

## ALB Commercial Capital Mortgage Broker Agreement

THIS MORTGAGE BROKER AGREEMENT ("The Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2013 by and between ALB Commercial Capital ("ALB") with its principal office located at 2476 Lake Ave, Altadena, California 91001 and \_\_\_\_\_ with its principal place of business at \_\_\_\_\_ ("Broker")

NOW THEREFORE, for valuable consideration both parties fully agree and consent to the following terms and conditions:

**Business Purpose:** ALB is in the business of originating and funding debt, equity and hybrid capital for the financing of commercial real estate transactions ("the Financing"). Broker desires to facilitate the introduction of prospective clients ("the Borrower") interested in the Financing to ALB, and to act in good faith in performing whatever duties are necessary to assist ALB in closing the Financing and ALB desires Broker to perform such services.

**Term of the agreement:** This agreement shall remain in force until cancelled by either party. This agreement may be cancelled by either party with thirty (30) days written notice. Such cancellation in no way will affect any liabilities existing or which may become existing on transactions entered into prior to the date of cancellation.

**Broker Representations:** The Broker shall submit applications for loans, the requirements of which in terms of amounts, rates, security and other qualifying features will meet the guidelines established by ALB ( which may be adjusted from time to time) to meet ALB's investors, capital partners, or correspondent requirements. Broker hereby agrees to furnish any and all financial statements, real estate information and other additional items which may be required by ALB( all obtained at Broker's expense) to enable ALB and it's investors, capital partners, and correspondents to evaluate the loan application for it's approval. Broker hereby warrants that all information furnished to ALB for investor, capital partners or correspondents use in evaluating the creditworthiness of the Borrower (s) or collateral value of the property shall be accurate and complete. If ALB determines that additional information or action by Broker is needed to facilitate approving, funding the loan application and attaining post closing documents Broker agrees to provide any and all of these services at their own expense.

Broker represents, warrants and covenants that all documentation or instruments submitted by Broker or Broker's agents in connection with such loan applications will be valid truthful and genuine, being what on their face they purport to be. Broker represents warrants and covenants that Broker will comply with all laws, both State and Federal, as may be applicable to Broker, including but not limited to, the Truth-in Lending Act. Federal Regulation Z, Equal Credit opportunity Acts, Patriots act, Real Estate Settlement Practices Act, etc. Broker further warrants, represents and covenants that Broker possesses all valid licenses, permits and statutory approval as may be required by Federal, State and Local Law or regulations as covered in this agreement.

**ALB Representations:** ALB in its sole discretion may reject any application submitted by Broker or choose not to provide financing to Broker's clients. ALB reserves the right to reject any application or decline Financing based upon ALB internal credit decision making, underwriting guidelines, or other lending criteria and shall have no liability to Broker, or Borrower in the event that ALB declines Financing for any reason whatsoever.

**Confidentiality and Non-Disclosure:** Broker hereby acknowledges that ALB's capital partners, correspondents, and investors are and shall remain the exclusive property of ALB and Broker agrees to hold and treat said capital partners, correspondents and investors as confidential information and will not directly or indirectly disclose the confidential information to any third party for a period of two years after the termination of this agreement. Broker understands and acknowledges that any disclosure of the confidential information without ALB's prior written consent will cause irreparable harm to Lender and no amount of monetary damages will be sufficient to cure such damage to Lender.

**Compensation to Broker:** All compensation due to Broker from Lender will be negotiated on a case by case transaction specific basis. The Broker's compensation shall be paid by ALB after closing out of ALB's escrow account. ALB may or may not receive a YSP on this transaction.

**Relationships between the parties:** Broker is an independent contractor and not an agent or employee of ALB. Broker will not directly or indirectly, publicly or privately represent to any Borrower or any other third party, that it is an agent or employee of ALB. Any use by Broker of ALB's brand, lending programs, underwriting guidelines or collateral material is strictly prohibited without prior written consent of ALB.

**Conflict Resolution:** The parties agree to submit any dispute or controversy, at law or in equity, to arbitration under the rules of the American Arbitration Association. Said dispute shall be heard in the county of Los Angeles, in the state of California. The prevailing party shall be entitled to legal costs, arbitration costs and arbitrators fees. Attorney's fees may not be awarded by arbitrator, but in the event that legal action becomes necessary to confirm and/or collect the award of the arbitrator, the prevailing party in arbitration shall be entitled to reasonable attorney's fees for any post arbitration action or appeal thereof. Judgment upon the award rendered by arbitrator may be entered in any court having jurisdiction thereof.

**Miscellaneous:** This agreement contains the entire agreement between the parties with respect to the rights granted and obligations assumed under this agreement. This agreement may not be amended or modified except in writing signed by the party against whom enforcement is sought. Captions of headings of paragraphs in this Agreement are for convenience only and shall be disregarded in construing this agreement. This Agreement may be executed in multiple counterparts. This Agreement shall be construed and enforced under the laws of the state of California.

In witness whereof, the parties hereto have executed this Agreement in the space provided below as of the date shown above. All notices pursuant to this Agreement shall be deemed sufficient if in writing, delivered personally or sent by certified mail, return receipt, postage prepaid, as follows:

**If to: ALB Commercial Capital**  
**2476 Lake Ave. Altadena, CA 91001 toll free: 800.510.2214**

ALB's Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
signature

Printed Name: \_\_\_\_\_

**If to Referring Broker**

Broker's Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ FAX: \_\_\_\_\_

E-mail: \_\_\_\_\_

By signing below, Broker warrants that they are authorized to sign on behalf of and to bind Referring Broker to this Agreement. For the purpose of signing this agreement, a fax copy shall be deemed as an original.

Referring Broker's Signature:  
By: \_\_\_\_\_ Title: \_\_\_\_\_  
Signature

Date: \_\_\_\_\_

Broker's Printed Name: \_\_\_\_\_