



Broker Agreement

THIS AGREEMENT (“Agreement”) is entered into in the **State of Florida** this _____ day of _____, _____ between Alliance Business Capital Inc., its assigns or successors as their interest may appear, hereinafter referred to as (“Alliance”) and _____ hereinafter referred to as (“Broker”).

WHEREAS Broker seeks to become an approved broker of commercial real estate loans to Alliance and,

WHEREAS the parties wish to establish a non-exclusive relationship and for the benefit of Alliance and Broker, Broker will submit to Alliance, from time to time, selected and completed commercial real estate loan applications for review, underwriting and potential approval by Alliance or an Alliance assignee.

AGREEMENT

Now therefore, in consideration of the promises, covenants and agreements hereinafter contained, the parties hereby agree as follows:

1) General Broker Responsibility:

Broker shall perform all of the following duties and functions at Broker’s sole expense and Broker hereby agrees to truthfully provide and perform these conditions in addition to the other promises, representations and covenants contained herein:

- A. Submit to Alliance completed commercial loan application packages each from a loan applicant using such forms and under such programs, procedures and fee schedules as Alliance periodically may establish.
- B. Furnish Alliance the loan applicant’s credit, financial and other information as Alliance may require.
- C. Provide such additional information as Alliance may reasonably request to assist Alliance after the closing of any/all commercial mortgage loans submitted to Alliance by Broker.
- D. Perform such other services as Alliance shall require to close the commercial mortgage loans.
- E. Comply with all applicable local, state and federal laws, including but not limited to the Equal Credit Opportunity Act, the Fair Credit Reporting Act and any other governmental regulatory requirements relevant to the brokerage of commercial real estate property secured loan applications in each jurisdiction where the commercial real estate property securing the loan to be made is located.

2) Broker’s Warranties:

Broker represents and warrants to Alliance at the time any Commercial Loan Package is submitted to Alliance and at the time that any commercial loan is funded and closed by Alliance that:

- A. The information contained in this Broker Agreement is true and correct. That Broker shall not submit to Alliance any Commercial Loan Package with false, fraudulent, or erroneous information or statements, or omit any material fact necessary for Alliance to make an underwriting decision. For purposes of this warranty the term (“submit”) shall mean (i) submitting a Commercial Loan Package to Alliance with false, fraudulent or erroneous information with actual knowledge thereof or (ii) submitting a Commercial Loan Package to Alliance with false, fraudulent or erroneous information after failing to follow standard practices and procedures prevalent in the commercial mortgage banking or brokering industry which, if followed would have led to the discovery thereof or (iii) submitting a Commercial Loan Package with false, fraudulent or erroneous information where such information was or should have been within the knowledge of or control of Broker. Broker acknowledges that the information in a Commercial Loan Package is subject to Alliance’s independent verification, underwriting approval or quality control review but this shall not affect Broker’s duties, responsibilities, and representations hereunder.
- B. Unless otherwise exempt, Broker is in compliance with all licensing requirements to broker Commercial Mortgage Loans or otherwise necessary to do business in the state(s) in which Broker brokers, originates or negotiates any

Commercial Mortgage Loan and possesses and agrees to maintain as valid, all necessary licenses, permits, and authority to engage in activities contemplated by this Agreement.

- C. Unless disclosed to Alliance in writing and approved by Alliance in writing before the funding of any Commercial Mortgage Loan, Broker shall not receive any direct payments or indirect payment in the state(s) in which Broker brokers, originates or negotiates any Commercial Mortgage Loan, including, without limitation, a payment involving escrow, appraisal or sale, and Broker (and Broker's agents, employees, officers and directors) shall have no direct or indirect ownership interest, guaranty interest, lien on or in any property intended as security for the Commercial Mortgage Loan being reviewed by Alliance.
- D. Broker, if not an individual, is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization and has full power and authority to own its assets and carry on its business as it is now conducted and is duly qualified to transact business where such qualification is required.
- E. All Commercial Mortgage Loan Applications submitted to Alliance will be originated, compiled, and prepared by trained employees of Broker and will be promptly originated, prepared, and completed in accordance with the procedures and guidelines of Alliance, which shall be known to Broker and Broker warrants to remain apprised of all current procedures and guidelines of Alliance sent to Broker by Alliance. Further, Broker agrees to deliver to Alliance any and all exhibits or documents obtained or prepared by the Broker in connections with each loan submitted.
- F. Broker has the requisite authority and capacity to enter into this Agreement.

3) **No Joint Venture, Partnership or Agency:**

Broker acknowledges that nothing in this Agreement shall be construed to create a joint venture between Broker and Alliance. In addition, nothing in this Agreement shall be construed to make Broker a partner, agent, representative, or employee of Alliance and Broker shall not hold itself out as such. Broker may not use Alliance's name in any advertising medium. Broker acknowledges and agrees that is acting on behalf of a borrower and will conduct any and all business activities accordingly including determining the method, details and means of performing of all services described within this Agreement.

4) **Indemnification:**

Broker shall indemnify and hold harmless Alliance and its shareholders, directors, officers, agents, attorneys, employees, successors and assignees from and against (and shall reimburse the same with respect to) any and all loss, damage, liability, cost and expense, including reasonable attorney's fees incurred by reason of, or arising out of, on in connection with:

- A. Any breach of representation, warranty or covenant contained in this Agreement; or
- B. Broker's failure to perform an obligation hereunder

Without limiting the generality of the foregoing, in the event of any breach of representation, warranty or covenant contained in this Agreement by Broker, Broker's indemnity shall extend to each third party to which Alliance has sold any loan or to any assignee thereof.

5) **Alliance has Sole Discretion to Approve Commercial Mortgage Loans:**

Alliance agrees to review all Commercial Loan Packages submitted by Broker; however commercial mortgage loan approval shall be within Alliance's sole discretion. Broker shall not represent that Alliance has approved or will approve any commercial mortgage loan until Broker is so informed by Alliance in writing. Commercial Mortgage Loans shall close in the name of Alliance and Alliance shall appear on the promissory note as beneficiary. In the event that a Commercial Mortgage Loan Application is denied, Alliance shall cause to be delivered to Broker a statement of credit denial, termination or change. Broker agrees to inform Applicant of the adverse action on the Commercial Mortgage Loan Application in accordance with the regulations of the Equal Credit Opportunity Act.

Broker acknowledges that failure of Alliance to review or discover any deficiency or error in the commercial mortgage loan or the loan file at time of closing by Alliance will not release Broker from its obligations to use its best efforts to provide any required documentation or correct any errors subsequently discovered. Nor will such a failure to review or discover deficiencies or errors prevent or inhibit Alliance's exercise of any of its remedies hereunder.

6) **Change in Underwriting Standards:**

Broker acknowledges that Alliance's underwriting standards may be amended at any time. Alliance shall provide written notice to Broker of such changes. Any such changes shall apply to all commercial loan applications submitted to Alliance by Broker after

the written notice of amendments. Upon such change and written notice, Broker shall comply with all modified underwriting guidelines and modifications thereto.

7) **Inspection Rights of Alliance:**

Broker agrees to keep and maintain its books and records as to commercial mortgage loans hereunder so as to meet and comply with Federal and State laws and regulations. Broker hereby grants permission and authority to Alliance to audit said files. Broker understands that Alliance will maintain an active quality control system and the Alliance may routinely reverify pertinent credit documentation submitted by Broker even after a loan is closed or sold to Alliance.

8) **Notices:**

All notices required herein shall be in writing and shall be deemed to have been given, made and received: a) one (1) business day after the date of dispatch, if by facsimile with a confirmed transmission; b) one (1) business day after deposit, if delivered by a nationally recognized courier service offering guaranteed overnight delivery; c) three (3) business days after deposit in the United States mail, certified mail, postage prepaid, return receipt requested, at the address appearing below; or d) when sent to the email address identified in the Broker Application, which hereby is incorporated herein.

All notices required to be given may be sent by registered or certified mail address as follows:

If to Alliance:	Alliance Business Capital Inc 150 Mandalay Road Fort Myers Beach, Fl 33931	If to Broker: _____ _____ _____
Attn:	Bob Goodykoontz, President & CEO	Attn: _____

Or at other such offices or addresses as either party shall inform the other in accordance with this paragraph.

9) **No Assignment of Broker's Rights or Duties:**

Broker shall not have the right to assign any of its duties, obligations, or rights under this Agreement without the prior written consent of Alliance, which consent is subject to Alliance's sole discretion.

10) **Arbitration of Disputes, Attorney Fees:**

Any controversy, claim or dispute among the parties arising out of this Agreement, or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association in Lee County, Florida and judgment upon the award rendered by the Arbitrator may be entered in any court having jurisdiction, including the Superior Court of Fort Myers, County of Lee. The fees and costs incurred in any such arbitration (exclusive of each party's attorney's fees and costs) shall be borne equally between the parties. However, the prevailing party from such arbitration shall be entitled to recover its attorney's fees in addition to any other relief to which it may be entitled. Should either party fail or refuse to pay its share of the fees and costs, then the non-refusing party may advance those fees and costs and the non-paying party shall then be deemed to have waived their right to participate in the binding arbitration and shall be precluded from participating in the arbitration unless and until they have reimbursed the advancing party. Any such reimbursement must be at least 14 days prior to the Arbitration Hearing date in order to cure the default of the non-paying party.

11) **Entire Agreement:**

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporary agreements, representations, and understandings. No supplement, modification or amendment shall be binding unless executed by both parties, except where Alliance has been specifically granted the right to do so hereunder. It is the intention of the parties hereto that his Agreement shall be construed under and according to the substantive laws of the State of Florida and shall not be binding until executed by Alliance. All questions regarding the validity, interpretation, or performance of any of its terms, representations and warranties of any rights or obligations of the parties shall be governed by the laws of the State of Florida.

12) **Enforceability of Agreement:**

If any provision of this Agreement is held invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

13) **Further Acts of Parties:**

Each party shall perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

14) **Waiver:**

The waiver of any breach, term, provision, or condition of this Agreement shall not be construed to be a waiver of any other breach, term, provision or conditions. All remedies afforded by this Agreement, or breach hereof shall be cumulative, that is, in addition to all other remedies provided herein at law or in equity.

Alliance Business Capital Inc.

Bob Goodykoontz

President & CEO

Date: _____

Broker: _____

Print Name: _____

Title: _____

Date: _____