

Broker Associate Application

General Information

Legal Name of Firm _____ Doing Business As (DBA) _____

Name of Primary Contact _____ Email Address of Contact (Required) _____

Street Address _____ City _____ State _____ Zip _____

County _____ Telephone () _____ Fax () _____

Business Type: C-Corporation S-Corporation Partnership Sole Proprietorship Other:

Organized under the laws of: (State) _____ Year Incorporated/Established: _____

Institution Type: Real Estate Brokerage Home Builder Other: _____

How did you hear about us? Print Ad Fax E-mail Tradeshow Referred Other _____

Do you have any agents you are responsible for? Yes No If you marked "yes," how many? _____

Primary Officers and/or Owners: (Attach additional sheets, if necessary.)

Name	Title	Ownership %	Years in Industry	Involved Day-to-Day
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No

Licensing Information

List licenses for all states in which you intend to do business with Lender Direct Inc. (Attach additional sheets, if necessary.)

State	License Type	Regulating Entity	Expiration Date	License #
			/ /	
			/ /	

Sales Volume Information (Required)

Individual Broker

Last Year: # Of units Buyer side: _____ \$ Volume Buyer side: _____

Year To Date: # Of units Buyer side: _____ \$ Volume Buyer side: _____

Broker with Agents (volume with agents combined)

Last Year: # Of units Buyer side: _____ \$ Volume Buyer side: _____

Year To Date: # Of units Buyer side: _____ \$ Volume Buyer side: _____

General Certification

The undersigned declares that the statements set forth herein are true and complete. The undersigned hereby authorizes *American Realty Associates Inc.* and its affiliated lenders to obtain verification from any source named herein as to the accuracy of the information provided and to obtain credit information regarding the Firm and its officers as part of its approval process. The undersigned hereby releases, discharges, exonerates and covenants not to sue any person or entity providing information to ARA in connection with this application, and any recipient of such information, including LDI or its representatives, from any and all liability of every nature and kind arising from or in connection with the furnishing, receipt, and review of such information.

Official Signature (Broker of Record): _____

Typed or Printed Name: _____ Title: _____ Dated: _____

Submit the following Documentation and Information with this Application:

Executed Loan Origination Agreement W-9

Relationship Manager _____

Broker Loan Origination Agreement

This Loan Origination Agreement is entered into as of _____, _____ between American Realty Associates Inc (hereinafter referred to as "ARA") and _____ ("Associate").

PURPOSE OF AGREEMENT: This Agreement sets forth the entire understanding between the parties whereby Associate agrees to provide qualification, application, consulting and other mortgage loan brokerage services to consumers, and ARA agrees to originate single family loans submitted from time to time by Associate to ARA via a website owned by ARA.

Nothing contained herein shall obligate Associate to submit all loans that it brokers to ARA or shall obligate ARA to accept all loan requests submitted to ARA by Associate, it being understood that this shall be a non-exclusive agreement.

1. Licenses/Use of System/Identification Numbers

1.1 System. Subject to the terms and conditions of this Agreement, ARA grants to Associate the non-exclusive right to use the website automated origination system owned by ARA (the "WAOS"), and to access the WAOS exclusively via the Internet through the ARA website on the World Wide Web (the "Website"). In this Agreement, references to the WAOS shall include references to the Website and to all of the software supporting the WAOS. Associate's use of WAOS is subject to all provisions of this Agreement and all instructions as may be communicated by ARA from time-to-time electronically or in writing. Associate acknowledges that it has no ownership or other interest or license in the WAOS, except to the extent of the rights expressly granted herein. Associate will be solely responsible for setting up Internet access to the Website on its computer system. ARA shall have no liability whatsoever arising out of or related to Associate's access to the Website and WAOS.

1.2 Identification Numbers and Passwords. Associate will receive from ARA an Associate Login and Password that will allow the Associate to set up additional identification numbers and passwords for its employees and agents. Associate hereby acknowledges that it bears sole responsibility for protecting such Associate Login and Password and any additional numbers and passwords created by Associate from unauthorized use and ARA shall have no liability with respect to any such unauthorized use. Associate hereby agrees to identify in the WAOS the name of each user (each, an "Agent") who will be authorized to access the WAOS on behalf of Associate.

1.3 Associate's Obligation to Accurately Input Data. Associate hereby acknowledges and agrees that it will be solely responsible for accurately inputting data into the WAOS and for correcting inaccurate or erroneous data input into the System. The approval of any loan submitted by Associate through WAOS is subject to verification of the data Submitted

2. ARA Obligations

2.1 Product/Rate Information. ARA shall provide Associate with product information for the mortgage loan products and services offered by ARA or any of its lenders, all as provided in the ARA Program Guide (the "Guide"), which is available on line through the Website. Through the WAOS, ARA will support and facilitate the generation of accurate, real-time rate information to Associate, as well as specific information about all costs (e.g., closing costs, processing fees) that the prospective borrower may be asked to bear in the course of obtaining a loan product from ARA or its approved lenders. Products and rates are subject to change without notice. The WAOS System may not be available from time to time and ARA shall not be responsible for any damages resulting directly or indirectly from such disruptions in service.

2.2 Compliance with Laws and Licensing. ARA shall comply with all applicable regulatory requirements with respect to their loan products and in their operation of the WAOS system, including, without limitation, federal and state laws and regulations. Any disclosures required by law or regulation to be made by ARA or its approved lenders will be made by ARA or its lenders in their regular course of business or through the WAOS system, as provided in the Guide. ARA shall maintain during the term of this Agreement approvals, licenses and authorizations to operate the WAOS System and offer its loan products to prospective borrowers.

Initial _____

3. Associate Obligations

- 3.1 Services. Associate shall collect information from prospective borrowers and perform application, consulting and other services as follows: (i) analyze the prospective borrower's income and debt, and pre-qualify the prospective borrower to determine the maximum mortgage that the prospective borrower can afford; (ii) educate the prospective borrower in the home buying and financing or refinancing process, advising the prospective borrower about the different types of loan products available, and demonstrating how closing costs and monthly payments would vary under each product; (iii) obtain borrower signatures on loan application and disclosure documents and coordinate the submission of financial statements (pay stubs, tax returns, bank statements, etc.) and other related documents by borrowers; (iv) assist the prospective borrower in understanding and clearing credit problems; (v) maintain regular contact with the prospective borrower between application and closing to apprise the prospective borrower of the status of the application and to gather any additional information as needed; (vi) initiate the appraisal order and credit report via the Website; (vii) provide required broker disclosures to the prospective borrower, which disclosures shall be available via the Website; and (viii) order legal documents and arrange for closing, all as may be required by ARA and in conformity with the guide.
- 3.2 Compliance with Laws and Licensing. Associate shall comply with all applicable regulatory requirements and laws of the United States or any state with respect to its services to be provided under this Agreement. Any disclosures required by law or regulation to be made by Associate will be made by Associate in its regular course of business.

4. Fees and Deposit

- 4.1 Loan Origination Fees. ARA shall pay to Associate a fee, at the time of closing, for any mortgage loan Associate has submitted to ARA or its lenders through ARA, via the ARA website and for which Associate has provided actual services as a mortgage loan originator pursuant to Section 3 of this Agreement. Such fee shall be in such amounts as set forth in the Guide, as ARA may amend the Guide from time to time. The fees paid by ARA to Associate pursuant to this Agreement shall be compensation for, among other purposes: (i) the savings in production and marketing costs realized by ARA as a result of the use of the Associate's staff and facilities in lieu of ARA's own "retail" office; (ii) the goods actually furnished from the transfer to ARA of documentation and the provision of application and consulting services by Associate; and (iii) other services actually performed by Associate for the benefit of ARA and/or the borrower in the origination of any loan pursuant to this Agreement, the value and scope of which may vary for each transaction under this Agreement. *NOTE: No compensation will be paid to associate if the borrower and associate are the same or related parties.

5. Representations, Warranties and Covenants

- 5.1 Representations, Warranties and Covenants of Associate. Associate represents, warrants and covenants as follows:
- (a) Associate has obtained all reasonably necessary or required governmental licenses, consents, approvals and authorizations requisite for the transactions contemplated by this Agreement. This Agreement is binding and enforceable against Associate in accordance with its terms.
 - (b) Associate shall not knowingly submit to ARA any false or erroneous information or statements, or omit any material fact necessary to make any statement or information submitted to ARA true, accurate and complete. Except as otherwise disclosed to ARA in writing, Associate shall have no direct or indirect ownership interest in any property acting as security for any loan submitted to ARA, nor shall Associate submit any loan information relating to loans to principals or employees of Associate or immediate family members of any principals or employees of Associate.
- 5.2 Representations and Warranties of ARA LDl represents and warrants as follows:
- (a) ARA, and all its lenders, have obtained all reasonably necessary or required governmental licenses, consents, approvals and authorizations requisite for the transactions contemplated by this Agreement. This Agreement is binding and enforceable against ARA in accordance with its terms.

Initial _____

6. Indemnification; Limitation of Liability; Remedies

- 6.1 General Indemnification by Associate. Associate shall indemnify and defend ARA, its officers, directors, affiliates, employees or agents, and hold each of them harmless from and against any and all claims, losses, damage, penalties, fines, forfeitures, reasonable legal fees and expenses and related costs, expenses of litigation, judgments, and any other costs, fees and expenses (each a "Liability") to the extent that such Liability was caused by or resulted from, in whole or in part, Associate's breach of any of its representations, warranties, covenants and agreements contained in this Agreement, including, but not limited to, any actions taken by ARA, or any of its approved lenders or Associate based on such data, or by Associate's willful misfeasance, bad faith, or negligence in the performance of or failure to perform as provided in this Agreement or in the Guide. Associate's obligation to indemnify ARA under this Agreement shall not be affected by ARA taking any of the following actions: (i) liquidation, repayment, retirement or sale or resale of any loan, (ii) foreclosure of any loan, or (iii) sale or resale of the property securing any loan.
- 6.2 General Indemnification by ARA. Except to the extent Associate is obligated to indemnify ARA pursuant to Section 6.1 above, ARA shall indemnify and defend Associate, its officers, directors, affiliates, employees or agents, and hold each of them harmless from and against any and all claims, losses, damage, penalties, fines, forfeitures, reasonable legal fees and expenses and related costs, expenses of litigation, judgments, and any other costs, fees and expenses (each, a "Liability") to the extent that such Liability was caused by or resulted from: (i) a breach by ARA of any of its representations, warranties, covenants and agreements contained in this Agreement or by ARA's willful misfeasance, bad faith, negligence or breach in the performance of or failure to perform as provided in this Agreement, or (ii) a violation of the Real Estate Settlement Procedures Act ("RESPA") associated with the ARA System and Program, provided that the Associate fully discharged each of the Associate's obligations pursuant to this Loan Origination Agreement and provided that the Associate promptly notified ARA of the commencement of any legal proceeding alleging a RESPA violation and offered ARA the opportunity to defend any and all allegations of RESPA violation.
- 6.3 Liability Limitation. ARA AND ANY OF ITS APPROVED LENDERS SHALL HAVE NO LIABILITY TO ASSOCIATE FOR ANY LOST PROFITS, LOST SAVINGS, LOSS OF USE, LOSS OF DATA, OR FOR ANY INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING FROM LDI'S OR OR ANY OF ITS APPROVED LENDERS' PERFORMANCE OR LACK OF PERFORMANCE HEREUNDER EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. Term and Termination

- 7.1 Term and Termination. This Agreement shall remain in effect until the end of one (1) year from the date of this Agreement, and, unless terminated as provided in this Section 7.1, this Agreement shall automatically renew for additional periods of one (1) year each. Each party reserves the right to terminate this Agreement at any time and for any reason, which termination shall be effective immediately upon the other party's receipt of written notice thereof. Unless ARA terminates this Agreement because of Associate's breach of any representation, warranty or covenant, ARA's obligation to pay loan origination fees to Associate shall survive the termination of this Agreement with respect to any loan transmitted to ARA by Associate prior to the termination date.
- 7.2 Survival of Certain Obligations. Sections 5.1, 5.2, 6.1, 6.2, 6.3, 7.2, 8 and 9.3 shall survive any expiration or termination of this Agreement.

8. Records, Reports and Audits.

- 8.1 Associate shall retain for twenty-five (25) months, unless a shorter or longer time period is required by law or regulation, all material books and records pertaining to Associate's participation in the ARA Mortgage Loan Program. ARA shall have the right, upon at least five (5) days' prior notice or such other time period requested by a regulatory agency, to examine such books, records and accounts at a mutually acceptable time, during Associate's normal business hours, as may be necessary to ensure compliance by Associate with the terms of the Agreement.

9. General.

- 9.1 Assignment. This Agreement may not be assigned or transferred, in whole or in part, by Associate without the prior written consent of ARA is a mortgage broker and may broker, sell, assign, or in any other way transfer, in whole or in part, its rights and obligations under this Agreement to any of ARA's approved lenders without notice to or the consent of the Associate. A other transfer by ARA will be permitted and be effective upon written notice by ARA to Associate.

Initial_____

- 9.2 Entire Agreement; Modifications; Severability; Waiver. This Agreement, as supplemented by the Guide, constitutes the entire agreement between the parties hereto relating to the subject matter hereof, except where expressly noted herein, and all prior negotiations, agreements and understandings, whether oral or written, are superseded or canceled hereby. This Agreement may not be amended or modified except in a written document signed by both parties. However, by its terms the Guide may be amended or supplemented by ARA from time to time. Any such amendment(s) to the Guide shall be in writing or delivered electronically and be binding upon the parties hereto on and after the effective date specified therein. If any provision of this Agreement is declared or found to be illegal, unenforceable or void, this Agreement shall be construed as if not containing that provision, and the rest of the Agreement shall remain in full force and effect, and the rights and obligations of the parties hereto shall be construed and enforced accordingly.
- 9.3 Governing Law; No Jury Trial; Fees to Prevailing Party. This Agreement shall be governed by and construed in accordance with the laws of California without respect to its conflicts of law principles. In the event of any lawsuits or other proceedings related to this Agreement, each party hereby (i) waives its right to trial by jury, (ii) consents to exclusive jurisdiction in the state and federal courts located in the County of Los Angeles, State of California, and (iii) agrees that the prevailing party shall be entitled to recover from the non-prevailing party its reasonable attorneys' fees and costs.
- 9.4 No Agency. ARA and Associate acknowledge that at all times they are operating as independent parties. Nothing contained herein shall constitute a partnership or joint venture between ARA and Associate. Associate is not, nor may Associate hold itself out to be, ARA agent, employee or independent contractor, nor shall Associate use the name "ARA" or "Lender Direct Inc." in any advertising without the express prior written consent of Lender Direct Inc.

Notices: All notices, requests, demands or other communications required by or otherwise given with respect to this Agreement shall be in writing and shall be deemed to have been duly given to any party when delivered personally (by courier service or otherwise) or by mail, first-class postage prepaid and return receipt requested, in each case to the applicable addresses set forth below (except where electronic delivery is specifically contemplated hereby).

IN WITNESS WHEREOF, each of Associate and ARA has caused this Loan Origination Agreement to be executed and entered into as of the date written above, with the intent to be legally bound hereby.

 (Associate company entity name)

American Realty Associates, Inc.

By: _____ (co. officer)
 Name: _____
 Title: _____
 Date: _____, _____

By: _____
 Name: _____
 Title: _____
 Date: _____, _____

Address: _____

 Attn: _____

Address: 18062 Irvine Ave Ste 107
 Tustin, California 92780
 Attn: ARA /Broker Sign-Up

Broker of Record Signature: _____ (required)
 Broker of Record Name: _____ (required)
 Broker License Number: _____ (required)

ASSOCIATE GUIDE

This ARA Associate Guide (the "Guide") defines the mortgage loan origination fees described in section 4 of the Broker Loan Origination agreement and section 5 of the Loan Agent agreement. Pursuant to section 4.1 (Loan Origination Fees) of the Broker Loan Origination agreement and section 5.1 (Loan Origination Fees) of the Loan Agent agreement, ARA shall pay to Associate a fee, at the time of closing, for any mortgage loan Associate has submitted to ARA and onward to any of ARA's approved lenders through ARA website and for which Associate has provided actual services as a mortgage loan originator pursuant to section 3 of the Broker Loan Origination agreement and section 4 of the Loan Agent agreement. Such fee shall be in such amounts as set forth in the Guide, as ARA may amend the Guide from time to time.

Until further notice, the loan origination fees will be paid as follows:

Purchase Transactions – Such fee shall be in the amount of **0.75 of One Percent (0.75% or 75 basis points)** of the original principal loan amount.

Refinance Transactions – Such fee shall be in the amount of **0.75 of One Percent (0.75% or 75basis points)** of the original principal loan amount.

As previously stated, ARA may amend the Guide from time to time. Such amendments, with respect to all loans submitted, will be effective on the date following the publication of any Guide changes. This date will be know as the "Effective Date".

Effective Date: March 22, 2017