



COMMERCIAL BROKER CHECKLIST

- Broker Registration, with original signature(s)
- Broker Agreement, with original signature(s)
- Non-Circumvention Non-Disclosure
- Authorization/release for Business and Individuals
- Good Business Affidavit
- Current Broker's License (if applicable)
- Your Current Resume
- A copy of your business license and state of incorporation (if applicable)
- Request for Taxpayer Identification Number and Certification (W9 form)

After Completing This Form, Print, Sign and Fax to: 1-208-938-0025

13125 W. Persimmon Lane, Ste 150 ♦ Boise, ID 83713

Phone: (208) 938-5100 ♦ Fax: (208) 938-0025

www.alliedcommercialpartners.com



Date: _____

Good Business Affidavit

The broker program is only available to approved brokers. As a member of this program you agree to abide by the following terms:

1. Provide your customers with accurate and current rates to the best of your abilities and never use "Bait and Switch" or other unprofessional sales techniques.
2. Never sell a customer a loan that is not in their best interests.
3. Fully explain all program details and pre-payment penalties prior to gathering the expense deposit.
4. Disclose to Allied Commercial Partners all information regarding a transaction and the borrower/company that will help us make an informed decision.
5. Your company is expected to close a minimum of \$2,000,000 in loans per year.
6. Production goals are subject to change.
7. Your company will be properly licensed and insured.

You understand that violation of these terms may subject your company to removal from the approved broker program without refund.

Agreed to and accepted by:

Signature

Date

Print Name: _____

Title: _____

Company Name: _____

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BROKER AGREEMENT

This BROKER AGREEMENT (the "Agreement") is entered into this _____ day of _____, _____ by and between Allied Commercial Partners, with offices at 13125 W. Persimmon Lane, Suite 150, Boise, ID 83713 (hereinafter "ACP") and _____ with its principal place of business at _____ (hereinafter "Broker"). For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledge, the parties hereto agree as follows:

1. ACP is in the business of originating loans. Broker is in the business of arranging loans and performing other services in furtherance of the origination of loans. In the course of undertaking such services, Broker may introduce prospective borrowers to ACP (hereinafter a "Borrower") for the purpose of Borrower obtaining a loan from or through ACP (hereinafter a "Loan"). In the event ACP closes and funds a Loan with a Borrower within six (6) months from the date the Broker has introduced the Borrower to ACP, Broker shall be entitled to be compensated in accordance herewith (the "Compensation"). The Compensation shall only be due at such time and if the Loan closes and is fully funded.

2. Broker represents and warrants to ACP the following:

a. Broker is duly licensed, where required by law, to engage in the business of brokering residential and non-residential real estate backed loans. Attached hereto are copies of all such licenses held by Broker, which authorize Broker to engage in the business of brokering residential and nonresidential real estate backed loans. Broker shall maintain all such licenses in good standing at all times.

b. Broker has complied with, and will continue to comply with, all local, state, and federal laws and regulations applicable to the conduct of its business, including but not limited to the Equal Credit Opportunity Act, the Fair Housing Act, and all such laws and regulations that are included within the scope of the Fair Lending laws, the Fair Credit Reporting Act, the Real Estate Settlement Procedures Act, and the Truth-in-Lending Act.

c. Allied Commercial Partners is not Broker's only lender source and Broker acknowledges that ACP does not require that a Borrower use Broker in order to obtain a loan from ACP. Broker is an independent contractor and not an agent, servant, or employee of ACP. Broker shall not represent, directly or indirectly, to any Borrower or any other party, that it is an agent, servant, or employee of ACP. Broker shall not advise any Borrower that ACP has agreed to make a loan to such Borrower unless such Borrower's loan application is submitted to ACP by Broker and such Borrower is approved by ACP.

d. All applications submitted by Broker to ACP will be, to the best of Broker's knowledge after due investigation, true and complete; and will accurately reflect all information required by ACP.

e. Broker shall provide each Borrower/applicant with all applicable disclosures and notices as required by law, which disclosures shall be substantially in the form as promulgated by the National Association of Mortgage Brokers. The timely delivery of all necessary and appropriate disclosures shall be sole responsibility of the Broker.

f. Broker is fully aware of its responsibilities hereunder and has executed this Agreement only after it has had adequate opportunity to confer with its legal counsel. Broker has also executed this Agreement with the knowledge that ACP will rely upon the representations and warranties made by Broker to ACP. Broker

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acknowledges that ACP is authorized to send, from time to time, communications, rate sheets, product descriptions, and advertisements to the facsimile number provided by Broker.

3. Based on ACP's own credit, collateral and other lending criteria, ACP may, at its sole and unilateral discretion, from time to time accept and review applications from Borrowers referred to ACP by Broker. Broker acknowledges and understands that ACP has not, by its execution of this Agreement, agreed to make any loans to Borrowers referred to ACP by Broker. Loan approvals will be determined solely at the discretion of ACP and ACP shall have no liability to Broker, or Borrower, in the event ACP declines to approve any loan application or to fund any loan for any reason whatsoever.

4. The Compensation to be paid to Broker shall be set forth in the loan approval transmittal from ACP to Broker on a case-by-case basis. The value and scope of the Broker's services may vary for each transaction. Therefore, the Compensation earned by Broker for Broker's services in each transaction may be compensation for services, which may include but shall not be limited to the following:

- a. The release of any servicing rights created or that may be in the process of being created by the Broker
- b. The Loan or related Loan file which has been provided to ACP.
- c. Any and all savings in production costs that may be realized by ACP as a result of ACP's use of the Broker's staff in lieu of ACP's own staff.
- d. Other services actually performed by Broker for the benefit of ACP in the origination and sale of any Loan to a Borrower procured by Broker, as permitted by applicable law.

5. If permissible under applicable state and federal law, the Broker may impose and collect additional fees upon Borrowers/applicants for consultations and other lending services, provided that such fees shall be agreed upon pursuant to a duly executed written Agreement between the Broker and such Borrower. Broker shall provide a copy of each such written agreement to ACP prior to the funding of each loan.

6. All compensation to be paid to the Broker in connection with each Loan shall be disclosed on the Good Faith Estimate of Closing Costs, if applicable, and the HUD-1 Settlement Statement or other closing statement in accordance with applicable law.

7. In the event of any litigation arising out of the terms of this Agreement, the prevailing party shall be entitled to receive all costs and fees, including reasonable attorney's fees at all trial and appellate levels. Any litigation between the parties arising from this Agreement shall only be brought in Boise, Idaho and the parties hereby agree to such jurisdiction in Boise, Idaho. Seller, to the extent permitted by law, knowingly, intentionally, and voluntarily submits to personal jurisdiction in Boise, Idaho and agrees that Boise, Idaho is the proper venue for any such proceeding by any person arising from or relating to the Agreement. This Agreement shall be governed by the laws of the State of Idaho without giving effect to the conflict of laws. Nothing contained herein shall obligate Lender to close or fund any loan. Facsimile signatures on counterparts of the Agreement are hereby authorized and shall be acknowledged as if such facsimile signatures were an original execution, and this Agreement shall be deemed as executed when and executed facsimile hereof is transmitted by a party to any other party. This Agreement constitutes the entire understanding between ACP and Broker with respect to the subject matter hereof and there are not other understandings between ACP and Broker with respect to the subject matter hereof. Broker agrees that full payment of the Compensation set forth herein shall release Lender from all claims or liability to Broker with respect to such Loan. Broker specifically agrees to defend and hold Lender harmless from any and all claims of other brokers for a finder's fee or commission in connection with the Loan to Borrower for which the foregoing described Compensation was paid to Broker. EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES (TO THE EXTENT PACPITTED BY APPLICABLE LAW) ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY OF ANY DISPUTE ARISING UNDER OR RELATING TO THIS AGREEMENT AND AGREES THAT ANY SUCH DISPUTE SHALL, AT THE OPTION OF ACP, BE TRIED BEFORE A JUDGE SITTING WITOUT A JURY.

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8. Allied Commercial Partners, is authorized to send any and all communications, rate sheets, product information, and advertisements to the facsimile number provided below.

BROKER:

(Print Name of Company or Broker)

Signature: _____

Name: _____

Title: _____

Facsimile: _____

Allied Commercial Partners, Inc.

Signature: _____

Printed Name: _____

Title: _____



BROKER REGISTRATION

Name of Broker: _____

Broker's Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

PRINCIPLE BROKER NAME: _____

OTHER NAMES ALLOWED TO MAKE INQUIRES FROM YOUR OFFICE:

1) _____ Email: _____

2) _____ Email: _____

3) _____ Email: _____

TYPE: _____ Individual _____ Corporation, LLC _____ Partnership

Type of Broker License if required for your state:

License # : _____ Expiration Date: _____

I, we certify the above broker information is true to the best of my knowledge.

Principle Broker - Signature

Date

Print Name

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AUTHORIZATION/RELEASE FOR BUSINESSES AND INDIVIDUALS

_____ (the "Applicant") acknowledges that it is in the best interest of both Applicant and Allied Commercial Partners, Inc. ("Mortgage Lender") for Mortgage Lender to perform due diligence concerning applicant's background and experience. Applicant further acknowledges that Applicant benefits from the efficiencies in the due diligence process that are possible when Mortgage Lender and other similarly-situated entities in the mortgage industry exchange information about their experiences in doing business with individuals and to submit the name of Applicant's company and any and all employees of that company for screening through any and all mortgage industry background databases, including, without limitation, databases operated by Mortgage Asset Research Institute, Inc., such as the Mortgage Industry Data Exchange ("MIDEX").

Applicant understands that Mortgage Lender performs quality control reviews of the loans that Applicant submits to Mortgage Lender for registration, review, underwriting, and/or purchase. Applicant understands and hereby consents to the release of information about any loan application that is believed to contain misrepresentations and/or irregularities. Applicant agrees and gives its consent that it and its employees may be named as the originating entity or loan officers on such loans, whether or not Applicant or its employees are implicated in the misrepresentations and or irregularities. Applicant hereby releases and agrees to hold harmless Mortgage Lender, Mortgage Asset Research Institute, Inc., all MIDEX subscribers, and any trade associations that endorses the MIDEX system from any and all liability for damages, losses, costs, and expenses that may arise from the reporting or use of any information submitted by Mortgage Lender or any other MIDEX subscriber to Mortgage Asset Research Institute, Inc., recorded in the MIDEX system, and used in any way by Mortgage Lender or any other MIDEX subscriber.

Signed for Applicant:

Signed for Mortgage Lender:

(Print Name)

(Print Name)

Its _____

Its _____

Company:

Company:

Allied Commercial Partners, Inc.

13125 W. Persimmon Lane, Suite 150

Boise, ID 83713

Address: _____

Date: _____

Date: _____

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