

# **PROGRAM OVERVIEW**

Thank you for your interest in the CoreVest American Finance Lender LLC ("CoreVest") Broker+ Program. Through our Broker+ Program, we offer our partners ready access to our market leading financial products for residential real estate investors. Key Broker+ Program benefits include:

- ✓ Strong earnings potential with quarterly volume bonus programs
- $\checkmark$  Dedicated support with streamlined approval process
- ✓ Easy to use technology platform
- ✓ Proven partner with certainty of funds

Our Broker+ Program is available to experienced commercial loan brokers, residential loan brokers, real estate brokers and other third-parties. The requirements are straightforward, minimum of 2 years' experience with real estate transactions and a history of treating clients well. To get started today please review, complete and return the information and materials requested below:

BR	BROKER+ APPROVAL PACKAGE			
1	Broker+ Application (enclosed)			
2	Disclosure Statements (enclosed)			
3	Broker + Referral Agreement (enclosed)			
4	Signed and dated IRS Form W-9 (enclosed)			

Once we receive your completed application package, we will review it promptly and work to get you started with our Broker+ program as soon as possible. We look forward to working with you!

#### **IMPORTANT NOTE:**

CoreVest's Broker+ Program is available only for commercial mortgage loans, that (a) are secured by nonowner occupied residential rental/investment properties, and (b) are intended as an extension of credit for business, commercial or agricultural purposes under 12 C.F.R. 1024.5.



# **CONTACT INFORMATION**

COMPANY	INFORMATION

Legal Name:		Company NMLS ID:			
DBA Name:		Business Tax ID (EIN):			
Address:		Business Entity:			
City:		State of Inc. /Org:			
State:		Number Employees:			
Zip Code:		Parent Company:			
Website:		State Licenses:			
Company Phone:					

# INDIVIDUAL INFORMATION First: Middle: Last: Title: Work Phone: Mobile: Address: City/State: Zip Code: Email: Image: State: Image: State: State:

## Additional Principal:

First:		Middle:		Last:		
Title:		Work Phone:		Mobile:		
Addre	ss:		City/State:		Zip Code:	
Email:						

### Additional Principal:

First:		Middle:		Last:		
Title:		Work Phone:		Mobile:		
Addres	is:		City/State:		Zip Code:	
Email:						



# DISCLOSURE STATEMENTS

Unless noted, each question below that is answered yes, please provide an explanation on a separate page and attach to this application.

DI	DISCLOSURE STATEMENTS					
1	Have you or your company, or any principals or officers of your company been named as defendant in a lawsuit for alleged fraud or misrepresentation in connection with any real estate or finance related activity?	Yes	No			
2	Have you or your company, or any principals or officers in your company ever been named as defendant in any criminal proceedings/complaint/litigation for alleged fraud or misrepresentation in connection with any real estate or finance related activity?	Yes	No			
3	Have you, your company or any principals or corporate officers of your company ever been convicted of a crime?	Yes	No			
4	Have you or your company, or principals or corporate officers of your company, ever filed for protection from creditors under any of the bankruptcy laws within the past seven years?	Yes	No			
5	Have you or your company, or principals or corporate officers of your company, ever had a real estate or other professional license suspended, revoked or received any other disciplinary action from a regulatory agency?	Yes	No			
6	Has any lender enforced, or attempted to enforce, the Hold Harmless or Repurchase clause of their correspondent or broker agreement with you, your company or any principals or officers of the company?	Yes	No			
7	Has any investor requested the repurchase of mortgages or requested an indemnity in the last three years?	Yes	No			
8	Have you or your company ever been suspended from selling or servicing mortgages by an investor?	Yes	No			
9	Has your company ever had unfavorable findings with regard to mortgage operations, included in any audit examination or report by FHA, VA, FNMA, FHLMC or any regulatory, supervisory or investigating agency?	Yes	No			

I (we) certify the above information to be true and correct. The undersigned declares that the foregoing information and all accompanying information are true to the best of his/her knowledge and belief.



# **REFERRAL FEE AGREEMENT**

THIS REFERRAL FEE AGREEMENT (this "Agreement"), dated as of \_\_\_\_\_\_ (the "Effective Date"), is made by and between\_\_\_\_\_, a \_\_\_\_\_ ("Referrer"), and CoreVest American Finance Lender LLC, a Delaware limited liability company ("Company"). As used herein, the term "Parties" means all of Referrer and Company, and individually, each is referred to as a "Party".

#### RECITALS

WHEREAS, Referrer has an existing business relationship with a potential borrower (each such borrower, a "**Prospect**");

WHEREAS, by and through Referrer's existing business relationships with Prospects, Referrer will identify and introduce Prospects to Company (each such instance, a "**Referral**") that desire to obtain a commercial, business purpose loan offered by the Company on terms and conditions acceptable to Company in its sole and absolute discretion ("**Company Loan**");

WHEREAS, Company desires to pay Referrer a Referral Fee (as defined below) for each Referral on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the terms, covenants and agreements contained herein, the parties hereto agree as follows:

1. <u>Referral</u>. In connection with each Referral made by Referrer, Referrer will provide Company with (i) the Prospects' loan application, (ii) the data tape of the asset(s) to be considered for financing, (iii) letter(s) of explanation from such Prospect, as requested by Company, and (iv) any other item or document Company may, in its reasonable discretion, require for purposes of providing a Company Loan or proposed terms of a Company Loan, each in the form required by Company and as completed by Prospects.

2. <u>Acceptance</u>. All Referrals hereunder are subject to acceptance or rejection by Company, in its sole and absolute discretion. At any time prior to Company and a Prospect entering into a binding written agreement for a Company Loan (each, a "**Definitive Agreement**"), Company may decline to negotiate with such Prospect, reject such Prospect, or refuse to enter into a Definitive Agreement with such Prospect for any reason or no reason whatsoever, in its sole and absolute discretion.

3. <u>Referral Fee</u>. In consideration of each Referral of a Prospect that results in a Company Loan being closed and funded to such Prospect pursuant to a Definitive Agreement, Company will pay to Referrer a referral fee (the "**Referral Fee**") in accordance with the applicable product rate sheet in effect at the time of the Company Loan pricing. The Referral Fee will be paid to Referrer by Company within ten (10) Business Days of the funding of the related Company Loan. For purposes of this Agreement, "**Business Day**" means any day other than a Saturday, a Sunday or any day on which banking institutions in the City of New York are authorized or obligated by law, executive order or governmental decree to remain closed.

4. <u>Conduct Business</u>. The Parties acknowledge and agree that, except as specifically provided herein, this Agreement does not (i) restrict the ability of either Party or its representatives to engage in its business (including developing and participating in additional lines of business), (ii) prevent a Party or its representatives from competing with or against the other Party, and (iii) limit Company or its representatives' use or application of any information or knowledge acquired without breach of this Agreement. Each Party further acknowledges and agrees that the other Party may already offer or have developed or market financial products or services similar to or competitive with those of the other Party. In addition to the foregoing, Company or its representatives may be currently or in the future developing financial products and services that may be similar to all or part of Referrer's. Accordingly, nothing in this Agreement will be construed as a representation, warranty, covenant or declaration that Company or its representatives will not develop (or has not developed) financial products and services that, without violation of this Agreement, might compete with the financial products or services offered by Referrer.



# **REFERRAL FEE AGREEMENT**

5. <u>Term</u>. The term of this Agreement (the "**Term**") will commence on the Effective Date, and will continue until terminated by Company at any time, with or without cause, by providing Referrer at least three (3) Business Days prior written notice. Upon the termination of this Agreement, this Agreement will terminate and will be of no further force and effect; provided that, all Referral Fees which have accrued prior to the effective date of termination of this Agreement, if any, will survive and continue until paid in full by Company. Notwithstanding anything contained herein to the contrary, this Agreement may also be terminated by mutual written agreement of the Parties.

6. <u>Governing Law</u>. This Agreement is made in, will be governed by, and enforced in accordance with the laws of the State of New York without reference to its conflict of laws provisions. The Parties unconditionally and irrevocably agree that the courts sitting in New York will have the exclusive personal jurisdiction and exclusive venue over them for purposes of any actions arising out of or as a result of this Agreement.

7. <u>Entire Agreement; Amendment</u>. This Agreement constitutes the entire and complete agreement between the Parties concerning the subject matter hereof, and supersedes and terminates all prior agreements, understandings or representations by or among the Parties relating to the subject matter hereof. The Parties hereto may amend, modify or supplement this Agreement only by written agreement signed by each of the Parties hereto.

8. <u>Severability</u>. The provisions of this Agreement will be deemed severable, and the invalidity or uneforceability of any one or more of the provisions hereof will not affect the validity and enforceability of the other provisions hereof.

9. <u>Notice</u>. Any notice, request, other communication, or payment required or permitted hereunder will be in writing and will be deemed to have been duly given upon delivery, if delivered personally, by facsimile, by electronic transmission (with sufficient evidence of proof of successful transmission and delivery) or by recognized overnight courier service, or three (3) days after deposit, if deposited in the United States mail for mailing by registered or certified mail, postage prepaid, and addressed to the following addresses until such time as written notice of a change of address is given the other Party.

Referrer:	Company:
	1920 Main Street, Suite 850
Attention:	Irvine, CA 92614
Email:	Attention: Chief Operating Officer



## **REFERRAL FEE AGREEMENT**

10. <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which will be deemed an original, and all of which together will constitute one and the same instrument. This Agreement, and any amendments thereto, to the extent signed and delivered by means of a facsimile transmission or as an attachment to an electronic mail message in "pdf" or similar format, will be treated in all manner and respects as an original agreement or instrument and will have the same binding legal effect as if it were the original signed version thereof delivered in person.

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have executed this Agreement as of the Effective Date.

REFER	RER:
By:	
Name:	
Title:	
COMP/ COREV By:	ANY: EST AMERICAN FINANCE LENDER LLC
Name:	
Title:	
Author	ized Signatory