



### **AGREEMENT FOR BROKER SERVICES**

This Broker Agreement (this "Agreement") is entered into as of \_\_\_\_\_, 20\_\_ by and between Temple View Capital Funding, LP (Temple View) and \_\_\_\_\_ ("Broker").

### **AUTHORITY & REPRESENTATIONS**

1. From time to time, Broker shall present the Company with the opportunity to originate commercial loans with third parties and receive all applications related to Temple View loan programs through itself and its employees. If required by applicable law, Broker and its employees taking applications or offering or negotiating mortgage loan terms shall be licensed or registered in any particular jurisdiction. Broker shall submit each Application to Temple View using the appropriate Temple View loan documents and forms, in each case as revised from time to time. Broker shall not have any authority to bind Company to any agreement. In performing its duties hereunder, Broker shall comply with all applicable laws, rules and regulations, whether federal, state, local or otherwise.
2. Broker understands and represents and warrants that it shall submit no application or related documents containing false or misrepresented information. Broker shall be responsible for all actions taken in the course of its performance of its obligations under this Agreement, whether performed by Broker, its employees, agents or licensees, or the Applicant, or any other third party involved in the origination of the mortgage loan. Broker shall indemnify Temple View and its respective officers, directors, employees, subcontractors and their successors and assigns for any and all claims relating to fraud having occurred in the origination of such mortgage loan, regardless of whether Broker had actual knowledge of the same. Broker understands and agrees that in the event Temple View reasonably believes misrepresentations or fraud (e.g., instances of misstatements and/or inconsistencies generated either by the Broker or with the Broker's knowledge) exists in an Application or related documents, Temple View may report such misrepresentation or fraud to the appropriate state and federal regulatory authorities, law enforcement agencies, and fraud databases. Broker acknowledges the importance of Temple View's right and necessity to disclose such information. Broker waives any and all claims for liability, damages and equitable or administrative relief in connection with Temple View's disclosure of such information.
3. Temple View will instruct the escrow agent responsible for closing each transaction to promptly release any fees or commissions due to the Broker. Unless otherwise agreed upon by Temple View, in writing, prior to the transaction commencing, Temple View bears no responsibility or liability for fees or commissions due to Broker from any borrower.

4. Broker acknowledges and agrees that Temple View may, in its sole discretion, with or without cause, unilaterally terminate this Agreement at any time, immediately upon providing written notice to Broker.
5. By executing this Agreement, Broker on behalf of itself, and its owners, officers and employees hereby expressly consents to a background check as part of Temple View's application review process and on-going monitoring of Broker's participation in Temple View's program. These checks may be performed by Temple View, its subsidiaries and affiliates, or in whole or in part by a third party service provider acting on Temple View's behalf. Broker also conducts appropriate background checks on all its employees and no employee is subject to any litigation or regulatory complaint involving fraud, misrepresentation, violation of any state or federal lending laws or regulatory compliance.
6. Broker hereby discharges and releases Temple View, its subsidiaries and affiliates, and their present and future directors, officers, employees, attorneys, and agents, and the successors and assigns of any of the foregoing, of and from any and all claims, demands, actions, causes of action, suits, damages, attorneys' fees, costs and expenses of suit, liabilities and judgments of whatsoever kind (a "Claim"), by reason of any act or omission relating to use of this broker agreement or verification of any information contained therein by Temple View. Broker further indemnifies and agrees to defend and hold Temple View harmless with respect to any Claim made by any past, present or future owner, officer, or employee of Broker with respect to such use or verification.

#### **MISCELLANEOUS**

1. This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland and the obligations, rights and remedies of the parties hereunder shall be determined in accordance with the laws of the State of Maryland, without regard to principles of conflicts of law, and that venue shall exclusively be Montgomery County, Maryland. The prevailing party, as determined by a Judge, Mediator or Arbitrator, as applicable, shall be entitled to receive all costs and fees incurred as a result of said dispute, including, but not limited to, reasonable attorney fees and through and including all appeals, if any. By virtue of this agreement and execution thereof, both Temple View and Broker agree to waive the right to a trial by jury in any litigation between the parties hereto.
2. To the extent required by Temple View, in its sole discretion, Broker shall agree to maintain the confidentiality of any information provided to Broker which Temple View has expressly marked as "Confidential" (such information, the "Confidential Information"). Broker shall not, directly or indirectly, disclose, reveal, divulge, publish or otherwise make known any of the confidential information to any Person for any reason or purpose whatsoever, except to Broker's Representatives who need to know such information in order to assist Broker's fulfillment of its obligations under this Agreement. As used herein, (i) the term "Person" shall mean an individual, a corporation, a partnership, a limited liability company, an association, a trust or any other entity or organization of any kind, including, without limitation, a governmental authority or agency and (ii) the term "Broker's Representative"

shall refer to Broker's directors, officers, employees, attorneys, partners, affiliates and advisers. The terms of this section shall survive the termination of this Agreement.

3. Broker is not party to (i) any pending or threatened litigation or regulatory audits, as a defendant involving fraud, misrepresentation, violation of any state or federal lending laws or regulatory compliance, (ii) any claims by Applicants, (iii) any consent orders or cease and desist orders, or (iv) any negative investor or regulatory finding through audits or examinations.
4. Broker agrees and understands that the engagement contemplated by this Agreement is not an exclusive arrangement and Temple View may engage one or more brokers to identify potential opportunities for the origination of loans by Temple View.

All notices should be addressed to:

Temple View:

Temple View Capital Funding, LP  
7500 Old Georgetown Road, Suite 1300  
Bethesda, MD 20814  
Attention: Gerardo S. Botello, Esq.

BROKER:

**[Signature page follows]**

**IN WITNESS WHEREOF, each of the parties has caused this Agreement to be duly executed.**

**TEMPLE VIEW CAPITAL FUNDING, LP**

By: \_\_\_\_\_

Name:

Title:

**BROKER**

[                    ]

By: \_\_\_\_\_

Name:

Title:

Accepted and Agreed to this \_\_\_ day of \_\_\_\_\_, 2017



**Appendix A- Broker Information**

Please provide your Temple View representative with the following information:

<b>Broker Legal Name:</b>	
<b>DBA (if different from above):</b>	
<b>NMLS Number, if applicable:</b>	
<b>EIN Number:</b>	
<b>State Licenses (list all that apply):</b>	
<b>Address:</b>	
<b>City/State:</b>	
<b>Zip:</b>	
<b>Primary Contact:</b>	
<b>Phone:</b>	
<b>Fax:</b>	
<b>Email:</b>	
<b>Broker of Record:</b>	
<b>Position/ Title:</b>	
<b>SS#:</b>	
<b>Ownership %:</b>	
<b>Company Principal #1:</b>	
<b>Position/ Title:</b>	
<b>SS#:</b>	
<b>Ownership %:</b>	
<b>Company Principal #2:</b>	
<b>Position/ Title:</b>	
<b>SS#:</b>	
<b>Ownership %:</b>	
<b>Company Principal #3:</b>	
<b>Position/ Title:</b>	
<b>SS#:</b>	
<b>Ownership %:</b>	
<b>Company Principal #4:</b>	
<b>Position/ Title:</b>	
<b>SS#:</b>	
<b>Ownership %:</b>	
<b>Company Principal #5:</b>	
<b>Position/ Title:</b>	
<b>SS#:</b>	
<b>Ownership %:</b>	