



MORTGAGE BROKER AGREEMENT

This Agreement (the “Agreement”) is made this _____ day of _____, 20____, by and between Alta Mortgage Bankers, a division of Pacor Mortgage Corporation, with an address at 14930 Cicero Avenue, Oak Forest, IL 60452 (“Alta Mortgage Bankers”) and _____, with an address at _____ (“Broker”).

WHEREAS Broker is in the business of soliciting applications for mortgage loans; providing prospective borrowers with information about mortgage loan program costs, features and requirements; accepting applications for mortgage loans; and processing applications for mortgage loans;

AND WHEREAS Alta Mortgage Bankers is in the business of making mortgage loans;

NOW THEREFORE, in consideration of the mutual promises contained herein, and other good and sufficient consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

Section One – Definitions

The following terms shall have the following meanings for the purposes of this Agreement:

- ❖ **Alta Mortgage Bankers** – As set forth in the Preamble;
- ❖ **Applicable Law** – With regard to any Application or Mortgage Loan, all federal, state and local laws, ordinances and regulations that pertain to residential mortgage brokering, lending and servicing in the jurisdictions where the Subject Property is located;
- ❖ **Application** – an application for a mortgage loan accepted from one or more loan applicants by Broker, that is substantially complete, executed by each loan applicant, signed by a Representative of Broker and submitted by Broker to Alta Mortgage Bankers;
- ❖ **Broker** – As set forth in the Preamble;
- ❖ **Broker Compensation** – Compensation must be paid borrower;
- ❖ **Funding Date** – With regard to a particular Mortgage Loan, the date Alta Mortgage Bankers disbursed the proceeds of such Mortgage Loan;
- ❖ **Interest Rate Lock Commitment** – A written communication from Alta Mortgage Bankers to one or more loan applicants, setting forth the interest rate and selected other terms under

which Alta Mortgage Bankers will make a loan to such loan applicants. Each Interest Rate Lock Commitment will be subject to conditions, including the condition that the Application of the loan applicants must be underwritten and approved by Alta Mortgage Bankers for the Interest Rate Lock Commitment to be effective. Each Interest Rate Lock Commitment will include an expiration date after which the Interest Rate Lock Commitment shall be null and void;

- ❖ **Mortgage Loan** – A loan that is (i) secured by either real property or a cooperative apartment, (ii) funded by Alta Mortgage Bankers, and (iii) Originated by Broker;
- ❖ **Mortgage Originator** – an individual who does any of the following: quotes loan terms to prospective borrowers, discusses available loan programs with prospective borrowers, or assists prospective borrowers in completing an Application;
- ❖ **Originated by Broker** – A loan will be deemed, for the purposes hereof, to be Originated by Broker, if a Representative of Broker signs an Application for such loan;
- ❖ **Purchase Remedy Mortgage Loan** – A Mortgage Loan that, in the reasonable opinion of Alta Mortgage Bankers, after its consideration of relevant facts and circumstances, is the subject of a fraud, misrepresentation or material omission, or a Mortgage Loan with regard to which, Broker, a Mortgage Originator or a Representative was not properly licensed under Applicable Law;
- ❖ **Permitted States** – [California, Colorado, Florida, Maryland, Michigan, Illinois, Indiana, Ohio, Pennsylvania and Wisconsin]
- ❖ **Representative** – A stockholder, member, owner, officer, employee, contractor, consultant or agent of Broker, or any person who represents himself or herself as any of the foregoing;
- ❖ **Subject Property** – The real property or cooperative apartment proposed on an Application to secure the Mortgage Loan proposed by such Application.

Section Two – Duties and Services of Broker

- (1) Broker will solicit Applications from prospective borrowers who will realize a net tangible benefit from the Available Loan Programs (as defined in Section Three below) that are offered by Alta Mortgage Bankers;
- (2) Broker will communicate to prospective borrowers, information about Available Loan Programs offered by Alta Mortgage Bankers, including the loan programs' terms and costs, and will educate prospective borrowers on the home financing process;
- (3) Broker will, from time-to-time and in its own name, accept loan applications for Available Loan Programs offered by Alta Mortgage Bankers, which are signed and dated by the loan applicants and by a Representative of Broker;
- (4) Broker will, no later than the next business day following receipt of a loan application for a loan program offered by Alta Mortgage Bankers, submit such loan application to Alta

Mortgage Bankers through Alta Mortgage Bankers online portal, and will obtain through the portal, an acknowledgement of such submission;

- (5) Broker will, in accordance with Alta Mortgage Bankers policies and procedures, obtain documentation and information regarding prospective borrowers' creditworthiness, including as mandated by Alta Mortgage Bankers loan program requirements, paystubs, W2 tax forms, income tax returns, bank statements, credit reports and verifications of employment, deposits and debts; and will submit such documentation and information to Alta Mortgage Bankers;
- (6) Broker will in accordance with Alta Mortgage Bankers policies and procedures, obtain appraisals from an appraisal management company approved by Alta Mortgage Bankers, and where mandated by Alta Mortgage Bankers loan program requirements, inspections, environmental reports or engineering reports; and will submit the appraisals and obtain reports to Alta Mortgage Bankers;
- (7) As applicable, Broker will communicate to Alta Mortgage Bankers loan applicants' desire to lock-in an interest rate, and will deliver to loan applicants Interest Rate Lock Commitments issued by Alta Mortgage Bankers;
- (8) Broker will keep loan applicants apprised of the status of their Applications;
- (9) Broker will, at the request of Alta Mortgage Bankers, obtain additional information or take additional actions to facilitate the underwriting of an Application and the closing of the loan proposed thereby.

Section Three – Activities of Alta Mortgage Bankers

- (1) Alta Mortgage Bankers may, from time-to-time, authorize Broker to accept Applications for loans that conform to the underwriting and other loan program requirements of one or more loan programs offered by Alta Mortgage Bankers (each an "Available Loan Program"), provided that Alta Mortgage Bankers may, at its discretion, change or discontinue an Available Loan Program, or withdraw Broker's authority to accept Applications for one or more Available Loan Programs;
- (2) Alta Mortgage Bankers will notify Broker of Alta Mortgage Bankers interest rates for the Available Loan Programs, provided that Alta Mortgage Bankers may change one or more of its interest rates at any time without prior notice by posting such change on its website, or by emailing such change to Broker, or by communicating such change to Broker by another commercially reasonable method selected by Alta Mortgage Bankers;
- (3) With respect to a specific Application, Alta Mortgage Bankers will issue an Interest Rate Lock Commitment if Alta Mortgage Bankers determines that a request for an Interest Rate Lock Commitment was made in accordance with Alta Mortgage Bankers policies and procedures;
- (4) For each Application received by Alta Mortgage Bankers, Alta Mortgage Bankers will issue consumer disclosures required under Applicable Law;

- (5) Alta Mortgage Bankers will underwrite Applications submitted to Alta Mortgage Bankers by Broker, at such time as Alta Mortgage Bankers receives such documentation and information as Alta Mortgage Bankers requires to perform underwriting;
- (6) Upon underwriting an Application, Alta Mortgage Bankers will provide a written notice to the loan applicants if their Application is approved (an “Approval Notice”), or otherwise will provide a written declination or suspension notice; Approval Notices may include (i) conditions and stipulations that must be satisfied prior to the loan proposed by the Application (the “Proposed Loan”) being settled, and (ii) additional conditions and stipulations that must be satisfied prior to the Proposed Loan being funded.
- (7) Upon the loan applicants for a Proposed Loan accepting an Approval Notice for such Proposed Loan, and provided that Alta Mortgage Bankers has determined that required pre-settlement conditions and stipulations have been satisfied; Alta Mortgage Bankers will (i) prepare a note, security instrument and other loan documents for execution by the loan applicants, and as applicable by guarantors and non-borrower co-signors, and (ii) arrange for the settlement of the Proposed Loan.
- (8) Upon settlement of the Proposed Loan in a manner satisfactory to Alta Mortgage Bankers, and provided Alta Mortgage Bankers determines that all remaining, required conditions and stipulations have been satisfied, Alta Mortgage Bankers will fund the Proposed Loan.

Section Four – Broker Compensation

- (1) For every Loan Application, the source of Broker Compensation is borrower paid compensation;
- (2) Borrower paid compensation is compensation paid by the borrower to Broker from the borrower’s own funds. Borrower paid compensation may include seller concessions. Borrower paid compensation is negotiated by Broker directly with the borrower and may vary on each Application, provided that, once set with a loan applicant at the time the loan applicant files an Application, borrower paid compensation may not change. Alta Mortgage Bankers will not be responsible nor a party to any Broker negotiations with borrowers in a Borrower Paid Broker Compensation transaction. **BY SELECTING TO BE PAID BY THE BORROWER, BROKER MAY NOT RECEIVE ANY COMPENSATION DIRECTLY OR INDIRECTLY FROM ANY OTHER PARTY OR ENTITY TO THE TRANSACTION, OR OUTSIDE OF THE TRANSACTION, INCLUDING FROM ALTA MORTGAGE BANKERS.**
- (3) Broker agrees that, for a particular Mortgage Loan, the aggregate of any and all Broker Compensation will not exceed any threshold that would cause the Mortgage Loan to be deemed a high cost loan, a threshold or a designation of similar import under Applicable Law.
- (4) Borrower paid compensation, a borrower may choose a higher interest, if such higher interest rate is made available by Alta Mortgage Bankers, in exchange for Alta Mortgage Bankers

paying a portion of third party closing costs. No amounts paid by Alta Mortgage Bankers for third party closing costs may, in any event, be received by Broker.

- (5) Broker agrees that under no circumstance may Broker receive compensation from both the borrower and a party other than the borrower (including Alta Mortgage Bankers) for the same Mortgage Loan. No dual compensation is permitted.
- (6) Broker shall be solely responsible for the payment of compensation to its Mortgage Originators. Broker agrees that all compensation paid by Broker to Broker's Mortgage Originators will conform with all of the requirements of TILA, Regulation Z, and the Official Staff's Commentary of the CFPB, as well as all Applicable Law.

Section Five – Representations and Warranties of the Broker

Broker represents and warrants that as of the date hereof, and as of each date on which Broker submits a loan application to Alta Mortgage Bankers;

- (1) Broker is duly organized and in good standing in the state of its formation, and qualified to conduct business in each of the Permitted States;
- (2) Broker, each Mortgage Originator, and all other persons required to be licensed under Applicable Law hold the requisite licenses to accept and process each Application; and Broker will notify Alta Mortgage Bankers if a license issued to Broker is revoked or a licensing authority determines not to renew a license issued to Broker;
- (3) Broker will not discuss Alta Mortgage Bankers loan programs with prospective borrowers regarding the financing of a property or cooperative apartment that is not located in a Permitted State. Broker shall not solicit or accept Applications in instances where the proposed Subject Property is not in a Permitted State;
- (4) Broker will not discuss any loan program with prospective borrowers, or solicit or accept applications for any loan program offered by Alta Mortgage Bankers, unless the loan program is an Available Loan Program;
- (5) In connection with any Application, Broker will not charge any fees or earn any compensation other than the Broker Compensation;
- (6) Broker is in compliance with: the Fair and Accurate Credit Transactions Act and the requirements therein to establish a program to detect, identify and mitigate identity theft, the Truth in Lending Act of 1986 as amended, and Regulation Z thereunder, the Fair Credit Reporting Act, and Regulation V thereunder, the Real Estate Settlement Procedures Act, and Regulation B thereunder, the Flood Disaster Protection Act, the Patriot Act, the Consumer Credit Protection Act, Appraiser Independence Rules, the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010, and all Applicable Law;
- (7) Broker will not solicit a borrower obligated on a Mortgage Loan to refinance such Mortgage Loan during the twelve (12) month period following the Funding Date;

- (8) If Broker submits an Application to Alta Mortgage Bankers, Broker will not submit an application for a loan to be secured by the Subject Property to any lender other than Alta Mortgage Bankers until the later of (i) the time Alta Mortgage Bankers declines the Application, or (ii) sixty (60) days after the date of such Application;
- (9) Upon Alta Mortgage Bankers funding of a Mortgage Loan, such Mortgage Loan will be solely the property of Alta Mortgage Bankers, and Broker waives all claims of interest or ownership in such Mortgage Loan, including the servicing of such Mortgage Loan;
- (10) Broker has the requisite corporate authority, power and capacity to enter into this Agreement, and Broker's compliance with the terms and conditions of this Agreement will not violate the terms of any governing organizational instrument of Broker or any other instrument or agreement to which Broker is a party;
- (11) Broker will not steer borrowers to a loan product, whether offered by Alta Mortgage Bankers or another lender, based on the compensation available to Broker or to Broker's loan originators; Broker will adhere to the anti-steering provisions of Regulation Z, and will provide to each loan applicant an anti-steering disclosure, which will be acknowledged by the applicant, (ii) the lowest interest rate loan program without negative features offered the loan applicant, and (iii) the loan program with the lowest cost absolute dollar cost for origination points, fees and discount points that was offered to the loan applicant;
- (12) No Mortgage Loan is subject to any right of recession, set-off, counterclaim or defense, and none of the terms of any Mortgage Loan and none of the rights thereunder are unenforceable, in whole or in part, on account of any action by Broker, and no such right or recession, set-off, counterclaim or defense has been asserted by any borrower obligated on a Mortgage Loan or by any third party;
- (13) No instance of fraud, misrepresentation or material omission occurred, exists, or was committed with respect to any Mortgage Loan or Application;
- (14) To Broker's knowledge, no Application will result in, and nor Mortgage Loan is (i) a "high cost loan" under the Home Ownership and Equity Protection Act of 1994 (HOEPA), or (ii) a "high cost," "predatory," "covered," "abusive" or "threshold" loan under Applicable Law, no abusive or deceptive lending practices, including but not limited to (i) the extension of credit without regard for a borrower's ability to repay, and (ii) the extension of credit to a borrower that has no net tangible benefit for the borrower; occurred in connection with the Origination of any Mortgage Loan; Broker has not misled the borrowers obligated on any Mortgage Loan about the costs, benefits or features of such Mortgage Loan;
- (15) Broker is in compliance with the Gramm-Leach-Bliley Act and regulations issued thereunder, and has implemented an information security program containing administrative, technical and physical safeguards designed to ensure the security and confidentiality of any nonpublic personal information;
- (16) Broker will include amounts paid to its affiliates in calculating the points and fees it charges for the purpose of determining its compliance with Applicable Law regarding Broker

Compensation; in no event will Broker Compensation including fees paid to affiliates of Broker, exceed 3% of a Mortgage Loan's funded principal amount.

Section Six – Representations and Warranties of Alta Mortgage Bankers

- (1) Alta Mortgage Bankers is duly organized and in good standing in the state of its formation, and qualified to conduct business in each of the Permitted States;
- (2) Alta Mortgage Bankers is licensed under Applicable Law to make Mortgage Loans, (including underwriting and funding Mortgage Loans), in each of the Permitted States;
- (3) Alta Mortgage Bankers is in compliance with: the Fair and Accurate Credit Transactions Act and the requirements therein to establish a program to detect, identify and mitigate identity theft, the Truth in Lending Act of 1986 as amended, and Regulation Z thereunder, the Fair Credit Reporting Act, and Regulation V thereunder, the Real Estate Settlement Procedures Act of 1974 as amended, and Regulation X thereunder, the Equal Credit Opportunity Act, and Regulation B thereunder, the Flood Disaster Protection Act, the Patriot Act, the Consumer Credit Protection Act, Appraiser Independence Rules, the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010, and all Applicable Law;
- (4) Alta Mortgage Bankers has the requisite corporate authority, power and capacity to enter into this Agreement, and Alta Mortgage Bankers compliance with the terms and conditions of this Agreement will not violate the terms of any governing organization instrument of Alta Mortgage Bankers or any other instrument or agreement to which Alta Mortgage Bankers is a party;
- (5) Alta Mortgage Bankers is in compliance with the Gramm-Leach-Bliley Act and the regulations issued thereunder, and has implemented an information security program containing administrative, technical, and physical safeguards designed to ensure the security and confidentiality of any nonpublic personal information.

Section Seven – Additional Terms

- (1) Nothing in this Agreement shall create or be deemed to create a partnership, joint venture, agency or employment relationship between Alta Mortgage Bankers and Broker, and Broker will not hold itself out as a branch or affiliate of Alta Mortgage Bankers and will not represent that it can bind Alta Mortgage Bankers.
- (2) Broker shall be exclusively responsible for all of its own costs and expenses in connection with Broker's business and its handling of Applications including but not limited to payments due Mortgage Originators.
- (3) Brokers agrees that Alta Mortgage Bankers may monitor Broker's compliance with licensing laws and Broker's creditworthiness, including by subscribing to license compliance services and obtaining reports regarding Broker's credit.
- (4) Broker agrees that Alta Mortgage Bankers reserves the right to conduct a complete quality control audit on one or more Mortgage Loans and Applications, and may re-verify any

documentation or information provided to support the creditworthiness of any Mortgage Loan or Application, including by not limited to documentation and information regarding creditworthiness and appraised value. Alta Mortgage Bankers may, at its option, perform inspections of the mortgaged property securing a Mortgage Loan or of the Subject Property for an Application.

- (5) No later than ninety days after the end of Broker's fiscal year, Broker shall deliver to Alta Mortgage Bankers Broker's financial statements, which will be prepared in accordance with general accepted accounting principles, and either be audited by a certified public accountant, or which will be executed by the Broker's President, Controller, Managing Member, General Partner or Sole Proprietor, and which will include both a balance sheet and income statement for the fiscal year most recently ended; upon Alta Mortgage Bankers request, Broker shall provide additional information about its financial condition to Alta Mortgage Bankers in accordance with a request therefor from Alta Mortgage Bankers; upon Alta Mortgage Bankers request, Broker shall deliver to Alta Mortgage Bankers evidence that Broker is insured under an errors and omissions policy which names Alta Mortgage Bankers as an additional insured.
- (6) Broker agrees to comply with all of the policies and procedures of Alta Mortgage Bankers. Alta Mortgage Bankers may change its policies and procedures from time-to-time without prior notice to Broker, and Alta Mortgage Bankers may inform Broker of changes to its policies and procedures in any commercially reasonable fashion, including a posting on Alta Mortgage Bankers website or a communication delivered to broker by email or via courier.
- (7) Broker will conduct all communications with prospective borrowers and with Alta Mortgage Bankers in the English language.
- (8) Alta Mortgage Bankers is under no obligation to approve any minimum number or percentage of Applications, or any Applications at all.
- (9) If a Mortgage Loan is paid in full during the first one-hundred-eighty-three (183) days following its Funding Date, then Broker shall pay to Alta Mortgage Bankers compensation that was paid to Broker by the borrower with regard to such Mortgage Loan, if any, plus an early repayment fee of twelve-hundred dollars (\$1200). If a Mortgage Loan is paid in full after the one-hundred-eighty-third (183rd) day following its Funding Date, but prior to the three-hundred-sixty-sixth (366th) day after its Funding Date, then Broker shall pay to Alta Mortgage Bankers one-half the compensation that was paid to Broker by the borrower with regards to such Mortgage Loan, if any, plus an early repayment fee of twelve-hundred dollars (\$1200). A payment due from Broker, in accordance with this paragraph, shall be paid to Alta Mortgage Bankers by Broker not later than ten (10) days following Alta Mortgage Bankers notice to Broker that such payment is owing.
- (10) If (A) one or more of the first four payments due on a Mortgage Loan, is paid more than sixty days after the date on which such payment was due, and (B) the Mortgage Loan is not a Purchase Remedy Mortgage Loan; then Broker shall pay to Alta Mortgage Bankers all the compensation that was paid to Broker by the borrower with regard to such Mortgage Loan, if

any, plus an early past due fee of twelve-hundred dollars (\$1200). A payment due from Broker, in accordance with this paragraph, shall be paid to Alta Mortgage Bankers by Broker not later than ten (10) days following Alta Mortgage Bankers notice to Broker that such payment is owing.

- (11) If a Mortgage Loan is a Purchase Remedy Mortgage Loan, then Alta Mortgage Bankers shall provide notice to Broker that Broker must repurchase such Mortgage Loan, and Broker will purchase such Mortgage Loan from Alta Mortgage Bankers. In such event, the purchase price that Broker will pay to Alta Mortgage Bankers will be the sum of (i) the unpaid principal owing on the Mortgage Loan, plus (ii) accrued interest owing on the Mortgage Loan, plus (iii) all lender paid compensation, if any, paid to Broker by Alta Mortgage Bankers with regard to the Mortgage Loan, plus (iv) a repurchase fee of twelve-hundred dollars (\$1200), plus (v) Alta Mortgage Bankers costs for collecting and securing the Mortgage Loan including foreclosure costs, attorney fees, property preservation fees, and advances for real estate taxes, insurance and other property expenses.
- (12) Alta Mortgage Bankers is hereby authorized, at any time, and without presentment, demand, protest or other notice of any kind to Broker or to any other person, any such notice being expressly waived, to set off from any amounts due Broker from Alta Mortgage Bankers, any and all amounts due Alta Mortgage Bankers from Broker. This remedy is in addition to any other remedy Alta Mortgage Bankers may have at law or equity.
- (13) Broker will, upon a request from Alta Mortgage Bankers, execute such documents and writings as are necessary to make a Mortgage Loan saleable in the secondary mortgage market or eligible for securitization.

Section Eight – Indemnification

To the fullest extent permitted by law, Broker hereby indemnifies Alta Mortgage Bankers and its past, present and future directors, officers, shareholders, employees, attorneys, agents, representatives, subsidiaries, affiliates and assigns, and holds them harmless from and against, any claims, losses, damages, demands, costs or other liabilities, including reasonable attorney's fees and the costs of investigation, arising out of (i) Broker's breach or failure to perform any of Broker's covenants, representations, warranties, agreements, duties and/or obligations arising under this Agreement, (ii) any acts, omissions or services provided by Broker, its agents, employees, representatives, attorneys, officers, directors, or partners, (iii) any claim by a borrower resulting from Alta Mortgage Bankers failure or refusal to fund a loan, and (iv) any claim by any third party that Broker is a joint venturer, partner, representative, employee or agent of or otherwise is affiliated with Alta Mortgage Bankers. This indemnification shall survive the termination of this Agreement.

Section Nine – Notices

All notices given pursuant to this Agreement will be given in writing and will be deemed given to a party hereto when either (i) personally delivered at such party's Notice Address, (ii) addressed to a party's Notice Address and deposited into the US Mail, using certified mail with

return receipt service, with postage prepaid; or (iii) addressed to such party's Notice Address and given, for overnight delivery service, to a nationally recognized overnight delivery carrier, provided the carrier, upon making a delivery provides proof of delivery, and further provided that charges due the carrier are either prepaid or put on account in a method that is satisfactory to the carrier, so that the carrier makes or attempts overnight delivery in its customary manner without delay for lack of payment. The Notice Address for each of the parties hereto is as follows:

Alta Mortgage Bankers: Alta Mortgage Bankers
14930 S. Cicero Ave. Suite 201,
Oak Forest, IL 60452

Broker: _____

Section Ten – Term and Termination

- (1) This Agreement shall be effective as of the date first written above, and shall continue until terminated by a party hereto. Either party hereto may terminate this Agreement by giving written notice to the other party hereto. If Alta Mortgage Bankers terminates this Agreement, such termination will be effective immediately, except with regard to Applications for which Alta Mortgage Bankers has issued an Interest Rate Lock Commitment. For each Application for which Alta Mortgage Bankers has issued an Interest Rate Lock Commitment, this Agreement shall continue, until the earlier of the Application (i) resulting in a Mortgage Loan, (ii) being declined, or (iii) the expiration of Interest Rate Lock Commitment for the Application. Notwithstanding the foregoing, if Alta Mortgage Bankers terminates this Agreement due to a breach by Broker of its obligations or promises hereunder or of a representation or warranty given herein, then Alta Mortgage Bankers may, at its option, terminate this Agreement immediately upon giving notice of such termination to Broker.
- (2) With regard to any Mortgage Loan or Application; Broker's covenants, representations, warranties, agreements, duties and obligations set forth in this Agreement shall survive the termination of this Agreement. In addition, Broker's indemnification set forth in Section Eight hereof shall survive the termination of this Agreement.

Section Eleven – Miscellaneous

- (1) No waiver or modification of this Agreement shall be valid unless executed in writing by both parties hereto. Notwithstanding the foregoing, Alta Mortgage Bankers reserves the right, at its sole discretion, to amend, update, and modify the Agreement as necessary to comply with Applicable Law.
- (2) A waiver or breach of any term or condition of this Agreement will not be deemed a waiver of any other or subsequent breach, whether of a like or different nature.

- (3) In the event of litigation between the parties hereto, the prevailing party shall be entitled to recover its attorney's fees from the other party. For the purposes hereof, the prevailing party shall be such party as is awarded or receives any monetary amount from the other party, irrespective of whether such amount is de minimis, and irrespective of whether receipt is a result of trial, arbitration or settlement.
- (4) This Agreement shall be governed and interpreted in accordance with the laws of the State of Illinois without regard to conflict of law provisions, and Broker agrees to exclusive personal jurisdiction and venue in the state and federal courts of the United States located in the State of Illinois. Broker hereby waives application of diversity of citizenship and expressly waives application of inconvenient forum.
- (5) Alta Mortgage Bankers may rely on the oral and written instructions and statements of any of Representative, or any person that Alta Mortgage Bankers, in good faith, believes is a Representative.
- (6) Broker expressly agrees that a copy or copies of this Agreement, and/or facsimile reproductions of this Agreement may be used for any and all purposes and such copies and/or facsimile reproductions will have the same force and effect of a fully executed, original document.
- (7) The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
- (8) This Agreement constitutes the entire agreement between the parties hereto and supersedes all prior agreements, representations and understandings of the parties hereto whether written or oral.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the effective date.

BROKER

ALTA MORTGAGE BANKERS

Printed Name of Company

Alta Mortgage Bankers

By: _____

By: _____

Date: _____

Date: _____

Printed Name of Person Signing

Printed Name of Person Signing

Title of Person Signing
 (Must be an executive officer or LLC member)

Title of Person Signing