

Lend USA Wholesale Broker Agreement

"Lend USA", and _____, hereinafter referred to as "**Broker**", enter into a legally binding agreement where all venues are in Tarrant County, Texas.

Broker and Lend USA hereby agree as follows:

LEND USA AS BROKER'S AGENT

Lend USA is hereby engaged as the BROKER'S mortgage loan agent for the limited purpose, notwithstanding the customer or practice in the industry, of procuring a loan approval from a lender for a real estate Property on the terms indicated by the Broker to be acceptable. Lend USA is hereby authorized and instructed to present the Broker's loan package (including but not limited to financial and credit information) to, and to solicit loan proposals (expressions of interest) from, prospective mortgage loan lenders. Broker understands that Lend USA is not a direct lender and does not have funds to lend.

BROKER RESPONSIBILITIES

Broker agrees to provide the information required by Lend USA to create the loan request package. Broker agrees to review the completed loan request package and is responsible for its accuracy. After the loan application has been obtained, Broker agrees to use due diligence to close the loan. The Broker agrees to deliver marketable mortgage title, including, but not limited to, any required subordinations. Broker agrees, for any and all lenders that are contacted by Lend USA while this contract is active, that Lend USA will be Broker's only agent for these lenders on this Property. This clause applies to all subsidiaries and other organizations related to these lenders.

NO GUARANTEE OF FINANCING SUCCESS

Lend USA agrees to use reasonable efforts to obtain and close financing for the Property. Lend USA does not guarantee that financing can or will be obtained. Broker agrees that Lend USA will not be liable to Broker for any losses or damages whatsoever in the event financing is not obtained.

NON-CIRCUMVENTION

The Broker agrees and covenants that he will not directly, or indirectly; or in conjunctions with any other person, company, partnership or corporation; apply to the lender(s) to whom Lend USA has submitted his loan application, except through Lend USA as his exclusive agent; otherwise the Broker shall be liable to Lend USA for a 1% financing commission fee on any loan amount funded.

DURATION OF AGREEMENT

This agreement shall be valid for a period of one (1) year from date hereof. The term shall automatically renew on each anniversary.

TERMINATION OF AGREEMENT

With 30 days, the Broker or Lend USA may terminate this agreement with a written notification of termination delivered to the other party. Lend USA may, at its own discretion, continue to solicit loan quotes from lenders and present them to Broker. If Broker terminates the agreement and proceeds to close a loan with any lender that has been contacted by Lend USA, Broker shall be liable to Lend USA for a 1% financing commission fee on any loan amount funded.

GOVERNED BY LAWS OF TEXAS

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. If legal action is undertaken to enforce or to declare in effect any provision of this Agreement, that legal action shall be venued in Tarrant County, Texas. The Court, as part of its judgment, shall award reasonable attorney's fees, damages, interest on amount owed to the maximum allowable rate by law and any other related costs to the prevailing party.

MEDIATION OF DISPUTES

In the event any dispute or controversy arises with respect to the subject matter of this agreement or the transaction contemplated herein (including, but not limited to, the parties' rights with respect to payment of commissions as provided herein) which the parties are unable to resolve among themselves after a good faith effort to do so, at the request of either party, Broker and Lend USA agree to attempt to resolve such dispute or controversy through mediation in Tarrant County, Texas pursuant to a mediation conducted at Dispute Resolution Service, Ft. Worth, Texas in accordance with its mediation rules.

INDEMNIFICATION

Broker hereby indemnifies and holds harmless Lend USA and its affiliates and its and their respective directors, officers, employees, agents and controlling persons from and against any and all losses, claims, damages, liabilities and expenses whatsoever, joint or several, as incurred, related to or arising out of or based upon any act or omission of Broker in connection with any financing or client referred by Broker to Lend USA.

MISCELLANEOUS PROVISIONS

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

Any withholding, unemployment compensation, worker's compensation, social security or other similar taxes or contributions levied by any Federal, state or local authority based upon payroll of or employment by a party shall be paid by and shall be the exclusive liability of that party and shall in no way be chargeable to the other party to this Agreement.

None of the parties hereto shall act or have the power to act for the other in any respect whatsoever, and the relationship between the parties hereto shall be deemed to be that of independent contractors and neither party has any authority to commit or bind the other party in any manner whatsoever. All persons employed by each of the parties hereto in connection with the performance of this Agreement shall in no way, either directly or indirectly, be considered employees of the other party hereto.

This Agreement and any of the terms hereof may not be disclosed to or relied upon by any party other than the parties hereto. This Agreement, and the rights and obligations of Broker, may not be assigned by Broker without the prior written consent of Lend USA.

This Agreement contains the entire agreement between the parties, and all prior agreements, whether oral or written, are merged herein. This Agreement may not be amended, altered or changed in any way except by a writing executed by the parties hereto.

The invalidation or unenforceability in any particular circumstance of any of the provisions of this Agreement shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

IN WITNESS WHEREOF, Broker and LEND USA have executed and delivered this Agreement through their duly authorized representatives to be effective the date first above written.

I AGREE THAT I HAVE READ, ACCEPT, UNDERSTAND AND AGREE TO ALL THE TERMS AND CONDITIONS ABOVE AND THAT FULL I POSSES FULL AUTHORITY TO EXECUTE THIS AGREEMENT ON BEHALF OF ALL PARTIES IN INTEREST WARRANTED TO BE HELD.

<p>Lend USA</p> <p>By: _____</p> <p>S. W. Gans, Regional Manager</p> <p>Date: _____</p>	<p>Broker Name: _____</p> <p>_____</p> <p>Address: _____</p> <p>_____</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p>Tax Payer ID No. _____</p> <p>Telephone No. _____</p> <p>Facsimile No. _____</p> <p>Email Address: _____</p>
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LEND USA CONTACT INFORMATION

Address: Lend USA

Wholesale Lending Group
3901 Airport Freeway, Suite 107
Bedford, Texas 76021

Phone: metro #817-540-5555
Fax: 775-402-4374
Email: wholesalelending@800lendusa.com

BROKER CONTACT INFORMATION

Name: _____
Company: _____
Address: _____
Phone: _____
Fax: _____
Email: _____
Tax ID Number: _____
Fax: _____
Email: _____
Years in Mortgage Originating: _____
Annual Gross Loan Volume: _____

Items Required for Broker Approval:

Licenses held? _____
Please provide a copy of your valid licenses.

Are you a Corporation? _____

If yes, please provide clean copies of your company’s articles of incorporation.

Please complete the enclosed W-9 Form.

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