

Referral Partner Agreement

AMERISOURCE
Business Capital

This Referral Partner Agreement (the "Agreement") dated, September 9, 2019 (the "Effective Date"), is between Amerisource Funding, Inc. ("Amerisource", or "Us") and **Affiliates Capital** ("Referral Partner", or "You").

1. Amerisource is in the business of providing asset-based and factoring credit facilities to commercial companies and providing back-office servicing and administration of these credit facilities, including credit, collections and related A/R services.
2. Referral Partner is in the business of providing certain financial services and expects to identify potential customers who are seeking commercial financing or factoring.
3. For each funded client referred by Referral Source to Amerisource, Amerisource will pay Referral Partner a referral fee comprised of a Closing Fee and/or a Residual Fee, as shown below. Prior to a referred prospect becoming a funded client, Referral Partner shall irrevocably designate one of the following four compensation options for such funded client:

	<u>Closing Fee</u>	<u>Residual Fee</u>
Option I:	1.25% of Initial Funding Amount	--
Option II:	0.75% of Initial Funding Amount	Up to 4% of Net Monthly Fees
Option III:	0.25% of Initial Funding Amount	Up to 7% of Net Monthly Fees
Option IV:	--	Up to 10% of Net Monthly Fees

4. Closing Fees are based on the initial funding amount and are paid within 3 days of initial funding. Residual Fees are based on the net fees earned by Amerisource from the referred client based on invoices actually paid for the *life* of the factoring or financing agreement with the referred client.
5. Residual Fees are paid before the 15th of the month following the calendar month for which such fee calculation is made.
6. It is understood that Referral Partner is not an agent, employee or representative of Amerisource or any of its affiliates and has no authority to represent itself as such in any manner.
7. In the event of litigation regarding this agreement, the laws of the State of Texas shall apply and venue shall be Harris County, Texas. The prevailing party shall be entitled to recover reasonable attorney's fees, court cost and expenses of litigation.
8. Your referral must be based upon your having personal contact with the prospect and must be received in writing by us prior to our having had personal contact with such prospect. Your referral becomes effective as soon as Amerisource receives the basic Client Profile and accompanying information. This is subject to review on a case-by-case basis.
9. You will not concurrently refer a prospect to Amerisource and other finance or factoring companies. Further, upon submitting a prospect to Amerisource, you will notify Amerisource of all known finance companies who have previously reviewed the prospect.
10. In the event of default by a particular funded client, Residual Fee payments may be suspended or terminated for such funded client.
11. This agreement is entered into as of the Effective Date and may be modified or amended only in writing signed by both parties.

We look forward to a mutually beneficial relationship.

Allison Billings, Regional Market Manager

William Herrington, EVP & National Sales Manager

AGREED TO AND ACCEPTED this 21 day of July, 2020.

Referral Partner: X Aaron "Chuck" Lemar - MANAGING MEMBER
Chuck Lemar Email: financing.lemar@gmail.com

Company Name: Lemar FINANCIAL + Affiliates Capital

Tax ID No.: 46-1516929 OR SSN: _____

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HOUSTON CHRONICLE

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