

Commercial Equity Partners Ltd
DEBT INVESTMENT AGREEMENT
Premium Account

THIS **DEBT INVESTMENT PURCHASE AGREEMENT** is entered into on this 13th day of March, 2009, by and between:

John Doe, 900 E 32nd Street, Your City, Your State, 00000

(Hereinafter “Investor”)

And

Commercial Equity Partners, Ltd 1000 N West Street, Suite 1200, Wilmington, DE 19801

(Hereinafter “Company”)

WHEREAS, Company is the sole owner of mortgage securities and will continue to generate additional mortgage securities through its engagement in the business of private commercial real estate lending and

WHEREAS, Company desires for Investor to invest funds to be used to issue new mortgage securities in the expansion of our portfolio. This agreement is considered a debt investment and Investor is aware of the risk and that this is not an FDIC insured investment; and

WHEREAS, Investor has the financial wherewithal and is qualified to obtain this agreement and future agreements and desires to finance Investor with an aggregate value of Eleven Thousand and Six Hundred Dollars (\$11,600) USD from the Company under the terms and conditions stated herein and

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein, and other good and valuable considerations, the receipt of which is acknowledged, Investor and Company agree as follows:

1. **Recitals.** All “Whereas” Clauses and other matters set out herein are incorporated herein by reference and are truthful and accurate
2. **Initial Value \$11,600.**
3. **Fee.** The fee paid by Company to Investor for said debt investment is two part:
 - i. Nine point eight-five-zero percent (9.850%) per annual, compounded monthly. Interest may be paid quarterly, semi-annually or at end of term. Just inform your account manager.

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- ii. Client will also receive 7,500 Miles with airline that we can issue miles with.
 - iii. Investor will receive quarterly account statements, along with annual financial statements and will have access to their account online.
 - A. Upon Company receiving good funds in United States Dollars in the amount of the above said purchase of contract and Company's acceptance of this agreement, Company will provide Investor via regular mail with the following within five (5) business days, one copy of this agreement officially executed by proof of original signature by an authorized officer of the Company.
 - B. In the event Investor inadvertently losses and/or destroys interest check, Investor shall pay the Company a processing fee to replace those checks missing. This processing fee is Thirty-five dollars (\$35) per replacement check. This total fee shall be deducted from the next due payment to Investor.
 - C. Investor may elect for direct deposit of interest payment monthly by initialing here _____
4. **Principal Repayment.** Unless Investor elects to terminate this agreement prematurely as provided by the provision set forth in Paragraph 9, one check totaling the above said purchase amount, plus earned interest growth will be issued in U.S. Dollars and sent to Investor within one (1) week after the termination of this eighteen (18) month agreement.
5. **Representations and Warranties of Company.** Company hereby represents and warrants to Investor that:
- A. Company is a validly formed existing business in good standing under the laws of Delaware since 2008 and is properly licensed and authorized to operate its business as a corporation. Company was formed originally as Oxford Capital Partners as a limited partnership in Georgia in 2006.

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- B. It is hereby certified that none of the General Partners or Officers of Commercial Equity Partners Ltd. itself, has been convicted of Fraud, Unfair or deceptive Business Practices or a violation of a law regulating franchises or business in general for at least the past ten years.
- C. It is hereby certified that none of the General Partners or Officers of Commercial Equity Partners Ltd. itself, has any pending liability in any civil action for Misrepresentation, Unfair or Deceptive Business Practices or violating any law regulating franchises or businesses, including a failure to provide proper disclosure to an investor.
- D. It is hereby certified that in the previous five years there have been no Bankruptcy or Insolvency Proceedings, voluntary or otherwise against any Directors, General Partners or Officers of Commercial Equity Partners Ltd or against any partnerships involving the above named parties or against any of the above named parties personally.
- E. Company has and will continue to generate revenues through its engagement in the business of providing the business commercial real estate bridge loans.
- F. There are no additional costs to Investor related to the purchase of the Debt Investment stated herein. All expenditures and/or fees needed to facilitate this agreement including but not limited to all postage an/or courier charges and fees to independent Purchasing agents are paid directly by the Company from the Company's operating bank account.
- G. Company will immediately notify Investor in writing of any proposed change of the Company's address, name identity, legal entity, and/or corporate structure.
- H. Investor shall have the right, but not the obligation, to settle any dispute directly with the Company's Borrower, however, any such settlement shall not relieve the Company of responsibility for full payment of such Account. Company further agrees to repurchase from Investor in the event of a presumed dispute and/or breach of warranty, all checks, which have had 15 days, elapse since the original check date.
- I. Company is not and will not be insolvent as that term is defined under bankruptcy law.

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6. **Representations and warranties of Investor.** Investor hereby represents and warrants to the Company that:
- A. Investor is acquiring the Debt Investment described herein for the purposes of benefiting directly from the terms and conditions stated herein, without any intention of selling or distributing all or any part of the same.
 - B. Investor is able to bear the economic risks of purchasing said Debt Investment and does not have any reason to anticipate any change in Investor's circumstances, financial or otherwise, nor any other particular occasion or event which would cause Investor to terminate this agreement prematurely.
 - C. Investor agrees that in no event will the Investor attempt to sell or distribute Debt Investment purchased unless in the opinion of the Company counsel such Debt Investment may be legally sold.
 - D. Investor acknowledges the reporting and payment of taxes outside the jurisdiction of Georgia is solely Investor's responsibility.
 - E. Investor has had the opportunity to complete due diligence to the Investor's full satisfaction prior to the purchase of said Debt Investment. Due to Investor's experience in business and investments, Investor is competent to make an independent decision with respect thereto on the basis of Investor's due diligence to the offer.
7. **Default.** Any one or more of the following shall represent a default under this Agreement:
- A. Company fails to pay any indebtedness to Investor when due.
 - B. Company's breach of any term, warranty or representation made hereunder.
 - C. Investor's breach of any term, warranty or representation made hereunder.
8. **Confidentiality.** Investor acknowledges that any knowledge or information relating to the Company and the Company's business and its operations is valuable, proprietary and confidential in nature, and Investor agrees to maintain full confidentiality of such information.
9. **Termination.** This Agreement shall continue in full force and effect for eighteen (18) months from the date of the Company's acceptance of this agreement, unless terminated by forty-five days (45) written notice by Investor to the Company.

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1. In the event Investor elects to terminate this agreement prematurely, Company will, within forty-five (45) days of receipt of said written notice send Investor a payment in the amount of the above said total purchase.

2. Upon early termination, Investor will lose all earned interest paid in the pass two months, as a penalty for early termination.

10. Miscellaneous.

- A. **Waivers.** No action taken pursuant to this agreement, including any investigation by or on behalf of any party, shall be deemed to constitute a waiver by the party taking such action or compliance with any representation, warranty, covenant or agreement contained herein or any documents delivered in connection herewith. No waiver by any party hereto of any right or remedy shall be effective unless in writing and signed by the party waiving said right or remedy. A waiver of a right, remedy or particular section or heading under this Agreement is not a waiver of rights or remedies of any other section(s) or headings(s) herein.
 - B. **Notices.** All notices, request, demands and other communications which are required or may be given under this Agreement shall be in writing and shall be delivered by first class mail, postage and delivery confirmation prepaid, or courier, transportation prepaid, to the party at the address herein contained or to such other address as such party shall have specified in writing by notice. Any and all such notices shall be deemed to have been received on the date of actual receipt.
 - C. **Sections and other Headings.** The section numbers and other headings contained in this Agreement are reference purposes only and shall not affect the meaning or interpretation of this Agreement.
11. **Governing Law.** This Agreement, and all transactions contemplated hereby, shall be governed by, construed and enforced, in accordance with the Laws of the State of Delaware. The parties hereto waive trial by jury and agree to submit to the personal jurisdiction and venue of a court of subject matter jurisdiction located in Delaware. In the event that litigation results from or arises out of this Agreement or the performance hereof, the parties to this Agreement agree to reimburse the prevailing party's reasonable attorney's fees, court costs, and other reasonable expenses, whether or not taxable by the court as cost, in addition to any other

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relief to which the prevailing party may be entitled. In such event, no action shall be entertained by said court or any other court of competent jurisdiction if filed more than one year subsequent to the date the case(s) of action actually occurred regardless of whether damages were, otherwise as of said time, calculable.

- 12. **Effective Date.** This Agreement shall become effective upon acceptance and execution hereof by Investor or Investor's authorized representative and acceptance and execution hereof by the Company or the Company's authorized representative and will begin on the date that Company receives good funds as stated in Paragraph 2.
- 13. **Term.** Notwithstanding the provisions set forth in paragraph 9, the term of this Agreement is for a period of eighteen months (18) from date of execution by the parties hereto, subject to one (1) twelve (12) month renewal at current rates.
- 14. **Acknowledgement.** Company has no knowledge of existence of any tax liens.

IN WITNESS WHEREOF, this agreement has been executed by Commercial Equity Partners Ltd by duly authorized director of the Company, and attested under the seal of the Company, all on the date and year set out below.

SIGNED AND DELIVERED IN THE PRESENCE OF

By: *Lawrence St James*
Signature

Lawrence St James, CEO
Commercial Equity Partners Ltd

By: _____
Signature Title if by Trust or Entity

Account Holder

By: _____
Signature

Joint -Account Holder