

LOAN BROKER AGREEMENT

As of the date signed "Borrower", as signed on page 2, hereby engages Scott FladHammer herein "Broker", as Borrower's mortgage loan agent for the limited purpose, notwithstanding the custom or practice in the industry, of procuring a loan approval from a bonafide lender on the terms described in paragraph one below. Broker is hereby authorized and instructed, for a period of 30 banking days, to present the Borrower's loan package (including but not limited to financial and credit information) to, and to solicit loan proposals (expressions of interest) from, prospective mortgage loan lenders.

1. Loan Desired information not filled in shall be considered not applicable (herein "the Loan"):

Property Address(es): _____

Loan Type (check one): Refinance or Purchase

Loan Amount: \$ _____

2. Promise to Pay Broker a Commission: Upon delivery of a bonafide lender ready, willing and able to fund the loan on the above terms, or on other terms indicated by the Borrower in writing to be acceptable, within 5 banking days of this agreement, the Borrower hereby promises to pay to Broker a loan brokerage fee equal to 2% of the gross loan amount and a processing fee of \$495.

3. Other Borrower Covenants: The Borrower promises to deliver marketable mortgage title, including, but not limited to, any required subordinations. The Borrower also promises to comply with any legitimate request for information, documentation or report fees (appraisal, toxic, etc.), within three banking days of request, absent reasonable cause.

4. Best Efforts Basis: The Broker is representing the Borrower on a best efforts basis only and cannot guarantee the successful placement of any loan.

5. Non Circumvention: The Borrower agrees and covenants that he will not directly, or indirectly or in conjunction with any other person, company, partnership or corporation apply to the lender(s) to whom Broker has submitted his loan application, except through Broker as his exclusive agent, for a period of 48 months otherwise the Borrower shall be liable to Broker for the loan brokerage commission described above on any loan amount funded.

6. Broker Promises Due Diligence And Capacity: in consideration of the Borrower's above written assurances of fair compensation, Broker promises to use diligence in its efforts to procure the Loan. Broker understands and appreciates that time is of the essence to the Borrower. Broker is not acting as a lender or offering to lend money himself or making offers to pool money or sell a security. Broker specifically disclaims any liability, loss, or risk, personal or otherwise, incurred as a consequence directly or indirectly from actions or inactions taken or not taken as a result of this Agreement or this Agreement's outcome.

Broker's capacity and communications are not to be construed as legal or tax advice.

7. Arbitration of Disputes: The parties hereby agree to submit any dispute or controversy, at law or in equity, to arbitration under the Rules of the American Arbitration Association. Said dispute shall be heard in the County of Allen in the State of Indiana. The prevailing party shall be entitled to legal costs, arbitration costs and arbitrator's fees. Attorney's fees may not be awarded by the arbitrator, but in the event that legal action becomes necessary to confirm and/or collect the award of the arbitrator, the prevailing party in arbitration shall be entitled to reasonable attorney's fees for post arbitration action. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Parties agree to have any dispute decided by neutral arbitration as provided by state law. You are giving up any rights you might possess to have the dispute litigated in a court or jury trial, and you are giving up your judicial rights to discovery and appeal. If you refuse to submit to arbitration after agreeing to this provision, you may be judicially compelled to arbitrate. Your agreement to this arbitration provision is voluntary.

In Witness Whereof, the said parties understand the above terms and voluntarily enter into this legally binding contract. Receipt of a copy is hereby acknowledged.

Borrower:
Signature: _____
of Entity: _____
Dated: _____
email: _____
Phone: (_____) _____
ext: _____

Borrower:
Signature: _____
of Entity: _____
Dated: _____
email: _____
Phone: (_____) _____
ext: _____

Broker Signature: _____
6435 West Jefferson Blvd. #200 Fort Wayne, Indiana 46804-6203
Phone: (260) 436-5000 extension 221 Fax: (844) 200-FAXX (3299)
email: Scott@REIAssociation.com