

BROKER OR LOAN OFFICER REFERRAL AGREEMENT

**Do not send this agreement in without a pre-qual package attached to it. We do not keep these agreements beyond the close of the file. Each time you send in a pre-qual package you send in this agreement so we know who to pay on a particular loan.
This is not a blanket agreement for future loans.**

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) a division of Colorado Federal Savings Bank.

The Referring Broker/Loan Officer (hereinafter referred to as "RBLO") 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 RBLO 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.

RBLO 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 RBLO expense) to enable ALC and it's investors and lenders to evaluate the loan application for its approval. RBLO 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 RBLO 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.

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

Furthermore, RBLO represents, warrants and convenience that RBLO 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 RBLO 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.

RBLO 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 RBLO.

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.

RBLO hereby agrees and warrants that RBLO is acting as an independent contractor and not as an agent or employee of ALC.

RBLO shall be compensated all of the origination fee paid by borrower(s) and applicable rebate or yield spread premium (YSP) after closing and paid to RBLO 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.

RBLO hereby further acknowledges that the investor(s) or lender(s) 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. RBLO agrees that this breach may cost the RBLO any fees now and in the future due the RBLO in violation of this agreement. ALC further reserves the right to enforce its protection of said investor(s) or lender(s) by legal action if necessary.

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 ALC:

Apartment Lending Corporation a division of
Colorado Federal Savings Bank
10475 Park Meadows Drive, Suite 600
Lone Tree, Colorado 80124

ALC's Representative Signature: _____ Date: _____

signature

Printed Name: _____

If to RBLO:

Name of RBLO: _____

Website: _____

Company Name: _____

Address: _____

City, State, Zip: _____

Phone: _____ FAX: _____

E-Mail: _____

NOTE: Please fill out attached W-9 and return with this document and the complete prequalification package each time you submit a prequal package.

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

Referring Broker or Loan Officer's Signature:

By: _____ Title: _____ Date: _____

signature

RBLO Printed Name: _____