**DirectLink Capital Corporation Success Fee Agreement**

**This Success Fee Agreement,** dated as of this \_\_\_\_ day of \_\_\_\_\_\_, 20\_\_is being entered into by and between:

**“THE CLIENT,”** who shall receive and be the beneficiary of the services to be rendered under this Agreement: [Company Name] (“COMPANY NAME ACRONYM”), a [State of Incorporation/Type of Entity], located at [physical location where business is conducted]; and,

**DirectLink Capital Corporation** (“DLCC”), an Ohio Corporation, located at 972 Youngstown Kingsville Rd, Vienna, OH 44472, with a mailing address of 1100 Boardman Canfield Rd 37B, Boardman, OH 44512 and/or assigns.

**whereas,** DLCC are interested in introducing The Client a Direct Lender for the purpose of “Fix and Flip” Homes or “Purchase for Rent” either on a long term or short term basis that the service providers believe would be interested in providing value to The Client, who will participate in private financing transactions.

**Whereas,** The Client is willing to engage DLCC on a to make introductions to such Parties;

**AGREEMENT**

Should an Investor invest and/or loan monies, or provide properties (or anything of value) toward any of The Client’s Projects, Transactions and/or The Client’s Company, or pay fees or royalties for the use of The Client’s services, technologies or assets, regardless of the form such proceeds are so invested or paid, then The Client agrees to pay DLCC a Success Fee of:4% on advancements of funds or debt financing; This compensation to DLCC shall be based upon the gross amount of the Investment and/or Contract Value received by The Client, prior to any deductions, expenses or offsets of any kind.

This fee will be paid to DLCC at closing upon The Client's receipt of funds (or value).

This fee will also include all broker and lender fees, but not include attorney closing fees of $995.00. No term or provision hereof shall be deemed waived and no breach excused

The Client, and DLCC agree that any controversy or dispute between them arising out of or relating to this Agreement that is not immediately resolved, shall be in the first instance be referred to the senior management of each Party. Any Party may invoke such a referral to senior management by notice to the other Parties. Within thirty (30) days of such notice of referral, representatives of the Parties with authority to settle the matter in good faith. If the matter has not been resolved within that thirty (30) day period, any one of the Parties may invoke formal, non-binding mediation by notice to the other Parties. The Parties shall cooperate in good faith to select an independent mediator and conduct the mediation session as promptly as reasonably possible. In the event the mediation is unsuccessful or the Parties have failed to agree upon a mediator within thirty (30) days of the notice referring the matter to mediation, then an arbitration panel will be chosen and each party waives rights to court.

**Remedies**. This Agreement shall be governed by the laws of Ohio, without regard for conflict of laws principles. In the event that any Party pursues legal action against one or more of the other Parties to enforce or protect its rights under this Agreement, the Parties agree that the courts of Ohio shall have sole and exclusive jurisdiction over the matter.

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Keith Goodman - Vice President DLCC Client Name:

 Title: