

## BROKER AGREEMENT

THIS BROKER AGREEMENT (the "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ by REGENT PARK CAPITAL, LLC, a Texas limited liability company (hereinafter "RPC") and \_\_\_\_\_ (hereinafter "Broker").

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, and the additional consideration of the promises and agreements contained herein, the parties agree as follows:

1. Broker is in the business of arranging loans. RPC is in the business of originating loans. In the course of Broker's business, Broker, in its discretion and at its expense, may submit to RPC, on behalf of prospective Borrowers (hereinafter "Borrower"), applications for first and second mortgage loans (hereinafter "Loan").
2. Broker is an independent contractor and not an agent, servant, or employee of RPC. Broker shall not represent, directly or indirectly, to anyone including Borrower, that it is an agent, servant or employee of RPC. Nothing herein contained shall be construed to create a relationship between RPC and Broker as partner or joint venturer.
3. Broker represents and warrants that Broker is duly licensed to engage in the business of brokering residential and non-residential real estate loans in the state in which the real estate is located. Broker will attach copies of such licenses which authorize Broker to engage in the business of brokering residential and commercial real estate loans. Broker has complied with, and will continue to comply with, all local, state and federal laws and regulations applicable to conduct its business. These include but are not limited to the Truth-in-Lending Act, The Fair Credit Reporting Act, the Real Estate Settlement Procedures Act, The Fair Lending Laws, and the Fair Housing Act.
4. Broker will provide each Borrower with all applicable disclosure and notices required by law. Broker will be responsible for the timely delivery of all appropriate and necessary disclosures to Borrower.
5. Broker will work with Borrower in assembling the Loan application to RPC. All applications submitted to RPC by Broker on behalf of Borrower will be, to the best of Broker's knowledge, true and complete. Broker will disclose to RPC any discovery made by Broker during the application process, or prior to the closing of any Loan by RPC, that would affect the Loan application.
6. RPC will investigate the background, credit and collateral of all Loan applications submitted by Broker on behalf of Borrower and at RPC's sole discretion approve or decline any Loan. Broker will not represent to Borrower that a Loan application is approved by RPC unless notified by RPC in writing of that Loan approval. Such writing will be in a commitment letter form from RPC to Borrower detailing the

terms of the loan. By execution of this Agreement, RPC has not agreed to make any loans to Borrowers referred by Broker.

7. The compensation to be paid to the Broker shall be agreed upon between the Borrower and Broker by written agreement (hereinafter "Compensation Agreement") and shall be sent to RPC. RPC shall review and approve the Compensation Agreement. All compensation to be paid to Broker by Borrower shall be disclosed on the Good Faith Estimate of Closing Costs, if applicable, and the HUD-1 Settlement Statement in accordance with applicable law. All such compensation paid to Broker shall comply with all applicable state and federal laws. RPC will not compensate Broker for the Loan.
8. Broker agrees to defend and hold RPC harmless from any and all claims of any other broker claiming compensation in connection with the Loan from RPC to Borrower. Broker agrees to release RPC from all claims or liability in connection with the Loan to Borrower upon payment of compensation by Borrower.
9. In the event RPC funds a Loan to Borrower within twelve months of introduction of Borrower to RPC by Broker, Broker shall be entitled to compensation as agreed upon in the Compensation Agreement between Broker and Borrower and approved by RPC. The compensation will be due from Borrower to Broker only at such time as the Loan is closed and funded. RPC will not compensate Broker for the Loan.
10. In the event Broker is in default under the terms of this Agreement, RPC, at its sole discretion, may terminate this Agreement and any compensation paid to Broker on the Loan will be paid to RPC upon demand by RPC. In the event Borrower defaults on the Loan within 60 days of closing the loan, any compensation paid to Broker on the Loan will be paid to RPC upon demand by RPC.
11. The Broker hereto confirms that they have had sufficient opportunity to review the Agreement and to seek legal counsel prior to signing the Agreement.
12. Any notices to Broker shall be delivered to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

Any notices to Lender shall be delivered to:

Regent Park Capital LLC  
3409 Executive Center Drive  
Suite 216  
Austin, TX 78731  
Attention: Steven Schulz

13. This Agreement and the obligations hereunder shall be interpreted, construed, and enforced in accordance with the laws of the State of Texas, and this Agreement, is performable in Travis County, Texas.
14. This Agreement represents the entire agreement between Broker and RPC and may not be amended or changed in any way without the written consent of each of the undersigned.

BROKER:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

REGENT PARK CAPITAL, LLC  
a Texas limited liability company

By: \_\_\_\_\_

Steven Schulz  
Vice President

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