



REFERRAL AGREEMENT – LEAD GENERATION

This Referral Agreement (this “Agreement”) is entered into as of _____, 20__ by and between Temple View Capital Funding, LP (“Company”) and _____ (“Referring Party”).

RECITALS

A. WHEREAS, Company desires to obtain certain Services described hereunder from the Referring Party.

B. AND WHEREAS Company agrees to engage the Referring Party as an independent contractor to perform such Services and the Referring Party hereby agrees to provide such services to the Company.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Services

Company hereby appoints Referring Party to provide the following services to Company (the "Services"):

Referring Party shall present the Company with the opportunity to originate commercial loans with third parties.

The Referring Party shall conduct the Services in accordance with specifications set by the Company and the Referring Party shall at all times observe and comply with all federal and state laws or regulations applicable to this Agreement.

Standard of Performance

Referring Party hereby agrees that it shall follow the highest professional standards in performing all Services to be provided under this Agreement.

Term & Termination

This Agreement is effective on the date written above and shall expire upon any party terminating this Agreement, with or without cause, with thirty (30) days prior written notice to the other.

Independent Contractor

Referring Party shall provide the Services as an independent contractor and Referring Party shall not act as an employee, party or broker of the Company. As an independent contractor, Referring Party will be solely responsible for paying any and all taxes levied by applicable laws on its compensation. Referring Party

understands that Company will not withhold any amounts for payment of any taxes from Referring Party's compensation.

Payment

During the term of this Agreement, Company shall pay the Referring Party for its Services under this Agreement a percentage of the origination point(s) received when the commercial loan closes. Payment shall be made within thirty (30) days of the Company funding and closing the commercial loan being referred. A fee agreement will be executed for each referral (See Exhibit "A").

Records and Other Material.

All records, files, memoranda, reports, customer lists, programs, and any other similar records or documents relating to this Agreement (including without limitation those which may have been used or prepared by the Referring Party, whether or not part of the Confidential Information), remain the sole property of the Company and remain at all times, both during and after the term of this Agreement or other affiliation with the Company, in the control of the Company.

Assignment

Referring Party shall not assign any of their rights under this Agreement, or delegate the performance of any of the obligations or duties hereunder, without the prior written consent of the Company and any attempt by Referring Party to so assign, transfer, or subcontract any rights, duties, or obligations arising hereunder shall be void and of no effect.

Notices

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during receiving party's regular business hours or by facsimile before or during receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid, to the addresses heretofore below, or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this section.

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 Company and Referral Party agree to waive the right to a trial by jury in any litigation between the parties hereto.
2. To the extent required by Company, in its sole discretion, Referring Party shall agree to maintain the confidentiality of any information provided to Referring Party which Company has expressly marked as "Confidential" (such information, the "Confidential Information"). Referring Party 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 Referring Party's Representatives who need to know such information in order to assist Referring Party'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 "Referring Party's Representative" shall refer to Referring Party's directors, officers, employees, attorneys, partners, affiliates and advisers. The terms of this section shall survive the termination of this Agreement.

3. Each party hereto agrees to indemnify and hold harmless the other party, its directors, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever which result from or arise out of (i) any breach of this Agreement or (ii) the gross negligence, fraud or willful misconduct that occurs in connection with this Agreement. This indemnification shall survive the termination of this Agreement.
4. Referring Party 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.
5. Referring Party agrees and understands that the engagement contemplated by this Agreement is not an exclusive arrangement and Company may engage one or more Referring Party's to identify potential opportunities for the origination of loans by the Company.

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.

REFERRAL PARTY:

[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:

REFERRING PARTY

[_____]

By: _____

Name: _____

Title: _____

Accepted and Agreed to this ___ day of _____, 20__



Appendix A- Referring Party Information

Please provide your Temple View representative with the following information:

Referring Party Legal Name:	
DBA (if different from above):	
NMLS Number, if applicable:	
EIN Number:	
State Licenses (list all that apply):	
Address:	
City/State:	
Zip:	
Primary Contact:	
Phone:	
Fax:	
Email:	
Referral Party of Record:	
Position/ Title:	
SS#:	
Ownership %:	

Exhibit A



Fee Agreement:

In accordance with the Referral Agreement signed by _____(Referring Party) on the ____ day of _____, 20__, Temple View Capital, LP (the Company) agrees to compensate the Referring Party ____ percentage of the loan amount of \$_____ for the referral of _____(Third party) for the property address located at _____ . The sum of this amount is equal to \$_____.

TEMPLE VIEW CAPITAL FUNDING, LP

By: _____

Name:

Title:

REFERRING PARTY

[]

By: _____

Name:

Title:

Accepted and Agreed to this ____ day of _____, 2017