

# 360 Enhancers Corporation

16496 Bernardo Center Drive, San Diego, CA 92128  
Post Office Box 270761, San Diego, CA 92198  
Phone: 858-521-8501 Fax: 858-764-5443  
Email: [info@360enhancers.com](mailto:info@360enhancers.com)

## COMMISSION / CONSULTING FEE AGREEMENT / IRREVOCABLE ESCROW INSTRUCTIONS

The undersigned, \_\_\_\_\_, hereinafter called "BORROWER"/"CLIENT", appoints 360 Enhancers Corporation, a California Corporation "LOAN/TRANSACTION COORDINATOR" hereinafter called "LOAN/TRANSACTION COORDINATOR", as his/hers/its EXCLUSIVE AGENT for the purpose of obtaining financing through "LOAN/TRANSACTION COORDINATOR'S" Funding Sources for the Real Property/Project known as:

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This Commission, Consulting Fee Agreement shall be referred to as the "AGREEMENT". This "AGREEMENT" shall be in force and effect from the date signed below until completed by all parties involved in this transaction.

In consideration for the services rendered by "LOAN/TRANSACTION COORDINATOR", "BORROWER"/"CLIENT" agrees to pay "LOAN/TRANSACTION COORDINATOR" a commission and/or consulting fee in the amount of:

\_\_\_\_\_ Percent ( %)

of the total loan amount at the close of escrow upon completion of the financing (funding) for the above stated property(s).

This fee shall be paid out of the closing escrow over and above any and all other closing costs (if Real Property is involved), or out of any Funding Escrow(s), or Good Monies to the "BORROWER"/"CLIENT" and shall be paid directly from them to 360 Enhancers Corporation ("LOAN/TRANSACTION COORDINATOR").

"BORROWER"/"CLIENT" shall not and may not assign their rights, obligations, and/or interests in this "AGREEMENT" to any other person or entity, without first obtaining approval in writing from the other party (or as specifically addressed in this "AGREEMENT").

All parties will consider this "AGREEMENT" hereto, as well as all escrow companies handling any and all escrow transactions, as

### "Irrevocable Escrow Instructions"

for a demand for payment and is to be placed into all escrow orders and conditions to be satisfied at the close of (each) escrow by the escrow officer or the escrow is not to close until the orders and conditions are satisfied.

This "AGREEMENT" shall be covered by the laws of the State of California without reference to conflict of laws principle. This document contains the entire agreement between the Parties with respect to the specific subject matter defined herein. This "AGREEMENT" terminates and supersedes all prior understandings or agreements on the subject matter hereof. Any failure to enforce any provision of this "AGREEMENT" shall not constitute a waiver thereof or of any other provision hereof. This "AGREEMENT" may not be amended, nor any obligation waived, except by a written signed agreement by all parties hereof. This "AGREEMENT" may be executed in counterparts which taken together shall constitute one "AGREEMENT".

THIS "AGREEMENT" IS BINDING UPON THE UNDERSIGNED PARTIES, THEIR ASSOCIATES, ATTORNEY, AGENTS, HEIRS, ASSIGNS, AND DESIGNEES UPON EXECUTION.

Upon execution of this "AGREEMENT" by both parties, "BORROWER"/"CLIENT" and 360 Enhancers Corporation ("LOAN/TRANSACTION COORDINATOR") shall work together to close this transaction.

Accepted ("LOAN/TRANSACTION COORDINATOR"):

Sign: \_\_\_\_\_ Date: \_\_\_\_\_

Vincent L. Coniglio, President  
360 Enhancers Corporation  
16496 Bernardo Center Drive  
San Diego, CA 92128  
858-521-8501  
Fax: 858-764-5443

Accepted ("BORROWER"/"CLIENT"):

Sign: \_\_\_\_\_ Date: \_\_\_\_\_

Print name: \_\_\_\_\_

Company Name: \_\_\_\_\_

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

\_\_\_\_\_

Cell/Phone: \_\_\_\_\_ Phone: \_\_\_\_\_

Fax: \_\_\_\_\_ Email: \_\_\_\_\_