



CONSULTATION DISCLOSURES

GENERAL PRINCIPLES

The Company is not a direct lender. You agree that you have authorized the Company to help arrange for financing on your behalf with special and limited power of attorney to represent you in the application and verification process, either electronically, verbally, written or otherwise. You agree to hold the Company harmless of any unintentional misrepresentation. Financing may be approved in your personal and/or business name depending on the nature of your loan request and other factors, and you agree that you will accept the funds regardless of whether the approval is in your personal or business name. The Company is not a lender and does not make loans or credit decisions in connection with loans. The Company does not endorse or recommend the products of any particular Lender. The Company is not an agent of either the Borrower, or any participating Lender. The Company's services are administrative and consultative only. The Borrower should rely on their own judgment in deciding which available loan product best suits their needs and financial means. The Lender, and not the Company, is solely responsible for its services to the Borrower, and the Borrower agrees that the Company shall not be liable for any damages or costs of any type arising out of or in any way connected with your use of such services. The Borrower understands that Lender(s) may keep the Borrower's loan request form, whether or not the Borrower is qualified for a loan with the Lender(s). The Company does not guarantee acceptance into any particular loan program or specific loan terms or conditions with any participating Lender; loan approval standards are established and maintained solely by an individual Lender(s). Likewise, the Company does not guarantee that the loan terms or rates offered and made available by participating Lender(s) through this agreement are the best terms or lowest rates available in the market. Unless expressly stated in writing, nothing contained herein shall constitute an offer or promise for a loan commitment or interest rate lock-in agreement.

ACKNOWLEDGEMENT

I do hereby appoint Capital Lending, its principals, employees, and/or representatives, my true and lawful attorney-in-fact, for me and in my name, place, and stead, and for my use and benefit to endorse in my name, submit execute, acknowledge and / or deliver credit applications and other documentation to potential lenders. I further give and grant unto my said attorney-in-fact full power and authority to do and perform every act as Capital Lending its principal, employees, and / or representatives, shall deem necessary and proper to be done in the exercise of any of the foregoing powers as fully as I might or could do if



personally present, with full power of substitution and revocation. Entire Agreement: I understand that this agreement is the complete and final agreement and that there is no other verbal, implied, or assumed agreement.

POWER OF ATTORNEY (RECEIPT OF PAYMENT OF FEES):

To all persons; be it known, that the undersigned as grantor hereby makes and grants a Limited and specific Power of Attorney to Capital Lending and its consultants, and thereupon them to act as my Attorney-in- Fact.

My Attorney -in- fact shall act in my name, place and stead in any way which I, myself, could do if I were personally present, with the respect to the following matters:

1. To the extent that I am permitted by the law to act through an agent.
2. To obtain any and all forms that my Attorney-in- Fact may deem necessary for the effective representation of my interest in this matter.
3. To request and receive any and all documents that are alleged or claimed to be my responsibility and to sign on my behalf for the completion of my business interest.

This Power of Attorney shall be revoked upon:

- (a) Resolution of the above referenced matter;
- (b) If the grantor does not wish to be represented any longer: and/or
- (c) If the Attorney-in-Fact does not wish to represent the grantor any longer.

ENTIRE AGREEMENT:

This Agreement constitutes the entire agreement between the Borrower and the Company and it supersedes all prior or contemporaneous communications, promises and proposals, whether oral, written or electronic, between the Borrower and the Company with respect to this agreement and information, software, products and services associated with it. This Agreement shall be subject to and construed in accordance with the laws of the State of California, excluding its conflict of laws principles. If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid enforceable provision that most closely matches the intent of the original provision, and the remainder of the Agreement shall continue in effect. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. All rights not expressly granted herein are reserved.



TERMS & CONDITIONS

Upon receipt of your application package, you hereby authorize us to obtain your personal and business credit reports. We cannot guarantee that you will be approved for any specific amount, and the consulting fee will still be due in case the approved amount is lower than the amount requested. No Doc loans and lines of credit will usually come in increments of \$25,000.00 to \$ 125,000.00 per lender and several credit applications may be submitted in order to achieve your total requested financing amount. Each credit application will result in a new inquiry on your personal credit report(s) because each lender will need to obtain your personal credit report(s) in order to underwrite your credit application. The normal range of interest rates for No Doc loans and lines of credit is 8.5% to 13.5% and for Full Doc and Lines of Credit it is 7.5% to 12.5% but the interest rate you receive may be higher or lower, and the consulting fee will be due as long as the interest rate is not higher than 18%, in which case the consulting fee will be reduced by the difference between the actual interest rate received and 18%. The consulting fee is not contingent on your subsequent need or lack thereof for the financing and, as such, you may not cancel, withdraw, intentionally, or fail to follow through on a credit application to a lender with whom you already have an existing relationship. The borrower will not be charged a consulting fee for any SBA loans. However, will be charged an initial business plan fee and a success fee for a business plan or review of an existing business plan. If a credit application for unsecured financing is submitted without our written authorization, you hereby agree that such credit application will be treated the same way as a credit application submitted by us, with the exception that the submission date will be considered to be the same as the date the lender placed an inquiry on your credit report. You hereby authorize us to obtain your personal and business credit reports for purposes of reviewing and /or collecting on your account. Borrower agrees and understands that the Company is not responsible or liable for any credit line limits that are suspended, closed or reduced from the initial funding amount any time after 45 days from the receipt of funds. Borrower agrees and understands that the Company as a courtesy will accept payment of consulting fee in the form of a credit card with a transaction fee no greater than 3% of total consulting to be assessed for this courtesy.

PAYMENT UPON FUNDS GUARANTEE

Should you fail to make payment as agreed within **5 days** of funding on any approved and or received funding , you personally confess judgment to C & C Capital Lending equaling **the consulting fee + 2% late charge**, irrevocably appointing any attorney of any court of record in any state to be his true and lawful attorney to enter his appearance in any suit that may be brought when any money is due hereunder and to waive process and notice and service thereof and to confess judgment or judgments for such money so due and for cost of the suit and reasonable attorney's fees. Also failure to pay will allow C & C Capital Lending Inc. to notify all three credit bureaus.



DISCLAIMERS AND LIMITATIONS:

As a condition of use of the Company's services, the Borrower agrees to indemnify the Company and its suppliers, participating Lenders, or real estate professionals from and against any and all liabilities, expenses (including attorneys' fees).

DISPUTE RESOLUTION:

Any claim or controversy arising out of or relating to the use of this agreement, to the goods or services provided by the Company, or to any acts or omissions for which you may contend the Company is liable, including but not limited to any claim or controversy as to arbitrability ("Dispute"), shall be finally, and exclusively, settled by arbitration. The arbitration shall be held before one arbitrator under the commercial arbitration rules of the American Arbitration Association ("AAA") in force at that time. The arbitration shall be venued in San Diego County, California except for Maine consumers for whom the location shall be a place reasonably convenient to the consumer. The arbitrator shall be selected pursuant to the AAA rules. Should no AAA rule regarding the selection of an arbitrator be in effect, the Company shall select an arbitrator from a panel of arbitrators acceptable to the Company. In any arbitration, the Company will pay the filing fee, plus the costs associated with the first day of arbitration, with the remaining costs of arbitration paid by the non-prevailing party, provided; however, that in Maine any cost to the Company shall be limited to the cost of filing a court case. To begin the arbitration process, a Party must make a written demand therefore. The laws of California shall be applied to any disputes arising out of this contract.

Any judgment upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction in San Diego County, California. The arbitrators shall not have the power to award damages in connection with any Dispute in excess of actual compensatory damages and shall not multiply actual damages or award consequential, punitive or exemplary damages, and each party irrevocably waives any claim thereto, except in Maine where state law will control all rights and remedies in the arbitration. The agreement to arbitrate shall not be construed as an agreement to the joinder or consolidation of an arbitration under this agreement with an arbitration of disputes or claims of any non-party, regardless of the nature of the issues or disputes involved.

THIS AGREEMENT PROVIDES THAT ALL DISPUTES BETWEEN THE BORROWER AND THE COMPANY WILL BE RESOLVED BY BINDING ARBITRATION. BY SIGNING THIS AGREEMENT, THE BORROWER THUS GIVES UP ANY RIGHT TO GO TO COURT TO ASSERT OR DEFEND ANY RIGHTS. THE BORROWER ALSO GIVES UP ANY RIGHT TO PARTICIPATE IN OR BRING CLASS ACTIONS. THE BORROWER'S RIGHTS WILL BE DETERMINED BY NEUTRAL ARBITRATORS AND NOT A JUDGE OR JURY.