Broker Application Agreement

RGC Capital Commercial Lender (hereinafter "RGC Capital") would like to welcome you to our organization and thank you for contacting our offices with your commercial loan inquiries. RGC Capital specializes in collaborating with Mortgage Brokers and other Real Estate Professionals with those hard-to-place loans for apartments and commercial real estate properties.

RGC Capital is capable of arranging financing nation-wide, and has a West Coast office located in Downey, California. RGC Capital assists Brokers and Real Estate Professionals in achieving their financial goals by offering options and creative structuring in their commercial loans. Funding loans when institution lenders cannot, or will not, is the cornerstone of RGC Capital's strength and reputation.

ARTICLE 1: PARTIES. This agreement is made and entered into effective as of this _____day of _____,202 (hereinafter "Effective Date) between RGC Capital Commercial Lender (hereinafter referred to as either "RGC Capital", or "Lender of Record") and _____ (insert name of Broker), hereinafter referred to as "Broker". This contract (hereinafter "Agreement") is expressly intended between the parties to bind both the Lender of Record and Broker, as well as their agents, employees, companies, business entities, heirs, spouses, successors, partners, representatives, officers, assigns, affiliates and insurers.

ARTICLE 2: RECITALS.

A. WHEREAS: The Lender of Record and Broker set forth in Article 1 immediately above wish to enter into a contract to provide specific services and information to each other for their mutual benefit in order to facilitate the successful arrangement of a real estate loan for the benefit of the Borrower/s set forth above;

B. WHEREAS: Lender provides access to capital via tailor-made loan programs to fit the specific needs of qualifying Borrowers, especially when a Borrower's needs cannot be fulfilled by common lending institutions

C. WHEREAS: Broker wishes to be paid a broker fee by Lender of Record, and Lender of Record agrees to pay said broker fee in the event closing of the contemplated transaction occurs and the other conditions set forth in this contract as detailed herein-below are satisfied;

D. WHEREAS: Both parties hereto acknowledge that Broker's agreement to abide by the non-disclosure and non-circumvention provisions of this Agreement as set forth in Articles 10 and 11 herein-below have acted as a material inducement for Lender of Record to enter into this Agreement, and absent Broker's agreement to be bound by these provisions, Lender of Record would not have entered into this agreement;

NOW THEREFORE, in consideration of their mutual promises made herein, and for other good and valuable consideration, receipt of which is hereby acknowledged by each party, the parties, intending to be legally bound, HEREBY AGREE AS FOLLOWS:

Recital Confirmation: The parties agree that the above recitals are true and correct and incorporated herein by this reference.

ARTICLE 3: BROKER WARRANTIES. Broker warrants that all of their business practices in relation to the transaction contemplated hereunder shall be conducted ethically and that Broker is fully licensed by the State in which the contemplated transaction is set to close. Lender of Record has a zero-tolerance policy as to fraud, and as such, Broker warrants that it has not and shall not omit or misrepresent any of the Borrower/s and or subject property information and documentation necessitated in connection with the anticipated loan, nor shall Broker omit or misrepresent any and all qualifying information in loans submitted to RGC Capital. The Broker shall disclose both positive and negative information pertaining to the loan package/s. All documents submitted to Lender of Record by Broker are valid and genuine in every respect.

With respect to each loan submitted by Broker to Lender of Record, Broker has complied with all laws and regulations applicable to it as Broker in this particular transaction, and Broker's performance of its duties hereunder will not violate the provisions of Broker's organizational documents, the rights of third parties, any agreement to which Broker may be a party, or any court order or judgment to which Broker or its company may be subject. Broker shall be considered waiving/forfeiting his/her broker fee in connection with this agreement if RGC Capital detects, ascertains or is notified by third parties that Broker has breached the warranties contained in this Article 3. Notwithstanding the foregoing, RGC Capital reserves the irrevocable right to continue to process the contemplated loan for this particular transaction, close said loan, and receive full compensation irrespective of Broker's breach of the aforesaid warranties.

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ARTICLE 4: RGC Capital requires documentation to open a loan, a 1003 loan application and current credit report tri-merge under 60-days old with FICO scores. The Lender of Record and its agents and/or affiliates will require additional documentation and or forms to process, underwrite and close the loan at issue. RGC Capital reserves the right to interview the Borrower/s immediately after acceptance to process the loan contemplated herein.

RGC Capital has the unfettered right to contact all parties regarding the contemplated loan immediately after providing Broker with a quote or qualifying information on the contemplated loan/s. Broker hereby acknowledges that RGC Capital and their affiliates are not making any promises, warranties and or representations of any kind, express or implied regarding the funding and closing of said loan on the subject property.

In fact, loan approval shall be in the sole discretion of the Lender of Record. As such, Broker shall not commit Lender of Record to do anything or take any action without the expressed approval of Lender, including representing to any third parties or to the Borrower/s that Lender has approved or will approve the loan, until such fact is confirmed in writing by Lender of Record.

It is also understood between the parties hereto that Lender's approval of the loan application is contingent upon Broker's submission of truthful and accurate information as contained in the relevant Loan Package, and all documentation related to the contemplated loan transaction. In the event that Broker or Borrower/s fail to supply Lender of Record any documentation required or requested by Lender of Record with respect to the contemplated loan transaction, Lender of Record shall have complete discretion, and the sole option to either (a) commit to make the contemplated loan on the documentation provided and requested by Lender of Record; or (b) reject the contemplated loan transaction in its entirety.

ARTICLE 5: APPRAISALS. All appraisals shall be ordered by RGC Capital or its approved affiliates only after Lender of Record's receipt of Borrower/s credit approval. Appraisals shall be completed by one of the Lender's list of appraisers. In connection with the preparation or submission of any Loan Package, Broker shall not utilize any real estate appraiser, credit reporting agency, or other vendor that is not acceptable in writing by Lender of Record. Failure to abide by this material provision shall constitute grounds for rejection of the loan by Lender of Record, and RGC Capital shall be held harmless and fully indemnified by Broker regarding the Lender's selection of appraisers. RGC Capital may, however, give consideration to accepting an appraisal previously conducted by an outside source not on the lender's list, subject to conditions and restrictions (i.e., written approval) set forth herein. RGC Capital shall be fully released and held harmless by Broker from any liability resulting from the ordering of an appraisal not authorized by Lender of Record prior to the receipt of loan approval, and Broker shall accept full liability for any such appraisal fees and required refunds in the event of said unauthorized appraisals.

RGC Capital hereby makes no guarantees, warranties verbal, written and/or implied regarding the Lender's acceptance or approval of outside appraisals. As such, RGC Capital shall not be liable for any underwriting delays and or failures of closing of said loan caused by an outside appraisal. The Lender of Record or its affiliates may request another appraisal from one of their lists of appraisers at their sole discretion and at Borrower's expense. The Lender of Record or its affiliates may charge an appraisal review and environmental insurance study fee as part of underwriting and may require additional time to close said loan. RGC Capital shall not be responsible and shall be held harmless from, among other items, any upfront fees paid by the Borrower/s as part of underwriting the contemplated loan.

ARTICLE 6: The lender may be entitled to charge a redraw DOC fee of $500.00 to the Borrower/s for any request to change the loan package ad attendant documentation after said documentation has been prepared. Loan Doc ordering cutoff dates shall generally be the 20th of each month, unless otherwise agreed between the parties in writing. All parties generally have ten to eleven days after loan Docs have been ordered to close the said loan. In the event loan Docs are not ordered prior to the cutoff date the Borrower may be required to wait until the 1st of the following month. Any delays on returning fully executed loan docs to Lender of Record or its affiliates prior to the deadlines set forth herein-above may delay closing and, thereby may trigger the redraw fee of $500.00.

ARTICLE 7: Broker agrees to transfer and hereby surrender all rights and interest in the property subject to the loan and with respect to the loan package referred to RGC Capital by Broker. Broker's transferring of said loan package to RGC Capital shall signify Broker's explicit agreement to voluntarily relinquish and waive any and all of Broker's rights to cancel the subject loan, collect processing fees, or charge loan origination fees to the Borrower/s outside of closing. Brokers shall not have entitlements to receive from Lender of Record personal, proprietary, trade secret or confidential information and documentation, even if said information or documentation relates to Borrower/s. RGC Capital's rights hereunder shall include, but are not limited to, RGC Capital's exclusive and irrevocable right to direct party communication, loan structuring, loan pricing and processing, underwriting and closing of said loan without consultation and/or approval from the Broker. In addition, it is agreed between the parties hereto that all loans shall close in the name of Lender of Record or in the name of an affiliate of Lender of Record to be designated solely in writing by RGC Capital.

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ARTICLE 8: COMPENSATION TO BROKER. RGC Capital policy and broker fee schedule states no broker fee shall be paid until all loan conditions are met and all documentation required by the Lender to close said loan are received. Broker fees are to be paid when RGC Capital receives verifiable funds at closing and funds intended to be paid to Broker in connection with this Agreement clear Lender of Record's bank. The normal turnaround time to mail Broker's check is seven (7) business days. RGC Capital reserves the right to request a modification of all broker fees and or any compensation to Broker in order to effectuate a closing of the contemplated loan. The following is required in order for Broker to receive his/her compensation in connection with this Agreement: original loan documents, an executed version of this Agreement, satisfaction of Lender loan conditions, RGC Capital to Broker Contract Fee Agreement, Referring Broker License and executed W9 form.

ARTICLE 9: INDEMNIFICATION: Broker shall indemnify, defend, and hold Lender of Record, its agents, employees, affiliates, companies, successors, and assigns harmless with respect to any and all losses, damages, causes of action, liability, lawsuits, costs, expenses, and attorney fees incurred by Lender of Record arising out of (a) any breach of the Broker warranties set forth in Article 3 above; (b) Broker's obligation to perform all duties required of him/her pursuant to this Agreement; (c) Any claims or lawsuits against Lender of Record where the primary allegations relate to broker's act, omissions, or fraudulent conduct of broker; and (d) any claim by Borrower/ due to Lender of Record and/or its affiliates refusal or inability to fund a loan. This indemnification shall include payment of Lender of Record's reasonable Attorney fees incurred in the event of any such occurrence set forth in (a) - (d) above.

ARTICLE 10: CONFIDENTIALITY CLAUSE. In the course of their business relationship, Brokers may gain access to and become acquainted with various trade secrets and confidential information which belong to Lender of Record, including, but not limited to, financial information, Lender information, and information regarding Lender of Record's affiliated companies, clients, and customers. Collectively, this trade secret and proprietary information will hereinafter be designated in this Agreement as "Confidential Information". Brokers shall not use or disclose the Confidential Information to any individual or entity, even if that individual or entity is affiliated with Lender of Record, either directly or indirectly, either during the period of the parties' business relationship or for a three (3) year period thereafter. Broker is under an affirmative obligation to apprise its agents, employees, companies, and professional representative (i.e., lawyers, accountants, et al.) regarding the existence and binding effect of this confidentiality provision;

ARTICLE 11: NON-CIRCUMVENTION PROVISION: The mere fact that, by virtue of the business relationship between the parties, Broker may gain access to Confidential Information as that term is defined in Article 10, NEITHER BROKER NOR HIS/HER AGENTS, EMPLOYEES, COMPANIES, ASSIGNS, AND AFFILIATES IS AUTHORIZED TO COMMUNICATE, CONTACT, SOLICIT, OR CONDUCT BUSINESS WITH LENDER OF RECORD'S INVESTORS, AFFILIATED COMPANIES, AND LENDERS WITHOUT THE EXPRESSED WRITTEN CONSENT OF LENDER OF RECORD.

ARTICLE 12: NON-CIRCUMVENTION CLAUSE: The parties will not disclose neither information nor the identity of either party to any third party unless necessary to further the objectives and business of the parties, contemplated within this agreement **and agree not to circumvent each respective party in regards to any Introductions made by either party.** The parties agree to provide best efforts to protect each other party's privacy and confidential information.
The parties agree not to disclose confidential information to their employees or associates except on a "need to know" basis in pursuance of this matter. It is understood by the parties that information will be required to be exchanged with other parties to further the development of the business contemplated by the parties. It is understood therefore that any information disclosed for the purpose of furthering the business contemplated by the parties shall be deemed necessary and therefore "need to know."

ARTICLE 13: CONSEQUENCES OF BREACH. Any violation of the Confidentiality and Non-Circumvention clauses contained in Articles 10 and 11 herein-above shall be considered a material breach of this Agreement, entitling RGC Capital to liquidated damages as well as injunctive relief. The amount of liquidated damages due RGC Capital as a result of Broker's breach of the confidentiality and non-circumvention clauses shall be the complete denial of any and all compensation and broker fees due Broker under any and all Agreements then pending between Broker and Lender of Record. Notwithstanding the foregoing, RGC Capital reserves the right to continue processing and closing and pending loans involving the breaching Broker, and the right to receive its full compensation hereunder in addition to any additional entitlement.

ARTICLE 14: ARBITRATION: RGC Capital and Broker hereby agree to settle and submit all disputes and controversies to arbitration before the American Arbitration Association (hereinafter "**AAA**"), and both hereby waive their right to file a lawsuit in state of federal court, and HEREBY WAIVE THEIR RIGHT TO A TRIAL BY JURY. Any dispute arising out of the issues contained in this Agreement shall be filed with the AAA and heard in the County of Los Angeles, State of California. The prevailing party shall have entitlement to legal fees, arbitration costs and arbitrator fees. Judgment upon the award rendered by the arbitrator shall be entered in any court having jurisdiction thereof. All parties by initialing in the spaces below are acknowledging and agree to have any dispute decided by neutral arbitration as provided by state law, and hereby agree that the Arbitrator shall have the discretion to impose liquidated damages and equitable relief (i.e., injunction) to the extent necessary to fulfill the spirit of this agreement and the material provisions contained herein.

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ARTICLE 15: MISCELLANEOUS.

A. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and there are no promises (oral or otherwise), representations, undertakings or obligations other than those expressly set forth herein. This written agreement may not be amended, modified or terminated except in a written instrument executed by the parties hereto, nor may any provision for the benefit of any party be waived by that party except in writing signed by that party;

B. If a court of competent jurisdiction should declare any part of this agreement invalid, the remaining provisions of this agreement shall remain in full force and effect. Both parties represent and agree that they have fully read all aspects of this contract and that they fully understand all provisions of this agreement; moreover, each party represents that they have voluntarily entered into this Agreement, that they have been fully informed regarding all implications and ramifications thereon, and that they have the capacity to enter into this contract. The titles, captions, or headings of the sections and paragraphs contained in this agreement are inserted for convenience of reference only, and are not intended to be a part of, or to affect the meaning and/or interpretation of this Agreement;

C. The parties hereby agree that all of the provisions of the contract including Articles 9-12 above shall survive the termination of the parties' business relationship for a period of 2 years thereafter.

D. The parties hereby waive any claim or defense that either party was responsible for the drafting of this Contract, including any legal assertion or defense that this contract shall be construed against its drafter;

E. It is hereby agreed that this Contract may be executed in counterparts and by way of facsimile transmission; furthermore, the mere fact that all signatures do not appear on a single document shall, in no way, affect the validity of this Agreement.

ARTICLE 16: NOTICES.

Any and all notices or other communications required or desired to be given hereunder by any party shall be in writing. A notice shall be validly given or made to another party if served either personally or if deposited in the United States mail, certified or registered, postage prepaid, or if transmitted by confirmed facsimile. If such notice or other communication is served personally, service shall be deemed made at the time of such personal services. If such notice or other communication is given by mail, service should be deemed given four business days after the deposit thereof in the United States mail. If such notice or other communications given by overnight courier, or electronic transmission (i.e., facsimile or email) service shall be deemed made twenty-four hours after the time of confirmation of delivery. The addresses for notices are as follows:

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If intended for Lender of Record: If intended for Referring BROKER:

X_____
Broker Signature
Name:
Address:
Contact Numbers:
Email:

X_____
Rosa Garcia Chavez
Signature of Legal Representative - Broker
Broker License # CA DRE LIC # 02148087 - Corporate
NMLS # 2086407 - Corporate
9040 Telegraph Road, Suite 200, Downey CA 90240
Corp: 877.238.3837 E-Fax: 562.330.5795

Cc: Victor Chavez – COO