

Mortgage Partner Agreement

This MORTGAGE PARTNER AGREEMENT (“Agreement”) is effective as of _____ (the “Effective Date”, between _____ (“PARTNER”) and Coldesina Capital (Coldesina Capital) (collectively the “Parties and each a “Party”).

Scope. This PARTNER Engagement Agreement represents the entire Agreement between PARTNER and Coldesina Capital. This Agreement replaces any prior oral or written agreement between PARTNER and Coldesina Capital regarding any PARTNER related activities, herein defined. Any provisions in this Agreement that is determined to be invalid will be struck and will not affect the enforceability of any other provision.

Definitions.

1. **Lending.** Lending under this Agreement refers exclusively to commercial purpose loans, for non-owner occupied single-family (1-4 units) properties and other commercial properties.
2. **PARTNER.** PARTNERS refer potential borrowers to Coldesina Capital by phone, email or other electronic means. As a PARTNER you will be responsible for providing documents related to the transaction.

PARTNER Representations and Warranties. PARTNER makes the following representations and warranties: (i) PARTNER will be informed of and comply with all laws and regulations relating to Coldesina Capital lending practices, including all related federal and state laws, and if necessary, PARTNER has obtained all licenses required to broker loans, as defined by this Agreement; (ii) PARTNER will present all of the information pertaining to referred loans and potential borrowers, and any collateral that may be used to secure a loan, completely and accurately, and will verify that all documents submitted to Coldesina Capital are valid, genuine, and accurate; (iii) PARTNER is the only party entitled to payment in connection with successfully referring potential borrowers to Coldesina Capital; (v) PARTNER will disclose to Coldesina Capital any interest of any kind that PARTNER has in any referred transaction, including without limitation, any ownership in any entity involved in the transaction, any past or present ownership interest in the subject property, or any role in connection with the borrower or property other than referring the borrower to Coldesina Capital.

No Agency. PARTNER acknowledges that PARTNER as defined is not an owner, manager, agent, employee, or representative of Coldesina Capital and this Agreement does not create any partnership, agency, or employment between PARTNER and Coldesina Capital in any capacity. PARTNER understands that PARTNER has no authority to make any promises binding Coldesina Capital or to sign any documents on behalf of Coldesina Capital. PARTNER will not use Coldesina Capital’s name, brand, or trademark in any way, and will not promise or make any assurances that Coldesina Capital will make a loan to any potential borrower.

Termination. This Agreement may be terminated by either Coldesina Capital or PARTNER at any time, for any reason. All provisions in this Agreement will survive the termination of this Agreement. All rights PARTNER or Coldesina Capital acquired before termination of this Agreement will not be affected by the termination.

Indemnification. PARTNER shall indemnify and hold Coldesina Capital harmless from any and all expenses arising from any breach of this Agreement, including attorneys' fees incurred by Coldesina Capital, or from any other fraudulent act, omission, or misrepresentation by PARTNER, to Coldesina Capital or potential borrowers, in connection to this Agreement.

All notices, demands or consents required or permitted under this agreement shall be by fax or email to the respective parties at the email address or fax number defined in this agreement, or at such email address or fax number as shall be given by either party to the other in writing.

Email:tony@coldesinacapital.com Fax:310-774-3689

If any provisions of this agreement are held by a court or competent jurisdiction to be invalid under any other applicable statute or rule of law, they are to that extent to be deemed omitted and the remaining provisions of this agreement shall remain in full force and effect. Faxed signature is also considered legal and valid. Nothing contained in this agreement shall be construed as a commitment to fund a loan for or on behalf of the parties. Parties specifically release Coldesina Capital from any liability if the proposed loan is not completed or if they are unable to locate a lender willing and able to fund such a loan.

The parties agree that all disputes arising out of this agreement shall be through arbitration according to the laws of the State of California which will have exclusive jurisdiction over any disputes between the parties.

Loan Fraud Zero Tolerance Policy Certification. PARTNER certifies that it has an effective zero tolerance loan fraud policy in place and performs periodic reviews to ensure compliance with such policy.

Types of Loan Fraud. 1. Submission of inaccurate information, including false statements on loan application(s) and falsification of documents purporting to substantiate credit, employment, deposit or asset information, personal information including identity, ownership/non-ownership of real property, etc. 2. Forgery of partially or predominantly accurate information. 3. Incorrect statements regarding current occupancy or intent to maintain minimum continuing occupancy as stated in the security instrument or occupancy affidavit. 4. Lack of due diligence by loan officer/interviewer/processor, including failure to obtain all information required by the application and failure to request further information as dictated by Borrower's response to other questions. 5. Unquestioned acceptance of information or documentation which is known, should be known, or should be suspected to be inaccurate. A. Simultaneous or consecutive processing of multiple owner-occupied loans from one applicant supplying different information on each application. B. Allowing an applicant or interested third-party to "assist" with processing the loan. 6. Loan Officer's non-disclosure of relevant information.

Confidentiality. PARTNER agrees to take all reasonable steps to protect all confidential and sensitive information that it receives from Coldesina Capital, and to protect all confidential and sensitive information that it receives from, or about, potential borrowers. PARTNER will not retain any confidential or sensitive information that it has received from Coldesina Capital, or potential borrowers, once this Agreement has been terminated by either party, or once the information is no longer necessary to conduct any of the requirements pertaining to this Agreement. PARTNER will use confidential and sensitive information only for purposes necessary to conduct the requirements pertaining to this Agreement and will not disclose either Coldesina Capital confidential or sensitive information, or any potential borrower's confidential information or sensitive information, to any third party without the prior written consent of Coldesina Capital, except as required by law. PARTNER will inform Coldesina Capital within the next twenty-four (24) hours, if PARTNER becomes aware of or suspects that there has been any security or data breach of any confidential information relating to Coldesina Capital, or potential borrowers, or any other breach, such as if PARTNER's identity or passwords were stolen, which PARTNER acknowledges could affect Coldesina Capital, and PARTNER will make all reasonable corrective actions to respond to such a breach.

We look forward to working with you. If you have any questions, please contact your Account Executive.

Compensation Agreement (Brokered Loans Only):

Coldesina Capital agrees to pay the following to a properly licensed Individual or Company:

50% of the total broker points/commissions received.

Coldesina Capital

By: _____

Name: Tony Coldesina

Title: President

Date: _____

Acknowledged and agreed

PARTNER Company Legal: _____

Name: By (Signature): _____

Printed Name: _____

Title: _____

Broker License #: _____

License State: _____

Date: _____

Notice Addresses

Coldesina Capital

1302 S El Camino Real, Suite C
San Clemente, CA 92672

Email Copies To:
info@coldesinacapital.com

PARTNER _____

Name: _____

Address: _____

Email Address: _____

Phone Number: _____