

CASH FLOW NETWORK – BROKER FEE AGREEMENT

This agreement made between \_\_\_\_\_ of \_\_\_\_\_ (the "Borrower") and Nathaniel Robinson, Sr. ("the Broker") with mailing address of PO Box 15397 in Chesapeake, VA 23328.

The Borrower authorizes and engages the Broker to assist with obtaining a hard money loan for the property known \_\_\_\_\_ ("the Property") in accordance with the terms and conditions agreed to in the Lender's Agreement provided under separate cover to the Borrower.

This "Broker Fee Agreement" serves to set forth the understanding in connection with helping to secure the proposed financing for the Property.

**I. Proposed Financing.** The Borrower is requesting a Minimum Loan Amount of US\$ \_\_\_\_\_ .00. The items in paragraphs "a" through "f" below will be clearly stated as applicable in a separate Letter of Interest and agreed to as applicable in a separate Lending Agreement from (the "Lender").

- a) Minimum Loan Term: \_\_\_\_\_ years
- b) Maximum Loan Amortization: \_\_\_\_\_ years
- c) Maximum Interest Rate: \_\_\_\_\_ %
- d) Loan Type: Fixed \_\_\_\_\_ Variable \_\_\_\_\_ Either \_\_\_\_\_
- e) Options: Full Recourse \_\_\_\_\_ Non-recourse \_\_\_\_\_ Negotiable \_\_\_\_\_
- f) Other:

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**II. Broker Fees.** The Borrower hereby agrees to pay the following Broker fees:

- a) **Processing Fee.** No processing fees are due to the Broker from the Borrower for services performed in accordance with this Agreement.
- b) **Success Fee.** The Borrower agrees to pay the Broker a success fee equal to 1% (.01) of any loan secured by the Property for which the Broker was the procuring cause of the financing for a period of 180 days from the execution this Agreement.

The success fee does not include any point(s) to be paid to the lending institution, closing costs or any point(s) or fees paid to other mortgage consultants for their services. The success fee is fully earned by the Broker when the financing has been approved in writing by the lender with terms and conditions acknowledged in writing to be acceptable to the Borrower. This fee will be collected at the loan closing. The

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success fee is deemed to be fully earned and payable upon demand so long as the failure to close is solely the result of the Borrower’s acts or omissions.

**III. Lender Fees.** The Borrower understands that the lender may require a cash deposit prior to issuance and acceptance of a loan commitment. Any such deposits will be collected and retained by the lender, subject to the lender’s policies and procedures.

**IV. Financing is not Guaranteed.** The Borrower understands and agrees that this Agreement is not a guarantee and that the proposed financing may not be successfully completed. If acceptable financing cannot be obtained, the Broker’s obligation shall be limited to advising the Borrower that the Broker is unable to procure the proposed financing.

**V. Information for Borrower.** The Borrower agrees to provide any requested information and to execute and deliver the appropriate completed forms that may be customarily required to secure financing on the Property.

**VI. Term of this Agreement.** The term of this Agreement shall remain in full force and effect for 180 days from the date of its execution OR until a successful loan is made with “the Lender” OR refusal of its offer. This Agreement may be modified or canceled upon written notice.

This agreement constitutes an entire understanding and cannot be modified unless agreed to in writing and signed by all parties. This agreement is binding on the parties aforementioned, their heirs and assigns and all others succeeding in the interest to any party either directly or indirectly.

Agreed to by:

\_\_\_\_\_ Borrower Date \_\_\_\_\_  
\_\_\_\_\_ Borrower Date \_\_\_\_\_  
\_\_\_\_\_ Borrower Date \_\_\_\_\_  
\_\_\_\_\_ Borrower Date \_\_\_\_\_  
\_\_\_\_\_ Borrower Date \_\_\_\_\_

*Digitally Signed: Nathaniel Robinson, Sr.* - Broker Date:

**Note 1:** Broker has signed a “Commission Protection and Non-Disclosure Agreement with “the Lender” and the Funding Lender also has a copy of this Broker Fee Agreement.

**Note 2:** Execute a signed and dated copy of this Agreement with your acceptance of the terms and conditions in the Lender’s Letter of Interest or Letter of Agreement.