

Broker Loan Referral Form

Please complete the form and submit to CRELoans@modernfunding.com or fax to 978-313-3102. One of our CRE loan specialists will contact you to evaluate the opportunity.

YOUR CONTACT INFO

Name: _____

Company: _____

Phone: _____

Email: _____

BORROWER INFO

Name: _____

Phone: _____

Email: _____

PROPERTY INFO

Address: _____

City: _____

State: _____

Zip: _____

Property Type: _____

Property Value Estimate: _____

Loan Purpose: _____

Requested Loan Amount:
(minimum \$500,000)

Referral Terms & Conditions

Please read our Terms and Conditions carefully. By submitting the Loan Referral Form, you agree that you shall be bound by all terms and conditions herein in connection with your referring a prospective borrower (the "Customer") who may subsequently obtain a loan (a "Loan") brokered by Modern Funding, LLC ("Modern Funding").

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, you hereby agree as follows:

- 1.** If you refer a Customer to Modern Funding, and Modern Funding receives a commission due to such Customer closing a loan (a "Closing") within 120 days of such referral, Modern Funding agrees to pay a fee (the "Fee") to you equal to \$1,000. To assist Modern Funding to find suitable candidates, you should provide Modern Funding with all information requested on the customer referral form. By providing us with your contact details, you agree that we will use your data in connection with your referral and that all notices will be sent to you at the address you provide.
- 2.** You shall not be entitled to any compensation other than the Fee (assuming the Fee is payable). No Fee is payable unless the Loan closes and Modern Funding receives a commission. You represent and agree that no other person is or will be entitled to any part of the Fee to be paid in connection with this referral, other than you in the normal course of business. You represent and agree that you have not made and will not make any fee payments to Customer, to any of Customer's employees, to Modern Funding, or to any Modern Funding employee. You acknowledge that Modern Funding shall have no obligation to broker a Loan unless in the exercise of its sole and exclusive discretion, Modern Funding determines to broker such Loan. Notwithstanding anything to the contrary herein, no Fee shall be due where such Customer has been previously introduced to Modern Funding by another entity or individual, including but not limited to the Customer him or herself.
- 3.** You shall comply with all applicable laws, rules, and regulations, including applicable laws regarding the privacy of customer information and that you indemnify Modern Funding for any losses, damages, costs or expenses it may suffer should you breach this term. You agree that Modern Funding shall not be liable for (i) any loss of or damage to profit, revenue, savings, data, use, contract, goodwill or business or (ii) any indirect or consequential loss or damage, arising out of or in connection with referral or these terms and conditions.
- 4.** Modern Funding makes no representations, warranties, promises, inducements or considerations of any kind given with respect to the transactions set forth herein except as are expressly memorialized in these terms and conditions. These terms and conditions may not be waived or modified except in a writing signed by Modern Funding. These terms and conditions shall be interpreted in accordance with the laws of the Commonwealth of Massachusetts, without reference to any principles of conflicts of laws. If any term or condition is held to be invalid, the remaining terms and provisions shall not be affected and shall remain in full force and effect.