



RGC CAPITAL BROKER CONTRACT

Date: _____

Borrower (s) Name: _____

Name of Broker: _____ Broker Company: _____

Broker Email: _____ Broker Phone: _____ Broker License: _____

Broker Office Address: _____

Contact Name: _____ Email: _____ Phone: _____

REFERRING BROKER DOES HEREBY ASSIGN ALL OF THE RIGHTS, TITLE, AND INTEREST IN THE ABOVE MORTGAGE LOAN TRANSACTION, INCLUDING BUT NOT LIMITED TO THE FOLLOWING DOCUMENTS IN THE FILE TO: RGC Capital, AND/OR ITS ASSIGNEE. 6730 Florence Avenue Suite 101 Bell Gardens, CA 90201

Referring Broker total and final referral fee/compensation

Broker Fee: _____, minus \$350 for E & O Insurance - no processing fee.

RGC Capital Commercial Lender (“hereinafter RGC Capital”) has entered into an Agreement with the above-mentioned company (hereinafter Referring Broker”). RGC Capital Commercial Lender takes full responsibility to execute the above contract between the parties mentioned herein, if the above transaction is executed / closed successfully. RGC Capital shall not negotiate and/or give any exceptions to the following conditions, restrictions, and provisions: (1) RGC Capital shall have the irrevocable and exclusive right to negotiate and/or set pricing on all loans without exceptions and/or exclusions and shall not require Broker consultation, approval and/or confirmation. (2a) No other compensation and/or referral fee (s) and/or money other than stated herein shall be paid to the Broker in connection with said loan to RGC Capital and/or the borrower (s) in and/or outside of escrow and/or prior to closing and/or after the closing of said escrow. (2b) Referral fee disbursements are paid by RGC Capital accounting department and shall be the only qualified party to pay all referral fees(s) (with no exceptions and/or exclusions), as agreed referral fee(s) are paid direct to the referring broker by RGC Capital after said loan and escrow has closed successfully. (3) RGC Capital reserves the right to charge up to \$500.00 redraw fee to the broker or borrower(s) for redrawing and/or making changes to the loan docs after they have been ordered, prepared and/or printed. (4) RGC Capital reserves the right to third party communications through person to person and/or via phone, fax, e-mail, etc. but is not limited to the parties herein.



CAPITAL

Commercial & Private Money Lender

(5) Broker acknowledges and agrees to use due diligence in explaining the loan documents in detail and/or providing information and/or copy of all docs to the borrower(s) and shall include all loan fees and/or loan program features. (6) Broker further agrees to hold RGC Capital harmless of all liability regarding the borrower(s) challenges of all loan documents, fees, program features and/or disapproval of said loan and/or disputes resulting in monetary settlements and/or all other judgments. (7) It is the sole responsibility and duty of the Broker, Realtor, and/or Real Estate Advisor receiving a referral fee for services, to satisfy the borrower(s) questions and/or concerns regarding the loan documents, fee (s) and /or loan program features but is not limited to these services. (8) The Broker shall immediately notify RGC Capital in writing of changes to the loan package regarding the borrower(s) credit worthiness and/or financials and/or subject property's condition and/or changes requested by borrower(s) and shall not be limited to these file modifications. (9) RGC Capital shall be the Lender of Record and the office referring the loan shall be the Broker. (10a) The broker shall hold RGC Capital harmless of liability regarding all funds ("up-front fee(s)") collected by the Broker and/or any third party associated with said loan. (10b) The Broker shall assume all liability and responsibility for all funds ("up-front fee(s)") collected by the Broker associated with said loan and paid by the borrower(s). (11a) RGC Capital reserves the right to change the referral fee to close said loan. (11b) The fee modifications shall include, but not limited to the following loan changes, underwriting guidelines, borrower (s) credit (lower FICO score) and/or financials, subject property's condition, appraised value, appraisal review, Insurance, LTV loan program, loan amount additional lender fees, prepayment penalty and rate buy down, DSCR loan index and margin, rate and term, and/or shortages in escrow to close. (11c) RGC Capital reserves and shall have irrevocable right to receive promotional bonuses and or yield spread premium by any of our investors, over and above all loan fees in the good faith estimate agreed and endorsed by the borrower (s). (12a) The Broker agrees not to submit a loan with borrower(s) and/or subject property(s) Falsification, Modification, Misrepresentation, Omissions and/or Fraud data. (12b) The Broker acknowledges RGC Capital zero tolerance on Fraud and Broker agrees not to commit fraud against the borrower(s) and/or RGC Capital. (13) The referral fee is contingent upon the processing and underwriting of said original loan package received by RGC Capital to remain the same as the proposal's good faith estimate endorsed, agreed, and approved by the borrow(s). (14a) RGC Capital Broker Contract and the following documents are required prior to closing of said loan by RGC Capital in order to pay a referral fee; Copy of Broker Real Estate License, W-9 Tax Form, Broker Application, Good Faith Estimate and all loan conditions. (14b) Brokers agree and shall assume all liabilities and acknowledge loan documents and other RGC Capital forms are time sensitive. (15) The broker is not authorized to alter and/or modified RGC Capital Agreement(s) and/or other documentation. (16) RGC Capital to Broker contract includes a Broker Release Clause whereas if by no fault by RGC Capital, the Broker services are released by the borrower(s) and a letter terminating the broker representation agreement "written and/or verbal" is submitted to RGC Capital by the borrower(s), RGC Capital shall have the exclusive and irrevocable right to proceed with the loan processing, underwriting, referring broker shall be entitled to their earned referral fee. (17) The Broker acknowledges and agrees with RGC Capital Broker Agreement and RGC Capital to Broker contract conditions provisions and/or restrictions. (18) The Broker acknowledges reading comprehending, reviewing, receiving a copy of this covenant document and RGC Capital complete Broker package.

X _____
Signature (RGC Capital)

X _____
Signature (Referring Broker)

