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## BROKER AGREEMENT

This Broker Agreement (hereinafter "Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between Alliance Business Capital, Inc. (hereinafter "Alliance") located in Fort Myers Beach, FL., and \_\_\_\_\_ (hereinafter "Broker") with its principal place of business at: \_\_\_\_\_

1. Alliance is in the business of originating commercial real estate loans and business loans. Broker is also in the business of originating / arranging commercial real estate loans and performing other services in the furtherance of the origination of commercial real estate loans. In the course of undertaking such services Broker may from time to time introduce prospective borrowers (hereinafter "Borrowers") to Alliance for the purpose of Borrower obtaining a commercial real estate loan through Alliance (hereinafter "Loan"). In the event Alliance closes and collects a fee from Borrower within six (6) months of Broker referring a Loan to Alliance then Alliance agrees to pay Broker 50% of all Borrower paid fees. The compensation shall only be due at such time as Alliance actually collects the fee from Borrower.
2. Alliance agrees to pay Broker by U.S. mail or wire transfer to the address outlined herein a referral fee between .50 and 1% of the closed loan amount. Alliance shall make every attempt to pay Broker within 24 business hours of collecting the commercial loan fee from the Borrower.
3. Broker agrees to provide Alliance with a fully completed Alliance Loan Package and to assist Alliance in obtaining all required supporting documents.
4. Broker agrees to provide Alliance with full access to Borrower for the purpose of obtaining any necessary documents and for verification of information necessary to underwriter and close the loan.
5. Broker is an independent contractor and not an agent, servant or employee of Alliance. Broker shall not represent directly or indirectly, to any Borrower or any other party, that it is an agent, servant, or employee of Alliance.
6. Broker shall not contact directly an Alliance Lending Partner on any loan submitted to Alliance. Any attempt to do so will nullify Alliance's obligation to pay Broker and Alliance will retain 100% of any closed commercial loan fee paid to Alliance by the Borrower.
7. All applications submitted to Alliance by Broker will be, to the best of Broker's knowledge after due investigation, true and complete and will accurately reflect all information required by Alliance.

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8. Any/All loans approvals obtained will be at the sole discretion of an Alliance Lending Partner. Broker understand that Alliance itself does not approve or deny commercial real estate loan applications. Alliance shall have no liability to Broker, or Borrower in the event Alliance is unable to obtain a loan approval.
9. This agreement and the rights and obligations of the parties under this agreement shall be governed by and construed and interpreted in accordance with the laws of Florida.
10. This agreement contains the final and complete integration of all expressions by the parties hereto with respect to the subject matter hereof, superseding all prior oral or written understandings.

**Alliance Business Capital, Inc.**

**Broker**

\_\_\_\_\_  
PRINT/TYPE NAME

\_\_\_\_\_  
COMPANY OR BROKER

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT/TYPE NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
TITLE

**ALLIANCE BUSINESS CAPITAL  
150 MANDALAY ROAD  
FORT MYERS BEACH, FL 33931  
PHONE: 866.712.4175**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PHONE / FAX