**COMMISSION AGREEMENT**

This Commission Agreement (“Agreement”) is made as of this \_\_\_ day of \_\_\_\_\_\_\_\_, 20\_\_\_by and between\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(“Seller”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a Georgia limited liability company (“Broker”).

WITNESSETH

WHEREAS, Seller desires to sell certain loan, which assets are more particularly described on Exhibit A attached hereto and incorporated herein (collectively, the “Assets”); and

 WHEREAS, Seller and Broker desire to enter into certain agreements with respect to the Assets.

 NOW, THEREFORE, IN CONSIDERATION of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Broker hereby agree as follows:

1. Upon the consummation of the closing (“Closing”) of the sale of the Assets (and only upon Closing), Seller shall pay to Broker a commission in the amount of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_($\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) (“Commission”).
2. The Commission shall only be payable to Broker if the Assets are not sold to one of the parties listed on Exhibit B (the “Excluded Parties”).
3. No fee, commission, expense reimbursement or any other cost shall be payable to Broker by Seller except as referenced in Paragraphs 1 and 2 above. No commission shall be payable if the Assets are sold to an Excluded Party.
4. Broker shall comply with all laws, statutes, codes, rules and regulations applicable to the laws of the State of Georgia (including, without limitation, its activities under this Agreement).
5. Broker acknowledges and agrees that Broker is acting as an independent contractor. Broker does not have the right to enter into any contract or agreement for, on behalf of, or in the name of Seller.
6. The terms of this Agreement shall remain confidential between Seller and Broker.
7. Seller and Broker acknowledge and agree that this Agreement sets forth the entire agreement between Seller and Broker pertaining to any fee, payment or commission payable by Seller to Broker for the sale of the Assets. Any representation or agreement made during the negotiations is hereby merged into this Agreement and if not set forth herein, is hereby waived. Modifications to this Agreement may only be made in writing signed by Seller and Broker.
8. Broker agrees to execute and return any broker lien waivers and/or affidavits relating to broker’s commissions within 24 hours of its receipt of same from Seller or title agent. Time is of the essence with regard to this Agreement. This Agreement may be executed in one or more counterpart, each of which shall be deemed to be an original. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Georgia.

EACH PARTY ACKNOWLEDGES ITS ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS AGREEMENT BY SIGNING BELOW.

SELLER:

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BROKER:

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Exhibit A

[Assets]

Exhibit B

[Excluded Parties]