

Mortgage Broker Agreement

This Mortgage Broker Agreement is between Dayton Capital Partners, LLC and Borrower. Borrower desires to obtain a loan to be secured by existing and/or new investment properties.

Recitals

The term "Borrower" shall include all persons or entities affiliated with Borrower, including, but not limited to, partners, shareholders and shareholders of partners or Borrower.

Dayton Capital Partners, LLC is a Commercial Real Estate Broker/Lender engaged in the business of arranging and making loans secured by real property for commercial use or investment. Such loans may be funded by various institutional or private lender(s).

Borrower has applied to Dayton Capital Partners, LLC for the above mentioned real property loan and, therefore, the Borrower and Dayton Capital Partners, LLC agree as follows:

Agreement

Lender's/Broker's Exercises of Due Diligence: Dayton Capital Partners, LLC agrees to use their best efforts to exercise due diligence to obtain a loan satisfactory to Borrower from available lending institutions or private lending sources. Dayton Capital Partners, LLC has no authority to make promises, representations or warranties for lender(s) unless the terms are set forth in writing signed by the lender. Dayton Capital Partners, LLC shall have no liability if it uses its best efforts but is unable to obtain a lender(s) willing and able to fund this loan.

Borrower's Representation and Warranties: Borrower represents that information furnished, is true, accurate and complete to the best of the Borrower's knowledge and belief and no material information has been withheld.

Borrower's Agreement to Cooperate: Borrower agrees to cooperate with gathering and providing the necessary information and documentation for the lender(s) intending to make the loan. Borrower's satisfaction with the loan terms shall be evidenced by Borrower's written execution of the loan documents submitted to the escrow holder by the lender(s).

Borrower's Authority: Borrower hereby grants to Dayton Capital Partners, LLC the exclusive right to obtain a loan for the aforementioned property commencing upon the Effective Date of this agreement. Dayton Capital Partners will obtain contingent approval of said loan within 30 days of the borrower submitting a complete application and the requested documentation. If Dayton Capital Partners is unable to obtain a contingent approval within 30 days, this exclusive right is terminated.

Mortgage Broker Agreement

Borrower Agrees to Pay Commissions and Fees for Services Rendered: The borrower agrees to pay Dayton Capital Partners, LLC according to the Fee Addendum for its services to obtain a loan for the borrower. The Loan Commitment Fee is due upon the borrower accepting the proposed loan terms from the final lender. If the loan is not closed, the Loan Commitment Fee is considered full payment for services. Broker Commission will be based upon the final loan amount, and paid at loan closing.

Third Party Fees: Borrower agrees to pay any third party fees required by the lender.

Borrower's Instructions to Escrow Holder: This Agreement is the Borrower's written authorization to the escrow holder and/or closing agent. The Borrower directs the escrow holder and/or closing agent to pay all loan fees and brokerage commissions due to Dayton Capital Partners directly from the proceeds of this loan at closing.

Non-Circumvention: Borrower agrees and covenants that he/she will not directly or individually or in conjunction with any person, company, partnership or corporation solicit, promote, consent or contact the lender(s) introduced by Dayton Capital Partners, LLC or its assignee with respect to other requests except by written consent by Dayton Capital Partners, LLC or its successors/assignee.

Effective Date and Binding upon Parties: This Agreement is to be effective as of the date of acceptance by Dayton Capital Partners, LLC evidenced by the signature of the authorized representative in the space provided below. This Agreement shall constitute a binding obligation between the parties and their successors and assignees to the extent the duties and obligations are assignable.

Borrower Instructed to Obtain Professional Advice: The borrower acknowledges he/she/they have been instructed to obtain professional advice for legal, tax or any financial planning purpose related to this agreement and the Borrower's loan.

Time Is of The Essence: Time is of the essence for the performance of each and every covenant and the satisfaction of each and every condition contained in this Agreement.

DO NOT SIGN THIS AGREEMENT UNTIL YOU HAVE READ AND UNDERSTAND IT. BORROWER AND LENDER ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT.

Borrower

Date

Borrower

Date

Mortgage Broker Agreement

Fee Agreement

Loan Commitment Fee (once rates & terms are accepted)	\$499
Broker Commission: (a point is 1% of the final loan amount.) The minimum Broker Commission is \$2,000.	2 Points

Borrower

Date

Borrower

Date

Mortgage Broker Agreement

Borrower Disclosures in Brokered Transactions

Thank you for choosing us as your mortgage broker in connection with your loan application for the property located at: _____.

In order to continue, we are required to give you the following disclosures on behalf of the lender to whom we have submitted your loan application ("Lender").

Appraisal and Automated Valuation Model Notice

Lender may order an appraisal to determine the property's value and charge you for this appraisal. At your request, Lender will promptly give you a copy of any appraisal, even if your loan does not close. Please let us know if you would like a copy of your appraisal, and we will pass that request along to Lender. You can pay for an additional appraisal for your own use at your own cost. By signing this form, you waive the right to receive a copy of the appraisal or other written valuation within the time required by ECOA section 1002.14(a)(1). Should there be a clerical revision, meaning no material change in methodology or any change in the appraised value, on the existing appraisal or other written valuation, you waive your right to an updated copy of the appraisal/valuation within the time required by section 1002.14(a)(1). You understand that you need not waive this right, but that declining not to waive this right could delay the closing of the loan.

Consent to Run Background Report

In order to fully evaluate your mortgage application, Lender needs to run a background report on you. By signing below, you authorize Lender to obtain a background report from a third party provider and/or consumer reporting agency in connection with this loan application. Lender may use any such background report to authenticate your identity, to make credit decisions, and for other credit purposes related to applications for credit I (or the entity I represent in this transaction) submit(s) within the next ninety (90) days. I also authorize Lender to obtain background reports at various times during the term of the loan in connection with the servicing, monitoring, collection or enforcement of the loan, and any other permissible purpose allowed by the Fair Credit Reporting Act.

Agreed and acknowledged:

Borrower

Signature Date

Name

Title (if applicable)

Co-Borrower (if applicable)

Signature Date

Name

Title (if applicable)