



MORTGAGE BROKER AGREEMENT

THIS MORTGAGE BROKER AGREEMENT (the "Agreement") is entered into this _____ day of _____, 2009 by and between **Blue Crown Funding**, with its principal office located at 3943 Irvine Boulevard, Suite 172 Irvine, California 92602 ("Lender") and _____ with its principal place of business at _____ ("Broker")

NOW THEREFORE, for valuable consideration both parties fully agree and consent to the following terms and conditions:

1. **Business Purpose:** Lender is in the business of originating and funding debt, equity and hybrid capital for the financing of commercial real estate transactions (the "Financing"). Broker desires to facilitate the introduction of prospective clients (the "Borrower") interested in the Financing to Lender, and to act in good faith in performing whatever duties are necessary to assist Lender in closing the Financing and Lender desires Broker to perform such services.

2. **Term of Agreement:** This Agreement shall remain in force until cancelled by either party. This Agreement may be cancelled by either party with thirty (30) days written notice.

3. **Broker Representations:** Broker hereby represents and warrants to Lender that during the term of this Agreement Broker will conduct its business in good faith, and in a manner consistent with industry standards for best practice methodology. Additionally Broker represents to Lender that it is properly licensed to engage in the business of brokering commercial real estate loans in all jurisdictions that it operates within. Furthermore Broker warrants that it will comply with all local, state and federal laws and regulations applicable to the conduct of its business. Lastly, Broker hereby represents that all applications submitted to Lender by Broker will be true and correct to the best of Broker's knowledge.

4. **Lender Representations:** Lender in its sole discretion may reject any application submitted by Broker or choose not to provide any Financing to Broker's clients. Lender reserves the right to reject any application or decline Financing based upon Lender's internal credit decision, underwriting guidelines, or other lending criteria and shall have no liability to Broker, or Borrower in the event that Lender declines Financing for any reason whatsoever.

5. **Compensation to Broker:** All compensation due to Broker from Lender will be negotiated on a case-by-case transaction specific basis and will be set forth in the Loan Documentation issued to Borrower from Lender. No compensation will be due to Broker from Lender unless it is set forth in Lender's Loan Documentation and that the Financing outlined in the Loan Documentation is provided to Broker's client as evidenced by the closing and funding of Financing on a transaction referred to Lender by Broker.

6. **Confidentiality and Non-Disclosure:** Broker hereby acknowledges that Lender's capital partners, correspondents and investors are and shall remain the exclusive property of Lender and Broker agrees to hold and treat said capital partners, correspondents and investors as confidential information and will not directly or indirectly disclose the confidential information to any third party for a period of two years after the termination of this Agreement. Broker understands and acknowledges that any disclosure of the confidential information without Lender's prior written consent will cause irreparable harm to Lender and no amount of monetary damages will be sufficient to cure such damage to Lender.

7. **Relationship between the Parties:** Broker is an independent contractor and not an agent or employee of Lender. Broker will not directly or indirectly, publicly or privately represent to any Borrower or any other third party, that it is an agent or employee of Lender. Any use by Broker of Lender's brand, lending programs, underwriting guidelines or collateral material is strictly prohibited without the prior written consent of Lender.

8. **Conflict Resolution:** 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 Los Angeles, in the State of California. The prevailing party shall be entitled to legal costs, arbitration costs and arbitrators 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 any post arbitration action or appeal thereof. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

9. **Miscellaneous:** This Agreement contains the entire agreement between the parties with respect to the rights granted and obligations assumed under this Agreement. This Agreement may not be amended or modified except in writing signed by the party against whom enforcement is sought. Captions and headings of paragraphs in this Agreement are for convenience only and shall be disregarded in construing this Agreement. This Agreement may be executed in multiple counterparts. This Agreement shall be construed and enforced under the laws of the State of California.

In witness whereof, the parties hereto have executed this Agreement in the space provided below as of the date shown above.

**Agreed and Accepted By:
Blue Crown Funding**

By

Name, Title

Date

**Agreed and Accepted By:
Broker**

By

Name, Title

Date