement does exist Broker agrees to forward to CapitalPlus for its review and approval. Broker expressly warrants to CapitalPlus that no additional fees, interest, percentages or funds of any kind will be charged Client by Broker.

**4. UCC-1:** CapitalPlus shall require a Security Interest in Client's accounts receivable and other property as listed in the description contained in the form UCC-1 which is in first and primary position relative to the Security Interest of any other secured party. This Security Interest shall be evidenced by a UCC-1 filing with the Secretary of State or other appropriate agency; and any other document(s) perfecting CapitalPlus' Security Interest as may be required.

**5. Corporate Resolutions:** When Client is a corporation, a Corporate Resolution will be required authorizing the sale of accounts to CapitalPlus and permitting execution of the MARPSA and schedules.

**6. Personal Guaranty:** A Personal Guaranty may be required of the principals of the Client from time to time at CapitalPlus' sole discretion.

**7. Commission:** CapitalPlus agrees to pay Broker a commission as outlined below, subject to ALL of the following conditions. (i) Broker supplies CapitalPlus with a written introduction to a prospective Client including all contact names, address, email address and telephone information. (ii) such Client has not previously been contacted by CapitalPlus or by another Broker or previously factored with CapitalPlus; (iii) as a direct result of (i), CapitalPlus and such Client both execute an MARPSA; and (iv) CapitalPlus purchases accounts from such Client (said purchases evidenced by issuance of payment by CapitalPlus to Client) and said purchased accounts are paid to CapitalPlus by Client's Customer (account obligor).

**7a. Commission:** CapitalPlus shall pay a commission of Ten Percent (10%) of the gross fees earned from all invoices sold by Broker's Client each month. Fees will be paid to Broker for the full term of the relationship between CapitalPlus and Broker's Client.

**7b. Payment of Commission:** Payment shall be paid to Broker by CapitalPlus within the first full business week of the month following the month in which a commission is earned.

Broker agrees to refund within 15 days of written request from Capital any commissions paid to Broker relating to any Client where Capital is required to return payments made by Client or Client's debtor to Capital that is/are considered a Preference Payment under Section 547 or other sections of the US Bankruptcy Code.

**8. Broker Agrees:** By his/her signature below, Broker acknowledges all of the terms and conditions contained in this agreement and forever relinquishes any claim or demand of or against CapitalPlus, its officers, directors, employees and their successors of interest for any sum other than that specifically set forth herein and under the terms set forth herein.

**9. Termination:** This agreement shall automatically renew on a annual basis from the date of execution and will remain in effect until terminated by either party. CapitalPlus will review Broker's Agreement thirty (30) days before expiration. A termination notice by either party shall be in writing and shall take effect upon receipt by the other party. A termination by CapitalPlus shall not affect commissions already earned by Broker under this agreement.

**10. Confidentiality:** Broker agrees to keep completely confidential any information provided to him/her by CapitalPlus, which is proprietary in nature.

**11. Legal Fees:** For our mutual benefit, should either Capital or Broker find it necessary to retain counsel to enforce our rights against the other party regarding any dispute arising out of our transactions with Client or Client's debtor, the prevailing party shall recover its attorneys fees and expenses from the unsuccessful party.

**12. Tennessee Law/Venue:** This agreement was negotiated and entered into in the State of Tennessee and shall be governed in all respects by the laws of Tennessee, without giving sway to the principles of conflicts of laws. Jurisdiction for any legal actions between the parties arising from this agreement shall reside exclusively with the state and federal courts of the State of Tennessee.

In witness whereof, the parties have executed this agreement on \_\_\_\_\_, at Knoxville, Tennessee.

CapitalPlus Construction Services, LLC. (CapitalPlus)  
Knoxville, Tennessee

By:  \_\_\_\_\_  
Its: Authorized Officer

Broker: \_\_\_\_\_  
(Print name or name of co.)

By: \_\_\_\_\_  
(Signature)

Tax ID #: \_\_\_\_\_

Title/Position: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

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