



Holistic Capital

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[Insert Date]

[Insert Client Company Details]

Re: Engagement Letter for **[Insert details of PROJECT]**

Dear Sir,

This letter confirms how Holistic Capital Ltd (collectively referred to as "HCL") will be engaged by you to provide commercial real estate professional services for acquisition of **[Insert Project Details]**.

During the term of our engagement we will provide you with representation, advice and assistance in connection with the services required, in accordance with your direction.

Our services are outlined in the attached Engagement Letter and Fee Agreement (the "Agreement") and may be terminated with or without cause by you or by us at any time and without liability or continued obligation to you or to us except for any compensation earned as outlined in Paragraphs 4 and 5 of the Agreement.

If the terms as set forth herein are satisfactory, please initial each page, sign, scan and email back for the attention of Paul Marsh (paul.marsh@holisticcapital.co.uk)

Thank you for your consideration.

We look forward to a successful completion of this assignment.

Yours Sincerely,

Paul Marsh
Chief Executive Officer

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Holistic Capital Ltd,
Kemp House 160 City Road
London
EC1V 2NX
UNITED KINGDOM

Co No 10191941

Vat No 242724714



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Engagement Letter & Fee Agreement

This Engagement Letter & Fee Agreement (the “Agreement”) is made and entered into as of **[Insert Agreement Date]**, by and between Holistic Capital Ltd (or “HCL”), its subsidiaries, business units, affiliates and assigns, and **[Insert Client Company Details]**, their affiliates and assigns (“Client”).

WHEREAS the Client is currently seeking commercial real estate banking and development management services and desires to retain HCL to assist in securing capital (debt and/or equity) for the proposed scheme, incorporating **[Insert Project Location Details]** (the “Scheme”), at terms acceptable to the Client.

NOW THEREFORE, for the mutual premises contained herein and other good and valuable consideration, the parties agree as follows:

- 1. ENGAGEMENT TERM.** As further described in paragraph 2 below, the CLIENT hereby grants HCL the exclusive right to represent the CLIENTS interest in the Project for a period commencing on the date of this Agreement and shall continue for a period of 12 months thereafter, unless earlier terminated as provided in this Agreement (the “Engagement Term”). In the event that HCL or its capital sources issue letters of intent, term sheets, applications or commitments for financing to the CLIENT, or on behalf of the CLIENT at terms and conditions acceptable to Client (the “Commitment”) as evidenced by the CLIENTS acceptance of said offer prior to or after the expiration of this Agreement, the term of the Agreement shall be extended to the date of securing the funding for the scheme.
- 2. EXCLUSIVITY.** The CLIENT hereby appoints HCL as its commercial real estate advisors with respect to the Scheme and agrees to work with HCL on an exclusive basis. In the event that HCL or its capital sources issue letters of intent, term sheets, applications or commitments for financing to the CLIENT, or on behalf of the CLIENT at terms and conditions acceptable to the CLIENT (the “Commitment”) as evidenced by the CLIENTS acceptance of said offer(s) prior to or after the expiration of this Agreement, the CLIENT will automatically appoint HCL as its exclusive commercial real estate advisor for the Scheme for the period until the date of granting of planning consent for the scheme, which is defined as the end of the period of judicial review (3 months following consent being issued), or such later timing agreed between the parties.



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3. **SCOPE OF WORK.** As part of the Project, HCL will provide the following services to the CLIENT:
- HCL will assist the CLIENT in securing capital (debt and/or equity) necessary to facilitate the development of the Scheme
 - HCL will provide underwriting, financial consulting, project analysis and strategic planning as well as all development management services necessary and as it relates to securing capital for the Scheme, and subsequent planning consent;
 - HCL will provide all necessary co ordination and management of the process of planning, design and commercial integration to facilitate securing the desired planning consent for the scheme.
 - HCL will manage all additional consultants appointed by the CLIENT and liase with all necessary agencies on behalf of the CLIENT during the period of this agreement.
 - HCL will advise on all negotiations with adjacent landowners/partners, potential end users together with any other necessary party required to deliver the planning consent.
 - HCL will manage and liase with the CLIENT's legal team to assist in executing any necessary legal documentation.
4. **FEES.** The CLIENT agrees to remunerate HCL in the following manner for services performed under the Agreement:
- Transaction Fees:** The CLIENT agrees to pay HCL a one percent (1.0%) Transaction Fee for any senior debt, two percent (2.0%) for any mezzanine or equity (includes securing a joint venture partner) placed or secured and covered under this Agreement (subject to a minimum fee of **[Insert minimum fee £000,000]**), as if and when the funding actually occurs, payable out of loan, mezzanine or equity funding only, less any advances as covered in this section below. The CLIENT agrees to pay HCL a half of one percent (0.50%) Refinance Transaction Fee for any debt classified as take out funding, refinance loan, investment loan that effectively repays the senior debt, mezzanine or equity and that is secured in conjunction with financing the development of the Scheme. The Refinance Transaction Fee will be due and payable when the Refinance Loan is funded.
 - Development Management fee:** The CLIENT agrees to pay an initial DM fee on appointment of **[Insert fee payable]**. During the subsequent period the CLIENT will pay HCL a fee of **[Insert fee £00,000]** a month for all services required to co ordinate the planning process and secure the required consent. On issuing of any planning consent the CLIENT will pay a performance bonus to HCL of **[Insert fee amount £000,000]**.
 - Fee Advance:** The first 30-day period of the advisory process commenced on **[Insert Date]**. Upon completion of the initial 30-day period, the CLIENT will advance to HCL **[Insert advance fee £00,000.00]** to cover the upfront costs and expenses HCL will incur over this period. During this period, HCL will have completed, where relevant, the following: 1) reviewed project material, 2) completed internal analysis, summary, models and other presentation material used for discussions with capital sources 3) identified suitable capital sources, 4) discussed project financing request with various lenders, and



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5) managed the flow of client information with capital sources. This advance will be credited against the Transaction Fee due at loan closing and noted above.

- c. This advance will also cover the upfront costs and expenses HCL has incurred over this period as well as reasonable travel and related expenses that may be incurred from this period and through a successful closing with the capital sources. HCL reserves the right to request additional advances before closing and funding, approved by the Client, in connection with this Agreement.
 - d. In the event that HCL secures a mezzanine, equity or joint venture partner and those groups can provide senior debt financing from their own relationship source, HCL will work exclusively with those capital sources and be remunerated as if the capital source was secured by HCL.
 - e. In the event that HCL secures a mezzanine, equity or joint venture partner that participates in future projects with the CLIENT, HCL will work exclusively with the CLIENT to close on future transactions with the respective mezzanine, equity or joint venture partners and be remunerated as if the capital source or partner was secured by HCL (exclusivity period) for a period of up to twenty four months as indicated in paragraphs 9 and 10 of this Agreement.
 - f. HCL will have the sole discretion of billing Client in sterling (GBP) or the equivalent United States Dollars (USD) based on the SPOT exchange rate on the date of billing as quoted by the Bank of England.
 - g. Wire instructions will be provided separately and/or be included with each invoice to the CLIENT by HCL.
5. **PAYMENT OF FEES.** Any portion of the Fees outstanding at closing shall become immediately due and payable in cash upon the closing of financing during the term of this Agreement. The CLIENT agrees that any of the transactions described in this paragraph 5 may not be closed under any circumstances unless HCL's fee is paid in full, less any amounts previously advanced and noted in paragraph 4 above, out of the first proceeds thereof regardless of holdbacks, earn-outs or partial fundings.
6. **HCL REPRESENTATIONS.** In consideration of the CLIENT's above written assurances of fair compensation, HCL promises to use good faith, best efforts and diligence in its efforts in accordance with performance of its duties and obligations under the Agreement.
7. **CLIENT RESPONSIBILITIES.** The CLIENT agrees to at all times act in good faith with respect to its obligations as outlined in this Agreement. The CLIENT agrees to provide any necessary reasonable information requested by HCL in connection with this Agreement in a timely fashion and understands that any delay in providing said information will cause a delay in HCL's work product and may severely impair HCL's ability to perform. The CLIENT may accept or reject any



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proposed loan offer relating to this Agreement at is absolute and sole discretion. In that case, and in the event that the debt or equity funding does not take place, no fees other than advances paid and noted and paragraph 4, will be due or payable.

- 8. **TERMINATION.** The CLIENT may terminate this Agreement at any time during the term of the Agreement with or without cause provided however that upon early termination of the Agreement by the CLIENT all fees earned before the date of termination will be immediately due and payable. HCL may terminate this Agreement at any time.
- 9. **CERTAIN TRANSACTIONS FOLLOWING TERMINATION.** In the event that the CLIENT finances an asset either directly or through a third party, within 24 months following the termination of this Agreement and such party is a source whose name was supplied to the CLIENT by HCL during the term of this Agreement, the CLIENT shall pay HCL the Fees described in paragraph 4 above.
- 10. **NON-CIRCUMVENTION.** The CLIENT agrees not to circumvent HCL, and agrees that it shall not negotiate directly or indirectly with HCL contacts, institutions, corporations, individuals, banks, lending institutions and/or trusts (hereinafter referred to as "Protected Parties") without the express written approval of HCL. The CLIENT agrees that it shall not contact, negotiate or deal with a Protected Party except through HCL as its exclusive agent, for a period of 24 months from the execution of this Agreement.
- 11. **NOTICES.** All notices, instructions and other communications required or permitted to be given hereunder must be in writing and will be deemed properly delivered when personally served, or sent by e-mail or registered mail addressed as follows:

Client to HCL:

Holistic Capital Ltd,
Kemp House 160 City Road
London
EC1V 2NK
UNITED KINGDOM

Attn: Mr. Paul Marsh

HCL to Client:

[Insert CLIENT address]

Attn: [Insert CLIENT OFFICER]

Or to such other addresses as HCL and the CLIENT designates in a writing.



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12. **Entire agreement** Each party on behalf of itself acknowledges and agrees with the other party that: this agreement together with any documents referred to in it constitute the entire agreement and understanding between the CLIENT and HCL and supersedes any previous agreement between them relating to the Engagement (which shall be deemed to have been terminated by mutual consent); In entering into this agreement neither party has relied on any Pre-Contractual Statement; and the only remedy available to it or arising out of or in connection with any Pre-Contractual Statement shall be for breach of contract. Nothing in this agreement shall, however, operate to limit or exclude any liability for fraud.
13. **Variation** No variation of this agreement or of any of the documents referred to in it shall be valid unless it is in writing and signed by or on behalf of each of the parties.
14. **Counterparts** This agreement may be executed in any number of counterparts, each of which, when executed, shall be an original, and all the counterparts together shall constitute one and the same instrument.
15. **Third party rights** Except as expressly provided elsewhere in this agreement and save for the benefit of the Individual in respect of Clauses 10.1 and 10.8, a person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement but this does not affect any right or remedy of a third party which exists, or is available, apart from under that Act. The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this agreement is not subject to the consent of any person that is not a party to this agreement.
16. **Governing law and jurisdiction** This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.



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IN WITNESS WHEREOF, the parties both represent that they have the authority to execute this Agreement and have willingly done so as of the day and year first written below.

Signatures: _____

Agreed to:

Holistic Capital Ltd

Signed: _____

Name: Paul Marsh

Title: Chief Executive Officer

Date: _____

Agreed to:

[Insert CLIENT Official signatory]

Signed _____

Name: _____

Title: _____

Date: _____