OFFICE LEASE SERVICES AGREEMENT

This LEASE AGREEMENT (“Agreement”) dated as of *February 19, 2018* (the “Effective Date”) is entered into by and between Red Diamond Home Loans, LLC, (“Tenant/Subtenant”) and *Quality Real Estate, Inc.* (“Landlord/Sub-Lessor”) (collectively, the “Parties”).

1. Leased Facilities and Equipment.

1.1 Office Space. Commencing on the Effective Date, Landlord/Sublessor hereby leases to Tenant/Subtenant the office space identified in Exhibit A attached hereto (the “Leased Premises”). It is the intention of the Parties that the Leased Premises shall consist of adequate separate office space with business signage clearly identifying the Tenant/Subtenant’s business to the public, be suitable for the operation by Tenant/Subtenant of its business in a responsible business manner, and include use of appropriate common areas.

1.2 Furniture, Equipment and Facilities. In addition to the leasing of the Leased Premises, Landlord/Sublessor hereby leases to Tenant/Subtenant and otherwise permits Tenant/Subtenant to use, commencing on the Effective Date, the furniture, equipment and facilities listed on Exhibit B attached hereto (collectively the “Leased Furnishings”).

1.3 Use and Enjoyment. At all times during the term of this Agreement, Tenant/Subtenant shall have the full right to occupy and use the Leased Premises and the Leased Furnishings and shall peaceably and quietly enjoy the Leased Premises and Leased Furnishings without hindrance by Landlord/Sublessor or anyone claiming through Landlord/Sublessor.

1.4 Changes in Items Leased. If the Parties agree to increase, decrease or modify the Leased Premises or Leased Furnishings hereunder, then such change shall be in writing, signed by each Party.

1.5 Related Services; Repairs and Maintenance. In the Leased Premises, Landlord/Sublessor shall provide, or cause to be provided, heating, air conditioning, electricity, water and other utilities, and elevator, cleaning and janitorial services consistent with the utilities and other services provided in the respective offices in which the Leased Premises are located and suitable for an office that is used to conduct business with the public. To the extent that a Leased Furnishing requires repair, maintenance or upgrade, Landlord/Sublessor shall arrange for the work to be performed by a qualified person and shall pay all bills for such work.

1.6 Insurance. Landlord/Sublessor shall obtain and pay for all fire, theft, liability and other insurance on the Leased Premises and all Leased Furnishings, providing standard coverage for all risks of loss or damage thereto and liability on account of use thereof.

1.7 Use. Tenant/Subtenant shall use the Leased Premises and Leased Furnishings hereunder in a careful and proper manner and shall comply with and conform to all applicable federal, state, municipal and other laws, ordinances and regulations relating to the possession or use thereof. Tenant/Subtenant shall return to Landlord/Sublessor the Leased Premises and all furniture and equipment leased hereunder upon the termination of this Agreement with respect to each such item in the same condition as of the time such item first was leased hereunder, except for ordinary wear and tear.

1.8 Ownership.

(a) Tenant/Subtenant acknowledges that the Leased Premises and each item of furniture and equipment leased by Tenant/Subtenant under this Agreement is owned or leased by Landlord/Sublessor. Without the express prior written consent of Landlord/Sublessor, Tenant/Subtenant shall not sell, transfer, lease, sublease or assign, or allow any liens, claims or encumbrances to attach to, the Leased Premises or any item of furniture or equipment leased under this Agreement.

(b) Landlord/Sublessor acknowledges that each item of furniture and equipment owned, or leased from another party, by Tenant/Subtenant and maintained in the Leased Premises, is owned or leased by Tenant/Subtenant and, without the express prior written consent of Tenant/Subtenant, Landlord/Sublessor shall not (i) sell, transfer, lease, sublease or assign, or allow any liens, claims or encumbrances to attach to, any such item of furniture or equipment or (ii) use any such item of furniture or equipment. Additionally, Landlord/Sublessor shall be responsible for any damage to any such item of furniture or equipment caused by an employee, agent or representative of Landlord/Sublessor.

1.9 Subject to Master Lease. If applicable, this Agreement is subject and subordinate to the lease agreements between Landlord/Sublessor and the owners of the Leased Premises and the Leased Furnishings, and Tenant/Subtenant shall comply with all requirements, rules and regulations under such lease agreements.

2. Fees.

* 1. Lease Fee. For Landlord/Sublessor’s leasing of the Leased Premises and Leased Furnishings hereunder, from the Effective Date, Tenant/Subtenant shall pay to Landlord/Sublessor a monthly fee (the “Lease Fee”). If the Effective Date is other than the first day of a month, or the termination of this Agreement is effective on a date that is other than the last day of a month, the Lease Fee for the applicable month shall be prorated. The amount of the initial Lease Fee is set forth in Exhibit C attached hereto. Not less than thirty (30) days prior to each anniversary of the Effective Date, and, in addition, when requested by Landlord/Sublessor or Tenant/Subtenant based on changes in the time devoted, and costs incurred, by Landlord/Sublessor to provide the Leased Premises and the Leased Furnishings, the Parties shall assess whether a revision of the Lease Fee in effect at the time is warranted. If the Parties agree to so change the amount of the Lease Fee, the revised fee shall be reflected in a writing signed by the Parties. In the event the Parties do not agree to so change the amount of the Lease Fee, the Lease Fee in effect at that time shall continue as the Lease Fee, subject to future revision in accordance with this Section 2.1. The Parties acknowledge and agree that the Lease Fee is intended to represent the general market value of the leasing of the Leased Premises and the Leased Furnishings hereunder. It is acknowledged between the Parties that there is no agreement or understanding regarding referrals.

2.2 Payment. Each monthly Lease Fee payment shall be due on the first business day of each month during the term of this Agreement and is payable no later than the fifth business day of each such month. For the month in which the Effective Date occurs, if such date is after the first business day of the month, the Lease Fee for the month is due on the Effective Date and is payable no later than the fifth business day after the Effective Date. Upon the termination of this Agreement, Tenant/Subtenant shall have ten (10) days following the termination date to pay the final Lease Fee then due and owing to Landlord/Sublessor through the termination date.

3. Obligations of Tenant/Subtenant. In addition to its other obligations hereunder, Tenant/Subtenant expressly agrees to be bound by the following terms under this Agreement:

3.1 Tenant/Subtenant agrees that the Leased Premises shall be used solely for the purpose of providing services as a mortgage lender or broker, and for no other purpose.

3.2 Tenant/Subtenant will not make any alterations whatsoever to the Leased Premises and the furniture and equipment leased hereunder without the prior written consent of Landlord/Sublessor.

3.3 Tenant/Subtenant agrees to observe and abide by in all material respects all reasonable rules and regulations established by Landlord/Sublessor from time to time concerning the operation and use of the Leased Premises and the furniture and equipment leased hereunder.

3.4 Tenant/Subtenant shall permit Landlord/Sublessor, or its designated agents, to enter the Leased Premises at times requested by Landlord/Sublessor for the purpose of inspecting the same and the furniture and equipment leased hereunder to determine whether Tenant/Subtenant is complying with the terms of this Agreement and for any other lawful purpose.

4. Term of Agreement; Termination.

4.1 The term of this Agreement shall be ongoing, unless terminated in accordance with this Section 4.

4.2 Notwithstanding any other provision in this Agreement to the contrary, this Agreement may be terminated by either Party, with or without cause, upon *thirty (30)* days advance written notice given by one Party to the other Party.

4.3 This Agreement may be terminated at any time upon the mutual agreement of the Parties.

4.4 The provisions of Sections 2.2 (with respect to payment of the Lease Fee through the date of termination), 4.4, 5, 6 and 7 shall survive the termination of this Agreement.

5. Confidentiality.

5.1 Confidentiality and Non‑Disclosure. The Parties each acknowledge and agree that, in connection with this Agreement, each Party and its employees or agents may, directly or indirectly, receive or be provided with certain information relating to the other Party’s business and operations ("Confidential Information"). Each Party acknowledges that the other Party considers all such information valuable, confidential and proprietary. Therefore, each Party expressly agrees that, except as otherwise required by applicable law, court or governmental order:

(a) Such Party, and its employees and agents, will not, without the other Party’s express, written permission, use or disclose any Confidential Information of the other Party, and any use or disclosure of Confidential Information shall be limited to the specific purposes for which the use or disclosure was authorized;

(b) Such Party will take all steps reasonably necessary to protect the Confidential Information of the other Party, including, at a minimum, any such steps that such Party would take to protect its own Confidential Information; and

(c) Such Party agrees to return the Confidential Information of the other Party, and all notes, copies and other associated materials containing such Confidential Information, to the other Party upon request.

5.2 GLBA. Each Party agrees to comply with the privacy and safeguarding requirements of the federal Gramm-Leach-Bliley Act (15 USC § 6801 *et seq.*) and the applicable regulations thereunder with regard to the information of the other Party that is subject to such act and regulations.

6. Arbitration and Related Matters.

6.1 In the event of any dispute, controversy or claim between the Parties arising out of or relating to any matter set forth in this Agreement, the Parties shall meet (whether in person or by telephone) to discuss an appropriate and reasonable resolution thereof. Efforts to resolve any such dispute, controversy or claim shall be conducted in good faith and with the intent to resolve such matter fairly. If such dispute, controversy or claim cannot be resolved in that manner, it shall be settled exclusively by arbitration to be held in a mutually convenient location in \_\_\_\_\_\_\_\_\_\_\_, or such other place as the Parties may agree in writing, before a panel of three arbitrators selected as set forth below, which arbitration shall be conducted in accordance with the then existing rules and regulations of the American Arbitration Association, applying the substantive law of \_\_\_\_\_\_\_\_\_\_\_. Each Party shall select an arbitrator within fifteen (15) days of the date of the notice of such dispute, controversy or claim, and the two arbitrators selected shall then appoint a third arbitrator within thirty (30) days of their appointment. The determination by a majority of the three arbitrators shall be binding. The arbitrators shall have the broadest discretion permissible under \_\_\_\_\_\_\_\_\_\_\_ law, including without limitation the right to permit reasonable discovery and to entertain pre-hearing and post-hearing motions. In any arbitration proceeding arising under this Agreement, the arbitrators may not change, modify, or alter any express condition, term, or provision hereof, and to that extent the scope of their authority is limited. Judgment may be entered on the arbitrators’ award in any court having jurisdiction over the parties. Notices, petitions, and any other process relating to the arbitration shall be sufficient if served personally or by registered mail, return receipt requested, or by overnight courier.

6.2 The losing Party in any arbitration shall pay all costs and expenses (including reasonable attorneys' fees) related to the arbitration that have been incurred by the other Party; provided, however, that if fault is found to exist with regard to both Parties, all such costs and expenses of the Parties shall be apportioned according to fault, as decided by the arbitrators.

6.3 Notwithstanding Section 6.1, a Party may seek from any court of competent jurisdiction any provisional remedy, including without limitation a temporary restraining order or a temporary or permanent injunction, that may be necessary to protect any rights or property of the Party pending the award of the arbitrators. If a Party shall bring an action, claim, suit or proceeding against the other Party pursuant to this Section 6.3, the prevailing Party shall be entitled to its costs and expenses, including without limitation its reasonable attorneys' fees and costs.

7. Assignment. Neither Party may assign this Agreement without the express written consent of the other Party.

8. Governing Law. Both Parties agree that this Agreement shall be governed by federal law and the law of \_\_\_\_\_\_\_\_\_\_\_, as applicable, without reference to the conflict of laws provisions thereof.

9. Severability. If any provisions of this Agreement are now, or become, in violation of any local, state or federal law, then said provisions shall be considered null and void with all other provisions remaining in full force and effect.

10. Amendment. This Agreement may be amended and any provision hereof waived, but only in writing signed by the Party against whom such amendment or waiver is sought to be enforced.

11. Captions. The headings and captions in this Agreement are for ease of reference only and shall not be relied upon in construing any provision hereof.

12. Notices. All notices and statements to be given under this Agreement are to be in writing, delivered by hand, facsimile, overnight express or similar service, or first class United States mail, postage prepaid and registered or certified with return receipt requested, to the following addresses or facsimile numbers, as applicable (which addresses and facsimile numbers may be revised by written notice in accordance with this Section):

Landlord/Sublessor:

Tenant/Subtenant:

All written notices and statements shall be deemed given, delivered, received and effective upon personal delivery or facsimile, one (1) calendar day after sending by overnight express or similar service, or two (2) calendar days after mailing by first class United States mail in the manner set forth above.

13. Counterparts. This Agreement may be executed in any number of counterparts. Each counterpart so executed shall be deemed an original, but all such counterparts shall together constitute one and the same instrument.

14. No Waivers; Remedies Cumulative. The waiver of any breach of this Agreement shall not be construed to be a waiver of any other or subsequent breach. All remedies afforded by this Agreement for a breach hereof shall be cumulative; that is, in addition to all other remedies provided for herein or by law or in equity.

15. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the Parties and, except as otherwise limited herein, their respective successors and assigns.

16. Benefit of Parties Only. This Agreement is made for the sole benefit of the Parties hereto and of their respective successors and permitted assigns. Nothing herein shall create, or be deemed to create, a relationship between the Parties, or either of them, and any third person in the nature of a third party beneficiary, equitable lien or fiduciary relationship.

17. Construction. This Agreement shall be construed fairly as to both Parties and not in favor of or against either Party, regardless of which Party prepared this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Lease Agreement to be executed as of the date first shown above.

*Quality Real Estate, Inc.* Red Diamond Home Loans, LLC

By: By:

*Ralph Goodagent Joseph Executive*

Its: *President*  Its: *President*

**EXHIBIT A**

**LEASED PREMISES**

Office of Landlord/Sublessor: **[Insert Property Address]**

Approximately \_\_\_\_\_\_\_\_ square feet of office space, described more fully as follows: **[Insert Specifics]**

**EXHIBIT B**

**LEASED FURNISHINGS**

**EXHIBIT C**

**LEASE FEE**

The Lease Fee shall be: