

# **Small Business Loan Referral Compensation Agreement**

## **Business Partners, LLC**

Dear Financial Institution Representative:

Thank you for your interest in the Business Partners, LLC Small Business Lending Referral program. This package provides you with general information on our compensation policy, staff contacts, and other relevant information on how to refer a loan. At this time we are only accepting referrals for SBA loans.

If you are interested in participating, please review, complete, and sign the following forms where indicated. Upon completion, please send the completed forms to Business Partners, LLC. Please feel free to call Mr. Keith Colter, VP of Lending directly at 818.836.6338 should you have any questions. The address and phone numbers for the Small Business Loan Department are also listed on the last page of this packet.

Business Partners, LLC is pleased to have the opportunity to work with your Financial Institution and we look forward to developing a long and mutually beneficial relationship with you and your firm.

**Please Note: Only page two of this application and the pertinent information regarding the person being referred on page six will be required after your financial institution has submitted and signed the initial application form.**

## SMALL BUSINESS LOAN REFERRAL FINANCIAL INSTITUTION INFORMATION

Authorized Representative: \_\_\_\_\_

Company Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, Zip: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Routing Number: \_\_\_\_\_

Account Number: \_\_\_\_\_

Please indicate if your financial institution would prefer to have Business Partners, LLC deposit your referral fee directly into the account you have provided. If no, the funds will be mailed to the address you have listed above.

☐ Yes – Note: For security reasons your routing and account number information will ONLY be required on the initial application. Please check the appropriate box on all subsequent applications.

☐ No

\_\_\_\_\_  
Signature of Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

## SMALL BUSINESS LOAN REFERRAL COMPENSATION PROCEDURES

### Recitals

- A. Business Partners, LLC is in the business of, among other things, making loans to small businesses.
- B. The parties wish to establish a relationship whereby FINANCIAL INSTITUTIONS will refer borrowers to Business Partners, LLC for possible funding ["Loan(s)"].

### Procedures

1. Responsibilities. Business Partners, LLC will assume responsibility for all aspects of the loan, and communication with the borrower(s) once the referral transaction has been established.
2. Fees. Any fee, commission, or other consideration to be received by FINANCIAL INSTITUTION with respect to any Loan shall be authorized through escrow or paid directly by Business Partners, LLC to FINANCIAL INSTITUTION only after Business Partners, LLC approves, funds and closes the loan. No payment whatsoever shall be owed to FINANCIAL INSTITUTION by Business Partners, LLC on account of any proposed LOAN which is not funded and closed.

### Referral Compensation Chart.

Loan Amount Range	Compensation Paid
\$50M – \$250M	\$250.00
\$251M – \$500M	\$375.00
\$501M – \$1.0MM	\$500.00
\$1.01MM – \$2.0MM	\$750.00
>\$2.01MM	\$1,000.00

\*Compensation fees effective 6/1/2007 and subject to change at any time at the discretion of Business Partners, LLC.

3. Termination. Business Partners, LLC has sole discretion to cease accepting or processing any FINANCIAL INSTITUTION'S loan packages if FINANCIAL INSTITUTION fails to comply with the procedures and basic assumptions detailed in this document. In these circumstances, Business Partners, LLC will notify FINANCIAL INSTITUTION in writing via a notice to the FINANCIAL INSTITUTION of record.
4. Compensation. Within two weeks of loan funding, your FINANCIAL INSTITUTION'S will receive a referral fee payment from Business Partners based on the amounts listed in the compensation chart above.
5. Disputes. The parties agree that any controversy, claim or counterclaim, whether it involves a disagreement about this contract or its meaning, interpretation or application; the performance of the contract; questions of arbitrability as to subject matter of the dispute; whether an agreement to arbitrate exists and, if so, whether it covers the dispute[s] in question; or any other question of arbitrability or form of disagreement or conflict among the parties to contract, shall be submitted to final and binding arbitration under the rules and auspices of the American Arbitration Association. Further, if a dispute arises out of or relates to this contract, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules, in effect at

the time of the mediation, which rules shall govern the conduct of the mediation, before resorting to arbitration, litigation, or some other dispute resolution procedure.

### **ACKNOWLEDGEMENT OF FINANCIAL INSTITUTION**

The undersigned is the FINANCIAL INSTITUTION'S designated representative. The undersigned hereby acknowledges and certifies to Business Partners, LLC that he/she

- (a) has read and understands the foregoing *Small Business Loan Referral Fee Procedures* and
- (b) acknowledges its terms and conditions

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Designated Financial Institution Representative

\_\_\_\_\_  
Printed Name

## **WARRANTY STATEMENT**

Business Partners, LLC, hereby acknowledges, represents and warrants the following:

1. Business Partners is fully organized and in good standing under the laws governing its creation and existence (both State and Federal).
2. Business Partners will process loan referrals in accordance with all applicable Federal, State and local laws and regulations, including but not limited to; usury limitations, Federal Truth-in-Lending Simplification Act, the Real Estate Settlement Procedures Act and all regulations issued pursuant thereto.
3. Business Partners further warrants that all loan files will be processed in accordance with current Business Partners, LLC underwriting guidelines subject to specific program limitations.

# **Business Partners, LLC**

## **General Information**

### **Address**

Mailing: Business Partners, LLC  
P.O. Box 1270  
Northridge, CA 91328-1270

Physical: Business Partners, LLC  
9301 Winnetka Ave.  
Chatsworth, CA 91311

### **Phone Numbers**

Main Number: (800) 895-8328

Contacts:	Mr. Keith Colter, VP, Chief Lending Officer, SBS	818.836.6338
	Ms. Sylvia Bettencourt, VP, Credit Manager	818.836.6311

Fax Number: (818) 836.6438

### **Business Hours**

Monday – Friday, 8:00 AM – 6:00 PM

### **Requested Referral Contact Information**

- Borrower Name
- Business Name (and/or DBA)
- Borrower Telephone Number
- Borrower E-mail Address (If available)

### **GENERAL COMMENTS**

This Loan Referral Compensation Agreement is not intended to constitute a commitment or offer to lend on the part of Business Partners, LLC, its affiliates or any of its credit union partners.