

MORTGAGE BROKER AGREEMENT

THIS MORTGAGE BROKER AGREEMENT (the “Agreement”) is entered into this ____ day of _____, 20__ by and between American Trust Corporation, with its principal office located at 201 Main Street, Lafayette, Tennessee 37083 and _____ with its principal place of business at _____ (“Broker”).

NOW THEREFORE, for valuable consideration both parties fully agree and consent to the following terms and conditions:

1. **Business Purpose:** American Trust Corporation is in the business of originating and funding debt, equity and hybrid capital for the financing of commercial real estate transactions (the “Financing”). Broker desires to facilitate the introduction of prospective clients (the “Borrower”) interested in Financing to American Trust Corporation, and to act in good faith in performing whatever duties are necessary to assist American Trust Corporation in closing the Financing and American Trust Corporation desires Broker to perform such services.
2. **Term Agreement:** This Agreement shall remain in force until cancelled by either party. This Agreement may be cancelled by either party with thirty (30) days written notice.
3. **Broker Representations:** Broker hereby represents and warrants to Lender that during the term of this Agreement Broker will conduct its business in good faith, and in a manner consistent with industry standards for best practice methodology. Additionally Broker represents to American Trust Corporation that is properly licensed to engage in the business of brokering commercial real estate loans in all jurisdictions that it operates within. Furthermore Broker warrants that it will comply with all local, state and federal laws and regulations applicable to the conduct of its business. Lastly, Broker hereby represents that all applications submitted to American Trust Corporation by Broker will be true and correct to the best of Broker’s knowledge.
4. **American Trust Corporation Representations:** American Trust Corporation in its sole discretion may reject any application submitted by Broker or choose not to provide any Financing to Broker’s clients. American Trust Corporation reserves the right to reject any application or decline Financing based upon American Trust Corporation internal credit decisioning, underwriting guidelines, or other lending criteria and shall have no liability to Broker, or Borrower in the event that American Trust Corporation declines Financing for any reason whatsoever.
5. **Compensation to Broker:** All compensation due to Broker from American Trust Corporation will be negotiated on a case-by case transaction specific basis and will be set forth in the Loan Documentation issued to Borrower from American Trust Corporation. No compensation will be due to Broker from American Trust Corporation unless it is set forth in American Trust Corporation Loan Documentation and that the Financing outlined in the Loan Documentation is provided to Broker’s client as evidenced by the closing and funding of Financing on a transaction referred to by Broker to American Trust Corporation.
6. **Confidentiality and Non-Disclosure:** (a) "Confidential Information" means all written information provided by American Trust Corporation to Broker in connection with

American Trust Corporation's loan programs, including policies, guidelines, credit criteria, Proprietary Documents, business practices, plans or proposals, all information provided by American Trust Corporation to Broker regarding Borrower's transactions which are the subject of this Agreement and Borrower Information as defined below. Borrower Information means all information related to Borrower provided or developed by Borrower, Broker or American Trust Corporation, regardless of whether American Trust Corporation's or Broker's relationship with the Borrower ceases, including any nonpublic personal information, as it may be amended, any regulations promulgated hereunder and any other customer information protected by applicable state law. Confidential Information shall not include any information that: (1) enters the public domain other than as a result of disclosure by Broker; (2) with the exception of Borrower Information, is known by Broker at the time it is disclosed by American Trust Corporation, as shown by Broker's records; (3) with the exception of Borrower Information, is independently developed by Broker at any time, as shown by Broker's records; or (4) is rightfully obtained by Broker from an independent third party who does not have an obligation of confidentiality to American Trust Corporation. (b) All Confidential Information shall be held in the strictest confidence and will not be disclosed by the Broker or its directors, officers, employees, affiliates, agents, advisors or representatives (collectively, the "Representatives"), except as specifically permitted by the terms hereof. Broker and its Representatives will use the Confidential Information solely for the purpose of the Agreement, will not use the Confidential Information for any other purpose and will not disclose or communicate the Confidential Information in any manner whatsoever, directly or indirectly, to any third party without the prior written consent of American Trust Corporation, unless disclosure is permitted. Broker further agrees that the Confidential Information will be disclosed only to such of its Representatives who need to examine the Confidential Information. Before being provided with any Confidential Information, each such Representative shall be informed by the Broker of the confidential nature of the Confidential Information and the terms of this Agreement, shall be directed by the Broker to treat the Confidential Information confidentially and shall agree to abide by each provision of this Agreement. Broker shall in any event be responsible for any breach of this Agreement by any Representative. (c) Broker shall take all necessary precautions to keep confidential the Confidential Information and shall take all necessary precautions to assure observation of this Agreement by its Representatives. All Confidential Information shall remain the exclusive property of American Trust Corporation. Upon request by American Trust Corporation, Broker shall promptly surrender to them any of the Confidential Information in the Broker's possession, and shall surrender all Confidential Information to First Franklin promptly and without request upon termination of the Agreement. Broker will not retain any copies of the Confidential Information, subject, however, to any requirement under applicable law that Broker retain copies of Borrower Information, including copies of Proprietary Documents completed with Borrower Information. (d) Broker acknowledges that a breach of this Section may result in continuing and irreparable damages to American Trust Corporation for which there may be no adequate remedy at law. Broker hereby grants American Trust Corporation the right to appear at any time in any court of law and to obtain an order against Broker enjoining and/or restraining Broker from using and/or disclosing such Confidential Information. (e) Broker hereby acknowledges that American Trust Corporation capital partners, correspondents and investors are and shall remain the exclusive property of American

Trust Corporation and Broker agrees to hold and treat said capital partners, correspondents and investors as confidential information and will not directly or indirectly disclose the confidential information to any third party for a period of 10 years after the termination of this Agreement. Broker understands and acknowledges that any disclosure of the confidential information without Lender's prior written consent will cause irreparable harm to American Trust Corporation and no amount of monetary damages will be sufficient to cure such damage to American Trust Corporation.

7. **Publicity and Proprietary Documents:** (a) Broker may not refer to, use, display, nor permit the use or display of, the name of American Trust Corporation or any signs, symbols, trademarks, service marks, slogans or logos owned, licensed or used by American Trust Corporation or its Affiliates or in any way associated with the name of American Trust Corporation directly or indirectly, including without limitation in any advertising or promotional materials, print media, press release, electronic media, Web page advertising or Internet advertising without prior written consent of American Trust Corporation which consent may be withheld in American Trust Corporation's sole and arbitrary discretion. (b) Broker will use any forms, agreements or documents created or prepared by American Trust Corporation and provided to Broker (the "Proprietary Documents") solely for the purpose of the Agreement and will not use or permit the use of the Proprietary Documents by any of its Representatives for any other purpose. Broker may not reproduce or enter the Proprietary Documents into any computerized or electronic database or system without prior written consent of American Trust Corporation, which consent may be withheld in American Trust Corporation's sole and arbitrary discretion. Broker will immediately return to American Trust Corporation any and all unused Proprietary Documents upon termination of this Agreement.
8. **Governing Laws and Venue:** (a) This Agreement shall be deemed to have been entered in the County of Macon, State of Tennessee. (b) This Agreement is governed by and construed in accordance with the laws of the State of Tennessee without regard to Tennessee's conflict of law provisions. Tennessee law, without regard to Tennessee's conflict of law provisions, is to govern all disputes arising out of, relating to or otherwise concerning the Agreement, including, but not limited to, issues of validity, performance and interpretation of this Agreement. (c) Exclusive venue for any legal action or proceeding arising out of, relating to or growing out of this Agreement shall be the Superior Court of the State of Tennessee, for the County of Macon. In any such action or proceeding, the parties hereby consent to personal jurisdiction, and waive any objection they may now or then have based on otherwise improper venue or inconvenient forum. (d) The aforementioned choice of law and venue is intended by the parties to be mandatory and not permissive in nature, thereby precluding the possibility of such aforementioned type of litigation between the parties in any jurisdiction or with any law other than that specified in this section. The parties further agree not to institute any aforementioned type of litigation by filing legal actions or proceedings against the other party in any court other than as specified in this section.
9. **Relationship between the Parties:** Broker is an independent contractor and not an agent or employee of American Trust Corporation. Broker will not directly or indirectly, publicly or privately represent to any Borrower or any third party, that it is an agent or employee of American Trust Corporation. Any use by Broker of American Trust Corporation brand, lending programs, underwriting guidelines or collateral material is strictly prohibited without the prior written consent of American Trust Corporation.

10. **Conflict Resolution:** The parties hereby agree to submit any dispute or controversy, at law or in equity, to arbitration under the Rules of the American Arbitration Association. Said dispute shall be heard in the County of Macon, in the State of Tennessee. The prevailing party shall be entitled to legal costs, arbitration costs and arbitrators fees. Attorney's fees may not be awarded by the arbitrator, but in the event that legal action becomes necessary to confirm and/or collect the award of the arbitrator, the prevailing party in arbitration shall be entitled to reasonable attorney's fees for any post arbitration action or appeal thereof. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.
11. **Miscellaneous:** This Agreement contains the entire agreement between the parties with respect to the rights granted and obligations assumed under this Agreement. This Agreement may not be amended or modified except in writing signed by the party against whom enforcement is sought. Captions and headings of paragraphs in this Agreement are for convenience only and shall be disregarded in construing this Agreement. This Agreement may be executed in multiple counterparts. This Agreement shall be construed and enforced under the laws of the state of Tennessee.

In witness whereof, the parties hereto have executed this Agreement in the space provided below as of the date shown above.

Agreed and Accepted By:
American Trust Corporation

Agreed and Accepted By:
Broker

By

By

Name, Title

Name, Title

Date

Date