

Apartment Lending Corporation

Nationwide Wholesale Commercial Loans Since 1997

10475 Park Meadows Drive, Suite 600, Lone Tree, Colorado 80124

Website: **www.aptlending.com** E-Mail: **info@aptlending.com**

Phone: 303-771-1031

BROKER OR LOAN OFFICER REFERRAL AGREEMENT

This agreement is made this _____ day of _____, 20____, by and between _____ (hereinafter referred to as "Referring Broker/Loan Officer") and Apartment Lending Corporation (hereinafter referred to as ALC).

The Referring Broker/Loan Officer shall submit applications for loans, the requirements of which in terms of amounts, rates, security and other qualifying features will meet the guidelines established by ALC (which may be adjusted from time to time) to meet ALC's investors or lenders requirements.

It is expressly understood and agreed that submission of a loan application by Referring Broker/Loan Officer to ALC shall not in any way be construed in and of itself to obligate ALC or it's investors or lenders to fund such loan application or to create any type of liability on ALC or it's investors or lenders for accepting such application.

Referring Broker/Loan Officer hereby agrees to furnish any and all financial statements, real estate information and other additional items which may be required by ALC (all obtained at Referring Broker/Loan Officer's expense) to enable ALC and it's investors and lenders to evaluate the loan application for its approval. Referring Broker/Loan Officer hereby warrants that all information furnished to ALC for lender's or investor's use in evaluating the creditworthiness of the borrower(s) or collateral value of the property shall be accurate and complete.

If ALC determines that additional information or action by Referring Broker/Loan Officer is needed to facilitate approving, funding the loan application and attaining post closing documents Referring Broker/Loan Officer agrees to provide any and all of these services at their own expense.

Referring Broker/Loan Officer represents, warrants and covenants that all documents or instruments submitted by Referring Broker/Loan Officer or Referring Broker/Loan Officer's agents in connection with such loan applications will be valid, truthful and genuine, being what on their face, they purport to be.

Furthermore, Referring Broker/Loan Officer represents, warrants and convenience that Referring Broker/Loan Officer will comply with all laws, both State and Federal, as may be applicable to Referring Broker, including, but not limited to, the Truth-in-Lending Act, Federal Regulation Z, Equal Credit Opportunity Acts, Real Estate Settlement Practices Act, etc.

Referring Broker further warrants, represents and covenants that Referring Broker/Loan Officer possesses all valid licenses, permits and statutory approval as may be required by Federal, State and Local law or regulations as covered in this Agreement.

Referring Broker/Loan Officer agrees to protect, indemnify and hold ALC harmless from any and all losses, liabilities, costs and expenses, including attorney's fees, that may be incurred by ALC with respect to, or resulting from any breach of action, covenant, warrant or representation made by Referring Broker/Loan Officer.

This agreement may be canceled by either party upon written notice of such cancellation by one party to the other. Such cancellation in no way will affect any liabilities existing or which may become existing on transactions entered into prior to the date of cancellation.

Referring Broker/Loan Officer hereby acknowledges the ALC may transfer its rights under this agreement to various investors or lenders who may purchase loans made by ALC which have been originated or submitted by the Referring Broker/Loan Officer and Referring Broker/Loan Officer further agrees to hold those investors or lenders harmless from any losses which they might incur due to their acceptance of the Referring Broker/Loan Officer's representations and warranties.

Referring Broker/Loan Officer hereby agrees and warrants that Referring Broker/Loan Officer is acting as an independent contractor and not as an agent or employee of ALC.

Referring Broker/Loan Officer shall be compensated all of the origination fee paid by borrower(s) and applicable yield spread premium after closing and paid to Referring Broker/Loan Officer out of ALC's escrow account.

This agreement constitutes the sole mutual understanding between the two parties regarding the subject matter. This Agreement may not be modified or altered, except in writing and then only by written agreement mutually agreed to and signed by both parties.

Referring Broker/Loan Officer hereby further acknowledges that the investor(s) or lenders of ALC are a unique and valuable asset of ALC and agrees not to circumvent that relationship in this transaction and any subsequent transactions without prior written authorization of ALC. Referring Broker/Loan Officer agrees that this breach may cost the Referring Broker/Loan Officer any fees now and in the future do the Referring Broker/Loan Officer for violating this agreement.

This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of both parties hereto.

Forum and Choice of Law: Any controversy or claim arising out of or relating to this Agreement must be brought in a forum located in Douglas County, Colorado. Both parties waive their right to jury trial. No such action may be brought in any forum outside the State of Colorado. This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado.

Severable. If any non-material provision of this Agreement shall be held invalid, illegal or unenforceable for any reason, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of this Agreement and the same shall remain in full force and effect.

All notices pursuant to this Agreement shall be deemed sufficient if in writing, delivered personally or sent by certified mail, return receipt, postage prepaid, as follows:

If to Apartment Lending Corporation

Apartment Lending Corporation
10475 Park Meadows Drive, Suite 600
Lone Tree, Colorado 80124

ALC's Representative Signature: _____ Date: _____
signature

Printed Name: _____

If to Referring Broker/Loan Officer

Broker/Loan Officer's Firm Name (if applicable): _____

Website: _____

Broker/Loan Officer: _____

Address: _____

City, State, Zip: _____

Phone: _____ FAX: _____

E-Mail: _____

By signing below, Referring Broker/Loan Officer warrants that they are authorized to sign on behalf of and to bind Referring Broker/Loan Officer to this Agreement. For the purpose of signing this agreement, a fax copy shall be deemed as an original.

Referring Broker's Signature:

By: _____ Title: _____ Date: _____
signature

Referring Broker or Loan Officer Printed Name: _____

Request for Taxpayer Identification Number and Certification

**Give form to the
 requester. Do not
 send to the IRS.**

| | | |
|--|---|---|
| Print or type See Specific Instructions on page 2 | Name (as shown on your income tax return) | |
| | Business name, if different from above | |
| | Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ | |
| | <input type="checkbox"/> Exempt from backup withholding | |
| | Address (number, street, and apt. or suite no.) | Requester's name and address (optional) |
| | City, state, and ZIP code | |
| List account number(s) here (optional) | | |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

| | | | | | | | | |
|-------------------------------|--|--|--|--|--|--|--|--|
| Social security number | | | | | | | | |
| | | | | | | | | |

OR

| | | | | | | | | |
|---------------------------------------|--|--|--|--|--|--|--|--|
| Employer identification number | | | | | | | | |
| | | | | | | | | |

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

| | | |
|------------------|----------------------------|--------|
| Sign Here | Signature of U.S. person ▶ | Date ▶ |
|------------------|----------------------------|--------|

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,