

## AGREEMENT FOR BROKER SERVICES

This broker agreement is entered into as of \_\_\_\_\_, 20\_\_\_\_ by and between BGI Capital LLC (BGI) and \_\_\_\_\_ ("Broker").

1. Broker hereby agrees to solicit and receive all Applications related to BGI Capital loan programs through itself and its employees. All Broker employees taking applications or offering or negotiating mortgage loan terms must be, in accordance with and as required by applicable law, (i) registered through the Nationwide Mortgage Licensing System and Registry ("NMLS"), and (ii) licensed or registered in any particular jurisdiction. Broker shall provide to each Applicant, contemporaneously with the taking of the Application, broker disclosure(s) provided by BGI Capital in accordance with applicable federal and state laws. Broker shall submit each Application to BGI Capital in a manner to be communicated to the Broker in writing by the BGI Capital, and using the appropriate BGI Capital loan documents, in each case as revised from time to time.

2. Broker understands and represents and warrants that it shall submit no Application or related documents containing false or misrepresented information. Broker shall be responsible for all actions taken in the course of its performance of its obligations under this Agreement, whether performed by Broker, its employees, agents or licensees. Broker shall indemnify BGI Capital for any and all claims relating to fraud having occurred in the origination of such mortgage loan, where Broker knew or should have known of such fraud. Broker understands and agrees that in the event BGI Capital reasonably believes misrepresentations or fraud (e.g., instances of misstatements and/or inconsistencies generated either by the Broker or with the Broker's knowledge) exists in an Application or related documents, regardless whether the loan closes, BGI Capital may report such misrepresentation or fraud to the appropriate state and federal regulatory authorities, law enforcement agencies, and fraud databases. Broker acknowledges the importance of BGI Capital's right and necessity to disclose such information, and Broker waives any and all claims for liability, damages and equitable or administrative relief in connection with BGI Capital's disclosure of such information. In the event that fraud has been deemed by BGI Capital, in its sole and reasonable discretion, to have occurred on a closed loan where Broker knew or should have known of such fraud, Broker shall promptly repurchase such fraudulent loan and indemnify BGI Capital for any damages related thereto.

3. Broker hereby authorizes BGI Capital to forward to Broker any and all documentation via its facsimile number or e-mail address whether said documentation is or is not specific transaction related, including but not limited to any marketing material BGI Capital deems relevant and to Broker's representation and referral services.

4. BGI Capital will instruct the escrow agent responsible for closing each transaction to promptly release any fees or commissions due to the Broker. Unless otherwise agreed upon by BGI Capital in writing prior to the transaction commencing, BGI Capital bears no responsibility or liability for fees or commissions due to Broker from any borrower.

5. This Agreement shall continue in full force and effect unless and until either party (i) sends written notice to the other terminating the same, or (ii) files for voluntary dissolution, bankruptcy, becomes insolvent, winds down or ceases doing business. Either party may terminate this agreement with or without cause at any time. The parties acknowledge that Section 2 shall survive the termination of this agreement.

6. By executing this Agreement, Broker on behalf of itself, and its owners, officers and employees hereby expressly consents to a background check as part of BGI Capital's application review process and on-going monitoring of Brokers participation in BGI Capital's program. These checks may be performed by BGI Capital, its subsidiaries and affiliates, or in whole or in part by a third party service provider acting on BGI Capital's behalf.

7. Broker hereby discharges and releases BGI Capital, its parent companies, subsidiaries and affiliates, and their present and future directors, officers, employees, attorneys, and agents, and the successors and assigns of any of the foregoing, of and from any and all claims, demands, actions, causes of action, suits, damages, attorneys' fees, costs and expenses of suit, liabilities and judgments of whatsoever kind (a "Claim"), by reason of any act or omission relating to use of this broker agreement or verification of any information contained therein by BGI Capital. Broker further indemnifies and agrees to defend and hold BGI Capital harmless with respect to any Claim made by any past, present or future owner, officer, or employee of Broker with respect to such use or verification.

8. Upon the closing of each loan, the Broker shall immediately assign, transfer and convey all of its rights, title and interest in the mortgage loan file and any and all of its contents to BGI Capital.

9. In the event any legal dispute arises between BGI Capital and Broker, regardless whether formal proceedings or filings have been made, both parties agree that said dispute shall be decided in accordance with internal laws of the State of Florida, without regard to conflict of law principals, and that venue shall exclusively be in Miami, Florida. The prevailing party, as determined by a Judge, Mediator or Arbitrator, as applicable, shall be entitled to receive all costs and fees incurred as a result of said dispute, including, but not limited to, reasonable attorney fees and through and including all appeals, if any.

10. By virtue of this agreement and execution thereof, both BGI Capital and Broker agree to waive the right to a trial by jury in any litigation between the parties hereto.

**The Broker represents and warrants that:**

1. As applicable, Broker and its loan originators are licensed and/or legally permitted to participate in the business of brokering commercial real estate loans and shall provide BGI Capital with all required documentation supporting said representation.

2. Broker has and will comply with all local, state and federal laws and regulations as it relates to the conduct of its business.

3. All information and documentation submitted to BGI Capital by Broker is true, complete and accurate.

4. Broker is not party to (i) any pending or threatened litigation or regulatory audits, as a defendant involving fraud, misrepresentation, violation of any state or federal lending laws or regulatory compliance, (ii) any claims by Applicants, (iii) any consent orders or cease and desist orders, or (iv) any negative investor or regulatory finding through audits or examinations.

5. Broker conducts background checks on all employees and no employee is subject to any litigation or regulatory complaint involving fraud, misrepresentation, violation of any state or federal lending laws or regulatory compliance.

# BGI CAPITAL

All notices to BGI Capital should be addressed to:

BGI Capital, LLC  
175 SW 7th Street, Suite 2205, Miami, Florida 33130

**IN WITNESS WHEREOF**, each of the parties has caused this agreement to be duly executed.

**BGI Capital, LLC**, a Florida Limited Liability Company

\_\_\_\_\_  
(BGI Capital Signature)

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

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

Date: \_\_\_\_\_

**BROKER**

\_\_\_\_\_  
(Broker Signature)

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

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

Date: \_\_\_\_\_

## APPENDIX A - BROKER INFORMATION

Please provide your BGI Capital representative with the following information, along with the Broker's Articles of Incorporation.

Broker Legal Name:	
DBA (if different from above):	
NMLS Number:	
State Licenses (list all that apply):	
Address:	
City / State:	
Zip:	
Primary Contact:	
Phone:	
Fax:	
Email:	
Broker of Record:	
Position / Title:	
SS#:	
Ownership %:	
Company Principal #1:	
Position / Title:	
SS#:	
Ownership %:	
Company Principal #2:	
Position / Title:	
SS#:	
Ownership %:	
Company Principal #3:	
Position / Title:	
SS#:	
Ownership %:	