

# LoanJunction.com Inc

## Broker - Dealer Agreement

The following is an agreement between LoanJunction.com ("LJI") and \_\_\_\_\_ ("Broker - Dealer"). All parties, including each of its employees and agents agree to the following:

### 1. WARRANTIES AND COVENANTS

All applications submitted by Broker will be considered clients of Broker, unless said such client is a current LJI applicant or customer, prior to the receipt of the Brokers Agreement and the consumer's application originated by Broker. Applications cancelled by Broker by deed or action, revert the client to consumer direct status, making Broker ineligible for compensation. Broker warrants that all file documentation submitted to LJI has not been altered or modified in any way, including but not limited to, credit information, employment info or reserves. Neither LJI nor Broker will represent themselves as an Agent or Employee of the other.

### 2. PARTICIPATION

If a loan contract for which Broker has been compensated by LJI is the subject of default OR is the subject of funding OR is the subject of prepayment in full within one year of contract date, the Broker shall return and refund to LJI any rate participation paid to Broker in connection with such contract. LJI will notify Broker in writing requesting reimbursement of any such fee. To the extent reimbursement has not been made within thirty (30) days after such notice, LJI will have the right of off-set with respect to there to against any funds or other property in LJI's possession.

### 4. COMPENSATION

See specific Broker proposal (must accompany this agreement with participation matrix/page 2 & 3 of agreement).

### 5. NON-CIRCUMVENTION

It is mutually agreed that LJI and Broker will not circumvent, avoid, or bypass each other in the attempt to avoid payment of fees or commissions by means of a third party. Both LJI and Broker will not market or solicit clients of the other, with the exception of a cancellation by deed or action or 1 year has elapsed. Broker will not duplicate steal or infringe upon LJI's intellectual, factual or implemented ideas, marketing, models, strategies or designs.

### 6. REPURCHASE

Repurchase will be required if LJI determines, at any time, that any representation made by Broker with respect to any LJI loan application submitted was untrue, falsified, manipulated or fraudulent.

### 7. JURISDICTION

This agreement shall be governed in accordance of the laws of the State of California. If any part of this Agreement is found to be unenforceable, all other items will remain in effect.

### 8. INDEMNIFICATION

Broker agrees to indemnify and forever save LJI harmless from any and all losses, harms, expenses, costs (including reasonable attorney's fees), liability, and damage resulting directly or indirectly from Broker's breach of any of the foregoing warranties or covenants within this Agreement.

IN WITNESS WHEREOF, this Agreement is hereby executed this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Broker Name

\_\_\_\_\_  
LJI Agent

\_\_\_\_\_  
Agent

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Broker Signature

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Business Phone

<b>For Official Use Only.</b>
Date Received _____
Status _____
Standard _____ Gold _____
Plat num _____ Elite _____
Copy of certificate enhancement _____

# LoanJunction.com Inc. Broker Porposal

Broker – Dealer Compensation: For the Broker/Agent/Dealer services, the LoanJunction.com shall pay the Broker/Agent/Dealer the following compensation percentages:

**Private Money Chattel Funding** (In park), the Compensation is a max of 2.5% of the loan amount when the client signs a 10 year fixed or shorter term. For 20 year and greater term broker/agent/dealer will receive 2% of the loan amount. No other fees may be charged.

**Chattel Financing** (in park mobile home loans) **Standard** Broker – Dealer will be compensated up to \$450 dollars + 2%(YSP) of the financed loan amount (financed loan amount YSP does not encompass closing cost, taxes, DMV fees, escrow(where applicable) or pro-rated space rent.

With each approval LJI will provide Broker - Dealer a loan approval form with a par rate and max up-sell rate. To receive the 2% YSP Broker – Dealer must sell the higher rate (better known as Yield Spread Premium). For each .25% increase to rate Broker – Dealer is compensated 1% of the loan amount.

**Gold** Broker – Dealers are to be compensated at \$750 + 2%(must have received Gold Broker – Dealer award certificate prior to this compensation level).

**Platinum** Broker – Dealers are to be compensated at \$900 + 2%(must have received Platinum Broker – Dealer award certificate prior to this compensation level).

**Elite** Broker – Dealers are to be compensated at \$900 + 2.5%(must have received Elite Broker – Dealer award certificate prior to this compensation level).

**Manufactured Fee Simple** (land & Home): Due to a plethora of investor bankruptcies and collapses, LoanJunction.com Inc. has been severely restricted on it's wholesale credit line and top tier investors. Our compensation for fee simple manufactured home loans submitted from Broker – Dealers now have a max compensation of 50% of LoanJunction's YSP and/or origination compensation (not to exceed 2.5%).

**Fee Simple Private Money:** Broker – Dealer shall receive 50% of LoanJunction's YSP and /or Origination compensation.

**land only transaction:** Broker - Dealer is limited to a max 2.0% Compensation

**Manufactured Home Equity Lines of Credit:** Broker - Dealer is limited to 2 points max Compensation.

*In some cases, either because of credit, value, DTI's, stated income, outsourcing and/or investor restrictions the aforementioned payouts may change. In those cases, Loanjunction will compensate Broker – Dealers at 50% of LJI's YSP and/or origination fees. Broker –Dealer abandonment of files, blatant neglect, or failure to perform shall change compensation to referral status as per broker– Dealer – Agent participation matrix.*

If to the Company to:

\_\_\_\_\_  
[Typed or Printed Name of Company Representative]

\_\_\_\_\_  
[Company Representative's Signature]

If to the Agent to:

\_\_\_\_\_  
[Typed or Printed Name of Agent]

\_\_\_\_\_  
[Agent's Signature]

<b>For Official Use Only.</b>	License # _____ Status _____
	W9 Form _____ BPM _____
	Email _____
	Phone: _____
	Fax: _____
	Notes: _____

# LoanJunction Broker- Dealer - Agent Participation Matrix

Program	Broker/Dealer/Agent Participation	Compensation
Minimum Participation Program ( <b>MPP</b> )	Name, address & telephone # of borrower, type property, reason for loan, and any known pertinent information.	\$500 Doublewides \$300 Singlewides \$200 Bad Credit
Limited Participation Program ( <b>LPP</b> )	Complete 1003 + home, (or) land info. (New homes require dealer name & #. Sale price, down payment & source.) Refinance: loan amount, use of funds Original purchase price, Space rent Amt. Any additional pertinent information.	\$750 Doublewides \$500 Singlewides \$300 Bad Credit
Assisted Participation Program ( <b>APP</b> )	<b>LPP</b> + Convey decision, convey rate/term & conditions. Get LJL good-faith, other forms signed. Appraisal commitment and info on existing escrow (if any)	\$1% YSP + \$500 Doublewides \$1% YSP + \$300 Singlewides \$1% YSP + \$200 Bad Credit
Full Participation Program ( <b>FPP</b> )	<b>LPP + APP</b> , Get and deliver all conditions & forms, field all clients calls, facilitate and fulfill all appraisal, escrow, lender & 3 <sup>rd</sup> party agency forms & requests. Complete Doc signing & meet funding conditions.	Compensation as outlined in page 2 of compensation agreement.
Independent Participation Program ( <b>IPP</b> )	<b>LPP + APP + FPP + Fund 60 loans in 12 month span</b> + Get, deliver and/or maintain all marketing materials, web sites, leads, transportation, postage, supplies, phones, infrastructure & employees. Complete 40 hours of LJL training, ethics & marketing courses.	Compensation as outlined in page 2 of compensation agreement under Elite Program.
Recourse Participation Program ( <b>RPP</b> )	Broker known or induced fraud. Customer, Manipulation, document, or 3 <sup>rd</sup> party vendor manipulation, theft, client circumvention, theft of LJL's ideas, designs & intellectual property, forgery, or impersonation.	Recourse as outlined in page 1 of Compensation agreement. Broker compensation: none

\_\_\_\_\_  
[Typed or Printed Name of Company Representative]

\_\_\_\_\_  
[Company Representative's Signature]

Date:\_\_\_\_\_