



The Alternative Solution to Hard Equity

220 Alhambra Circle, Suite 700 · Coral Gables · FL 33134 · Tel: (305) 774.0454 · Fax: (305) 774.9558
www.SFMortgageLenders.com
info@sfmortgagelenders.com

BROKER AUTHORIZATION

Legal Company Name: _____
Address: _____
City: _____ State: _____ Zip: _____
Telephone:(____) _____ Fax:(____) _____ Tax ID#: _____
Email: _____ Web Site: _____
Mortgage License No. _____

Primary Geographical Markets You Are Originating Production: (List City and State)

Contact Personnel: (Name, Phone Number, Extension)

Primary Contact: _____ (____) _____

By completing application, Broker hereby agrees to act honestly, fairly and in good faith in its dealings with SF Partners Mortgage LLC and further hereby consents to SF Partners Mortgage LLC providing Broker any and all of its promotional and pricing materials via mail, e-mail and/or facsimile or by any other electronic means now, in the past and in the future. The authorized representative has authority to grant such consent and hereby grants such consent in order to receive updated and current information from SF Partners Mortgage LLC

Authorized Representative of Broker Signature _____



SF Partners Mortgage

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BROKER AGREEMENT

This Broker Agreement, hereinafter referred to as the “Agreement”, is made between SF Partners Mortgage, LLC a Florida Corporation whose address is 220 Alhambra Circle, Suite 700, Coral Gables, FL 33134 (hereinafter referred to as “Lender”), and _____ (hereinafter referred to as “Broker”), whose address is _____

RECITALS

Lender desires the Broker to assist in such loan originations and to render its services on the terms and conditions provided in this Agreement.

Broker wishes to submit commercial and residential mortgage loan application packages, which meet Lender requirements, to Lender. Therefore, in consideration of the mutual promises contained herein, the parties agree as follows:

1. TERM

This Agreement shall commence on the date that the Agreement is signed by both parties below and shall continue until terminated by either party.

This Agreement may be terminated by either party for any reason upon prior written notice and may be terminated immediately for breach of any covenant, obligation or duty contained herein or for violation of any law, ordinance, statute, rule or regulation governing the conduct of either party hereto.

Termination shall not affect the obligations of the parties with respect to any Loan Package (as defined below) received by Lender prior to receipt of written notice of termination by either party, except if terminated for a breach or violation.

2. SERVICES

- a) Broker, who represents and warrants that it is knowledgeable in all respects of, and licensed to conduct business in, commercial and residential mortgage brokering in the state(s) where Broker is located, hereby agrees to deliver, from time to time, mortgage loan applications to Lender for Lender’s approval. It is hereby agreed that Lender will accept only those loan applications that, in its opinion, meet its current loan program parameters (as provided by Lender to Broker).
- b) Broker will submit to Lender an original loan application signed and dated by the applicant in addition to a typed application (FHLMC Form 65, FNMA Form 1003) completed in detail. Broker is to submit to Lender with each loan application the following required forms for processing and underwriting (“Loan Package”, as defined hereunder). All forms are to be no more than 30 days old.

Broker hereby acknowledges receipt of mortgage programs, published by Lender. Lender reserves the right to change its mortgage programs, underwriting guidelines and loan program parameters at any time without notice to Broker and will advise Broker of such amendments or revisions.

Loan Package

- 1) Credit Report: standard tri-merge factual credit report.
 - 2) Original Verification of Employment: FNMA/FHLMC forms covering the last two years' employment.
 - 3) Authorization from borrower for Lender to verify credit and bank account information.
 - 4) Good Faith Estimate
 - 5) Purchase and Sale Agreement, if applicable.
 - 6) Other Documentation: other documentation and/or disclosures requested in writing by Lender in addition to the above required documentation.
 - 7) 1003 application signed by borrower
- c) The responsibilities of the Lender will include loan underwriting, preliminary approval, notice of final approval or declination, preparation of loan closing documents and funding of approved loan transactions. It is hereby understood that Broker shall make no credit commitments on behalf of Lender and the Lender shall have the sole and absolute discretion to determine whether a loan will be granted and under what conditions.

3. TERMS AND CONDITIONS

Submission to the Lender by the Broker of the Loan Package is subject to the following terms and conditions:

- a) Eligible properties must be primary or secondary or investment residences located in the states in which the Broker is licensed or is otherwise exempt from licensing requirements. A description of the mortgage programs has been previously provided by Lender to Borrower.
- b) The maximum loan amount acceptable will be shown in Lender's weekly rate sheet and in most recently published rate sheet, which have been provided to Broker. By signing this Agreement, Broker acknowledges receipt of said guidelines.

4. REPRESENTATIONS AND WARRANTIES

As to each Loan Package submitted by Broker to Lender, Broker hereby represents and warrants to Lender, and Lender represents and warrants to Broker the following:

- a) **LEGAL STATUS.** Each party represents that it is duly licensed or is otherwise exempt from licensing to perform its obligations hereunder, under and according to the laws of the state in which each loan is originated, and will, during the term hereof, maintain such licenses. The parties also represent that they – and where applicable, each of their employees – are in good standing and, if not a natural person, are a corporation or partnership (as indicated in the introductory paragraph of this Agreement) duly organized and validly existing.
- b) **AUTHORITY.** The execution and delivery of the Agreement by each party and the performance by each party of the obligations hereunder have been duly authorized by all necessary corporate or partnership action as the case may be.
- c) **LEGALITY.** The execution and delivery of the Agreement by the parties and the performance by the parties of the obligations to be performed by each hereunder do not violate any current provisions of any law, rule, regulation, order, writ, judgment, injunction, decree, determination or award presently in effect having applicability to each party or, of the articles of incorporation or by-laws of each party. Each party will continue to comply with the above legal requirements in addition to all applicable federal and state laws and regulations including, but not limited to, The Equal Credit Opportunity Act, Real Estate Settlement Procedures Act, Truth-in-Lending Act and Fair Credit Reporting Act.

- d) **BINDING OBLIGATION.** This Agreement, when duly executed and delivered by both parties, constitutes a legal, valid and binding obligation of each party, enforceable against each other according to its terms.
- e) **NO SUITS.** There are no actions, suits, or proceedings pending or, to the knowledge of either party, threatened against or affecting either party before any court or governmental department, commission, board, bureau, agency or instrumentality – domestic or foreign – which, if determined adversely to such party, would have a material adverse effect on the financial condition of either party.
- f) **AUTHORIZATION.** Broker is authorized to submit loan applications to Lender by each and every applicant on whose behalf a loan application is presented to Lender.
- g) **DOCUMENTS SUBMITTED BY BROKER.** Each document furnished to the Lender by Broker is complete and accurate as to information within Broker's knowledge and as reported by the applicant; to Broker's knowledge, contains no misleading information; to Broker's knowledge, has been prepared and executed and copies delivered as required by law; and to Broker's knowledge, all signatures and initials therein are authorized and genuine. Broker further hereby represents that it will not submit any loan package that has been fraudulently prepared or completed as defined in Lender's Loan Fraud Zero Tolerance Policy signed simultaneously herewith.
- h) **NO PENDING BANKRUPTCY.** To Broker's knowledge, there are no bankruptcies or foreclosures pending or threatened against the applicant(s).
- i) **NO ADVERSE INFORMATION.** Broker has no adverse information concerning Borrower which it has not communicated to Lender.

5. MARKETING

Broker hereby consents to Lender now, in the past and in the future sending its weekly rate sheet and other promotional materials describing Lender's products and services to Broker via electronic means (e-mail), facsimile, certified mail or any other recognized form of communication. This provision shall survive termination of this agreement and shall only become null and void upon Broker providing Lender written request to terminate such communication.

6. REMEDIES

In the event of any breach of any representations, warranties, covenants, or obligations (hereinafter, a "breach") hereunder, each party shall be entitled to pursue any and all remedies available at law or in equity. In connection with any litigation arising out of this Agreement, the prevailing party shall be entitled to recover all costs incurred including, but not limited to, reasonable attorney's fees.

Notwithstanding the foregoing, in addition to any other remedies available at law or in equity, Lender may, in the event of a breach of material representation or warranty of this Agreement by Broker, require Broker to purchase from Lender any mortgage loan funded by Lender in connection with a Loan Package delivered from Broker. The purchase price for any such loan shall be equal to the outstanding principal balance of the loan, plus accrued interest, costs, fees and other charges due to Lender as of the date of purchase. Lender shall notify Broker in writing – within 90 calendar days following discovery by Lender of a material breach of representation or warranty of this Agreement by Broker – of any such loan that Lender requires Broker to purchase.

7. FACILITIES

Except as otherwise provided herein, Lender will have no responsibility or obligation to provide Broker with any personnel, material, facilities or equipment required for Broker to perform under this Agreement.

8. FEES

Payment of the Broker's fee from a borrower is solely the responsibility of the borrower – pursuant to Broker's agreement with the borrower – and under no circumstances shall Lender have any obligation whatsoever to collect the Broker's fee from the borrower. When possible, and upon written request of the

Broker, Lender will collect the Broker's fee from borrower at closing and remit it to the Broker in a timely manner.

Lender may pay to Broker a fee, if any, in accordance with its daily interest rate sheet published for mortgage Brokers and/or third party originators. Such fee shall be dependent upon the interest rate committed by Lender and accepted by an applicant. Broker acknowledges that as of Lenders most recent published rate sheet, there are no programs that call for Lender to pay or be responsible for any fees.

Lender will not be obligated to pay any fee to Broker if a loan does not close or, in that case of a rescindable transaction, the loan closes but is subsequently rescinded by the borrower.

9. NON CIRCUMVENTION

Lender hereby agrees to refrain from soliciting any client of Broker that Broker has introduced or made known to Lender from doing any lending/financing business with Lender directly.

10. NO AGENCY OR EMPLOYMENT RELATIONSHIP

Broker shall not be considered, under the provisions of this Agreement or otherwise, as having employee status, and shall not be entitled to any reimbursement from the Lender for any expense incurred by Broker under this Agreement. Broker shall have no authority to bind, obligate or commit Lender by any promise or representation unless specifically authorized by Lender in writing in a particular transaction. Broker shall not represent to any party that Broker in any way represents Lender or is authorized to act on behalf of Lender. This Agreement shall not be construed as a partnership or joint venture, nor is the intent of the parties hereto to create an agency relationship. Broker is an independent contractor in all respects. Neither party hereto shall be liable for any obligation incurred by the other, except as provided herein.

11. RESTRICTIONS

Broker may distribute written materials to prospective borrowers using Lender's name only where required by law and shall not otherwise use the name of the Lender, Lender's products or service marks, in any advertising or promotional material unless authorized to do so by Lender in writing. Lender shall not use the name or service mark of the Broker in advertising or promotional material unless authorized to do so by Broker in writing.

It is understood that, with respect to Loan Packages delivered, Broker will conform to the current real estate lending policies of Lender and will convey only those rates, products and terms to potential loan customers which are published or provided by Lender for such purpose.

Should this Agreement be terminated for any reason whatsoever, each party agrees not to divulge to anyone any proprietary information of the other party or any specific loan transaction information regarding any past borrower or applicant unless required by law, regulation or administrative proceeding to do so, or in connection with a subsequent sale on the loan by the Lender.

12. SEVERABILITY

Should any of the provisions described above be deemed invalid or unenforceable for any reason whatsoever, such shall not render invalid any of the remaining provisions as they remain servable apart from the terms of this Agreement.

13. ASSIGNMENT

Neither this Agreement nor any other duties or obligations hereunder shall be assignable by Broker without the prior written consent of Lender. In the event of an assignment by Broker to which Lender has consented, the assignee or his/her legal representative shall agree in writing with the Lender to personally assume, perform and be bound by the covenants contained herein. A change in the corporate character or principals of either party to this Agreement shall not constitute an assignment under this section. Lender reserves the right to review the legal, financial and other matters concerned and require re-execution of this Agreement upon such change.

14. ATTORNEY FEES

If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney’s fees, in addition to any other relief to which it may be entitled.

15. ADVERSE ACTION NOTICES

Notwithstanding anything to the contrary in this Agreement, Lender will not deliver to any applicant for a loan an adverse action notice including but not limited to, those required by Federal Reserve Board Regulation B, when Lender decides it will not approve a particular loan (the application for which is pending and was submitted by Broker). Rather, Lender shall deliver a completed adverse action notice to Broker specifying the reasons Lender has declined to approve the loan for which the applicant has applied; Broker shall forward this adverse action notice to the applicant for the loan (with a copy to Lender) no later than thirty (30) days following the date Lender received a completed application for the prospective loan.

16. NOTICES

All notices shall be in writing and send by certified U.S. Mail to the following addresses:

Lender: SF Partners Mortgage, LLC
220 Alhambra Circle, Suite 700
Coral Gables, FL 33134

Broker: _____

Attn: Daniel Stuzin
Title: President

Attn: _____

17. GOVERNING LAW

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Florida. The parties hereby recognize Miami-Dade County as the exclusive venue for any and all litigation relating in any way to this Agreement or which concerns the relationship and/or business practices of the parties.

18. NON-EXCLUSIVITY

This Agreement shall be non-exclusive as to both Lender and Broker, and each party may make or originate loans with or without the assistance of the other and may use the services of other Brokers or lenders.

19. ENTIRE AGREEMENT

This agreement supersedes any and all other Agreements, either oral or written, between the parties hereto with respect to the subject matter herein, and no other Agreement, statement or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

IN WITNESS WHEREOF, the parties have signed and executed this Agreement as of this _____ day of _____ of 20_____.

Lender: SF Partners Mortgage, LLC

Broker (insert company name)_____
Mortgage License No (or license copy)._____

By: _____
Daniel Stuzin
President

Authorized Representative: _____

Print Name: _____

Title: _____

Date: _____



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LOAN FRAUD ZERO TOLERANCE

All approved Wholesale Loan Brokers must be aware that the licensed mortgage broker bears the responsibility for all actions of his or her employees or licenses. The broker is responsible for the content and quality of each application taken and each loan submitted to SF Partners Mortgage, LLC.

THE SUBMISSION OF A LOAN APPLICATION CONTAINING FALSE INFORMATION IS A CRIME!!

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 and asset information, income information, incorrect 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 state in the security instrument.
4. Lack of due diligence by broker/loan officer/interviewer/processor, including failure to obtain all information required by the application and failure to request 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.
6. Simultaneous or consecutive processing of multiple owner-occupied loans from one applicant supplying different information of each application.
7. Allowing an applicant or interested third party to assist with the processing of the loan.
8. Broker's non-disclosure of relevant information.

Consequences

The effects of "Loan Fraud" are costly to all parties involved, SF Partners Mortgage, LLC stands behind the quality of its loan production. Fraudulent loans cannot be sold into the secondary market and, if sold, will require repurchase by SF Partners Mortgage, LLC. Fraudulent loans damage our reputation with our investors and mortgage insurance providers.

The price paid by those who participate in "Loan Fraud" is even more costly. The following is a list of a few of the potential consequences that may be incurred:

Consequences to Broker

1. Criminal prosecution.
2. Loss of Mortgage Broker's license.
3. Loss of lender access due to exchange of information between lenders, mortgage insurance companies, including submission of information to investors (FHLMC/FNMA), police agencies and the State Banking Department.
4. Civil Action by SF Partners Mortgage, LLC.
5. Civil Action by applicant/borrower or other parties to the transaction.
6. Loss of approval status with SF Partners Mortgage, LLC.

Consequences to Borrower

1. Loan Foreclosure
2. Criminal prosecution.
3. Civil action by SF Partners Mortgage, LLC and broker.
4. Civil action by other parties to transaction, such as seller or estate agent/broker.
5. Employment termination.
6. Loss of professional license, if any.
7. Adverse effect on credit history.

I HAVE READ THE FOREGOING AND UNDERSTAND SF PARTNERS MORTGAGE, LLC'S POSITION ON LOAN FRAUD:

Signature of "Broker of Record"

Signature of Principal Officer