

The STA Capital Group & Advisors

5004 Honeygo Village Center Drive ♦ Suite 102-177 ♦ Perry Hall, Maryland 21128 ♦ (866) 610-4141

BROKER/FINDER'S FEE AGREEMENT

1. Broker/finder hereby acknowledges STA Capital Group & Advisors LLC' policy and procedure regarding the following:
2. STA Capital Group & Advisors may or may not enter into a financing relationship with the borrower in cooperation with Mortgage Broker/Finder, however, STA Capital Group & Advisors is NOT a party to and is NOT responsible for the relationship and/or any agreement between the mortgage broker/finder and borrower.
3. PROMISE TO PAY - In the event that STA Capital Group & Advisors enters into a financing relationship with the borrower in cooperation with Mortgage Broker/Finder. STA Capital agrees to protect broker/finder fee as identified per FINAL letter of interest or loan proposal, broker/finder understands any fee arrangement between the borrower and the broker/finder outside of this agreement eradicates above broker/finder fee. To protect against fraud, and comply with privacy laws broker/finder understands STA must work directly with borrower and hereby agrees to provide due diligence support as needed. Any violation of this commitment renders said broker/finder fee null in void.
4. Broker/finder understands Finder hereby engages STA Capital as its exclusive financial services agent for the *limited* purpose, notwithstanding the custom or practice in the industry, of procuring a loan approval from a bonafide lender(s). Finder must return STA Borrower's Authorization and Finder Agreement authorizing and instructing STA, for a period of 60 banking days, to exclusively present the Borrower's lending package (including but not limited to financial and credit information) to, and to exclusively solicit letter of interests (expressions of interest) from, prospective lending institutions. This contract will continue to automatically renew if not canceled in writing prior to the expiration of the term.
5. Broker/finder agrees to assist transaction as needed to deliver marketable mortgage title, including, but not limited to, any required subordinations. Upon request broker/finder also promises to comply with any legitimate request for information, documentation or report fees (appraisal, toxic, etc.), within three banking days of request, absent reasonable cause.
6. In the event that STA Capital Group & Advisors enters into a financing relationship with Borrower, Borrower may direct that the broker/finder's fee be incorporated into such financing upon the authorization of Borrower provided that the total amount of financing, including such payment, is within the financing guidelines for Borrower authorized by STA Capital Group & Advisors' Lenders.
7. Broker/finder understands STA Capital is representing the Borrower on a best efforts basis only and cannot guarantee the successful placement or closing of any loan. **Non-Circumvention: IT IS HEREBY MUTUALLY AGREED**, and Broker/finder acknowledges that, the systems and procedures developed by company for its Finders are valuable trade secrets of the company. The systems and procedures have been developed through the expenditure of substantial time, effort and money, which the company wishes to maintain in confidence and withhold disclosure to other persons. Non Disclosure Non Circumvention of Confidential Information. **Non Circumvention:** Client agrees not to directly or indirectly contact, deal with, transact or otherwise be involved with any Source first introduced to broker by STA CAPITAL without obtaining the prior written permission of STA Capital. Broker agrees not to directly or indirectly circumvent, avoid or bypass STA CAPITAL by contacting a Source without such prior notification to and approval by STA CAPITAL.

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INDEMNIFICATION - EXHIBIT D

Finder agrees to indemnify STA and/or any controlling person, partner, director, officer, employee, agent, independent contractor, affiliate and representative of STA (hereinafter collectively referred to as the "Indemnified Parties") and hold each of them harmless against any losses, claims, damages, expenses (including the reasonable fees and expenses of their respective attorneys), losses, actions, proceedings, investigations (formal or informal), inquiries or threats thereof (all of the above being hereinafter collectively referred to as the "Losses") to which the Indemnified Parties may become subject as a result of a lawsuit against an indemnified party arising in any manner out of or in connection with the rendering of services by STA hereunder and with respect to any Losses resulting from Client's breach of the Hilco Rep, unless it is determined in a final judgment by a court or arbitration panel of competent jurisdiction that the Losses resulted solely from the gross negligence, bad faith or willful misconduct of Indemnified Parties, and in case any action shall be brought against Indemnified Parties with respect to which indemnity may be sought against the Client, STA shall notify the Client in writing and the Client shall assume the defense thereof, including employment of counsel satisfactory to STA and payment of all fees and expenses.

Indemnified Parties have the right to separate counsel, but such counsel fees shall be at the expense of the Indemnified Parties, unless (i) employment of such counsel has been authorized in writing by the Client, (ii) the Client has failed to assume defense and employ counsel as required above, or (iii) named parties to any such action (including any impleaded parties) include both (a) Indemnified Parties and (b) the Client, and Indemnified Parties have been advised by counsel that there may be legal defenses available to the Indemnified Parties which are different from those available to the Client (in which case the Client shall not have the right to assume defense of such action on behalf of Indemnified Parties); it being understood, however, that the Client shall not, in connection with any such action or related actions in the same jurisdiction arising out of the same general allegations, be liable for expenses of more than one separate legal firm for the Indemnified Parties, which firm shall be designated in writing by STA. For actions brought against Indemnified Parties for which the Client has assumed defense, the Client agrees to not enter into settlement of any such action without Indemnified Parties' prior written consent.

If the indemnity referred to in this Schedule should be, for any reason, unenforceable, unavailable or otherwise insufficient to hold each Indemnified Party harmless for all losses incurred, the Client shall pay to or on behalf of each Indemnified Party contributions for Losses so that each Indemnified Party ultimately bears only a portion of such Losses as is appropriate (i) to reflect relative benefits received by each such Indemnified Party, respectively, on one hand and the Client on the other hand in connection with the Transaction and (ii) relative fault of each such Indemnified Party, respectively, and the Client as well as any other relevant considerations; provided, however, that in no event shall the aggregate contribution of all Indemnified Parties to all Losses exceed the fee amount actually received by STA pursuant to the Agreement. If the allocation provided in the preceding sentence is not permitted by applicable law, then the Client agrees to contribute to the amount paid or payable by such Indemnified Party as a result of such Losses in proportion as is appropriate to reflect relative benefits referred to in such preceding sentence and relative fault of the Client and such Indemnified Party. The respective relative benefits received by STA and the Client in connection with any Transaction shall be deemed to be in the same proportion as the aggregate fee paid to STA in connection with the Transaction bears to the Transaction's gross proceeds. The relative fault of each Indemnified Party and the Client shall be determined by reference to, among other things, whether actions or omissions to act were by such Indemnified Party or the Client, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such action or omission to act.

Except for when there is a breach of the Agreement by STA, the Client also agrees that no Indemnified Party shall have any liability to the Client or its affiliates, directors, officers, employees, agents, advisors or shareholders, directly or indirectly, related to or arising out of the Agreement, except for Losses incurred by the Client, which are determined in a final judgment by a court or arbitration panel of competent jurisdiction, to have resulted from such Indemnified Party's gross negligence, willful misconduct or bad faith. In no event, regardless of the legal theory advanced shall any Indemnified Party be liable for any consequential, indirect, incidental or special damages of any nature. Any liability that any Indemnified Party may have to the Client or its affiliates, directors, officers, employees, agents, advisors or shareholders, shall not exceed the fee amount actually received by STA under the Agreement.

The provisions of this Exhibit A shall remain in full force and effect regardless of any termination or the completion of the Services under the Agreement. The terms hereunder shall be binding upon and inure to the benefit of any successors, assigns, heirs and personal representatives of the Client or STA.

This Indemnity shall be governed by and construed in accordance with the laws of Maryland without reference to principles of conflicts of law. Any litigation arising out of this Indemnification shall be exclusively venued in Courts situated in Greenbelt, Maryland.