LiButti Capital Referral Program Terms and Conditions

Grenadicci LLC DBA LiButti Capital | Company NMLS #2682926

Effective Date: July 27, 2026

Version 1.1 (2026)

1. Program Description

Grenadicci LLC DBA LiButti Capital ("LiButti Capital," the "Company," "we," or "us") offers a referral program (the "Program") under which an eligible participant (a "Referrer") may earn a one-time referral payment of One Thousand Dollars ($1,000) for each Qualifying Referral, as defined below, that results in a loan closed and funded through LiButti Capital. Participation in the Program is subject to these Terms and Conditions (the "Terms"). By submitting a referral, or by accepting any payment under the Program, the Referrer agrees to be bound by these Terms.

2. Loan Types Covered and Eligible Property States

The Program applies only to business-purpose investment property loans brokered by LiButti Capital, specifically:

- DSCR (Debt Service Coverage Ratio) investment property loans;
- Non-QM investment property loans; and
- Bank-statement investment property loans, where applicable.

The Program does not apply to owner-occupied loans, primary residence loans, second home loans, or any consumer-purpose loan, including any federally related mortgage loan subject to the referral fee prohibitions of Section 8 of the Real Estate Settlement Procedures Act (RESPA). No payment will be made under this Program in connection with any transaction where such payment would be prohibited by applicable law.

Eligible property states. The Program applies only to referrals for properties located in the following states: AL, AK, AR, CO, CT, DC, DE, FL, GA, HI, IL, IN, KS, KY, LA, ME, MD, MA, MS, MO, NH, NM, OH, OK, PA, RI, SC, TN, TX, VA, WA, WV, WI, and WY. In addition, the referred loan must close in the name of a limited liability company or corporation. Referrals involving property in any other state, and referrals for loans that close in the name of an individual, are not eligible for payment. LiButti Capital may add or remove states from this list at any time, in its sole discretion, and will not issue any payment where doing so would be prohibited by applicable federal or state law.

3. Referrer Eligibility

To be eligible to receive a payment under the Program, the Referrer must satisfy all of the following at the time of the referral and at the time of payment:

- Be at least eighteen (18) years of age and have a valid U.S. taxpayer identification number;
- Not be an employee, loan officer, loan originator, broker, independent contractor, processor, or affiliate of LiButti Capital;
- Not be a licensed real estate agent, real estate broker, mortgage broker, or mortgage loan originator;
- Not be a settlement service provider with respect to the referred transaction, including without limitation any appraiser, title or escrow agent, attorney, inspector, insurance agent, or surveyor;
- Not be a party to the referred transaction, including the borrower, any guarantor, the seller, or any agent of the foregoing (self-referrals are prohibited); and
- Perform no settlement-service activity, loan origination activity, application assistance, or negotiation of loan terms, at any time before or after the introduction. The Referrer’s role is strictly limited to introducing the prospective borrower to LiButti Capital.

4. Qualifying Referral

A "Qualifying Referral" means a referral that satisfies all of the following:

- The referral is submitted to LiButti Capital through the official Referral Submission Form before the referred borrower submits a loan application to LiButti Capital;
- The referred borrower is not an existing client of LiButti Capital and has no active application or loan in process with LiButti Capital within the ninety (90) days preceding the referral;
- The referred property is located in an eligible state and the loan closes in the name of a limited liability company or corporation, as described in Section 2;

- The referred borrower applies for a covered loan type described in Section 2, and the loan closes and funds through LiButti Capital; and
- LiButti Capital's compliance review confirms the referral, the loan closing, the identity of the borrower, and the Referrer's eligibility under these Terms.

One referral payment is payable per closed and funded loan. If more than one person refers the same borrower, the first Qualifying Referral received by LiButti Capital controls.

5. Payment Amount and Timing

The referral payment is One Thousand Dollars ($1,000) per Qualifying Referral. Payment will be issued within thirty (30) days after the latest of: (a) the closing and funding of the referred loan; (b) completion of LiButti Capital's compliance verification; and (c) LiButti Capital's receipt of the Referrer's completed and signed IRS Form W-9. Referral payments are earned only upon satisfaction of all conditions in these Terms and are recorded and tracked by the Company for tax reporting purposes regardless of amount.

6. IRS Form W-9 Requirement

Before any payment is issued, the Referrer must deliver to LiButti Capital a completed and signed IRS Form W-9. If a valid Form W-9 is not received, or if the information provided is missing or invalid, LiButti Capital will either (a) delay payment until a valid Form W-9 is received, or (b) apply federal backup withholding at the rate of twenty-four percent (24%) as required by the Internal Revenue Code and remit the withheld amount to the IRS, with such withholding reported on IRS Form 945.

7. Tax Treatment and Form 1099-NEC

Referral payments are taxable income to the Referrer under Section 61 of the Internal Revenue Code. If total reportable payments of any kind made by LiButti Capital to the same recipient equal or exceed Two Thousand Dollars ($2,000) in a calendar year, LiButti Capital will issue IRS Form 1099-NEC to the recipient for the full amount paid, including referral payments. The Referrer is solely responsible for all federal, state, and local taxes arising from any payment under the Program. Nothing in the Program creates an employment, agency, partnership, or contractor relationship between the Referrer and LiButti Capital.

8. Fraud Prevention

LiButti Capital maintains fraud-prevention controls for the Program, including validation of borrower and Referrer identity, confirmation of loan closing, and maintenance of referral audit logs. LiButti Capital may investigate any referral and may withhold, deny, or recover any payment that it determines, in its sole discretion, was obtained through fraud, misrepresentation, self-referral, or any violation of these Terms.

9. Disqualification

LiButti Capital may disqualify a referral or a Referrer, and may withhold or recover payment, if any of the following occurs:

- The Referrer provides false, incomplete, or misleading information;
- The referral is a self-referral or is submitted by or on behalf of a prohibited person described in Section 3;
- The Referrer participates in the loan process after making the introduction, including discussing loan terms or pricing with the borrower, assisting with the loan application or supporting documents, or acting as an intermediary between the borrower and LiButti Capital or any lender;
- The referred property is not located in an eligible state, or the loan does not close in the name of a limited liability company or corporation, as described in Section 2;
- The payment is tied to, or conditioned upon, any settlement service, or creates a conflict of interest;
- The referral or payment would violate RESPA, state mortgage law, or any other applicable law or regulation; or
- The Referrer otherwise breaches these Terms.

LiButti Capital's determinations regarding eligibility, qualification, and disqualification are final.

10. Regulatory Compliance

The Program is structured as a consumer referral program for business-purpose DSCR and non-QM investment property loans in which the Referrer is not a party to the transaction, performs no settlement-service or loan origination activity, and whose role is limited to introducing a prospective borrower to LiButti Capital. The Program prohibits payments to licensed real estate agents, real estate brokers, mortgage brokers, and mortgage loan originators, payments tied to settlement service providers, and payments that create conflicts of interest. Program eligibility is further limited by property state and entity vesting as described in Section 2, and LiButti Capital will not issue any payment where doing so would be prohibited by applicable federal or state law. Nothing in the Program is an offer to lend, a commitment to lend, or a guarantee of loan approval. All loans are subject to underwriting, eligibility, and approval.

11. Program Modification and Termination

LiButti Capital may modify, suspend, or terminate the Program, or amend these Terms, at any time and for any reason, with or without notice. Referral payments earned in full (that is, the referred loan has closed and funded and compliance verification is complete) prior to the effective date of termination will be honored in accordance with these Terms. No payment accrues for referrals that have not resulted in a closed and funded loan as of the date of termination.

12. Records and Retention

LiButti Capital will retain Program documentation, including referral confirmations, loan closing confirmations, payment authorizations, Forms W-9, Forms 1099-NEC where applicable, fraud-prevention logs, and records of acceptance of these Terms, for a period of seven (7) years.

13. Dispute Resolution; Governing Law; Venue

These Terms are governed by the laws of the State of California, without regard to conflict of law principles. Any dispute, claim, or controversy arising out of or relating to the Program or these Terms shall be resolved exclusively by binding arbitration administered by the American Arbitration Association (AAA) under its Commercial Arbitration Rules, before a single arbitrator, with the arbitration conducted in Sacramento County, California. Judgment on the award may be entered in any court of competent jurisdiction. The Referrer and LiButti Capital each waive any right to a jury trial and agree that any claim may be brought only in an individual capacity and not as a plaintiff or class member in any purported class or representative proceeding. Either party may bring an individual claim in small claims court in lieu of arbitration.

14. General Provisions

These Terms constitute the entire agreement between the Referrer and LiButti Capital with respect to the Program and supersede all prior communications on the subject. If any provision of these Terms is held unenforceable, the remaining provisions remain in full force and effect. The Referrer may not assign any rights under the Program. LiButti Capital’s failure to enforce any provision is not a waiver of that provision.

Referrer Acceptance

By signing below, or by submitting a referral through the Referral Submission Form, the Referrer acknowledges that they have read, understood, and agree to be bound by these Terms and Conditions, and certifies that they meet the eligibility requirements of Section 3 and the property state and entity vesting requirements of Section 2.

Referrer Printed Name	Referrer Signature	Date