

Broker Agreement

This Broker Agreement made and entered into this ____ day of ____, 20__, by and between **NEW AGE MORTGAGE/dba NEW AGE LENDING COMPANY** hereinafter referred to as "NAM," and _____ located at _____, hereinafter referred to as "Broker," agree to the following understandings and responsibilities:

I.

RECITALS

WHEREAS, NAM is in the business of extending credit to borrowers for residential mortgage loans, purchasing residential mortgage loans in the primary and secondary markets, and selling residential mortgage loans in the primary and secondary market. WHEREAS, Broker is engaged in the business of assisting third parties in obtaining loans from lenders for the purpose of financing the purchase or refinance of improved residential real property. Broker takes applications for these mortgage loans, aiding and assisting borrowers in the pre-qualification for mortgage loans, choosing appropriate mortgage products for borrowers, completing applications and processing those applications on behalf of borrowers and placing such applications on a non-exclusive basis, with mortgage lenders such as NAM, all in exchange for a fee or other consideration. Broker represents and warrants that it is a duly organized and validly existing entity and that it is in good standing under applicable laws and regulations of the United States;

NOW THEREFORE, in consideration of the mutual promises and mutual undertakings contained herein and for good and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, NAM, intending to be legally bound, agree as follows:

II.

PROVISIONS

1. Integration

This Broker Agreement constitutes a single integrated written agreement expressing the complete understanding and entire agreement of the Parties (NAM and Broker). This Agreement supersedes any and all prior and contemporaneous oral or written agreements, promises, discussions or inducements, independent of form, concerning this subject matter. No promises or agreements that are not contained herein or that were made subsequent to the execution of this Agreement by the parties shall be binding on the parties unless reduced to writing and executed by all of the parties hereto.

2. Severability

If any term, provision or condition contained in this Broker Agreement is prohibited by or invalid under any statute or regulation, such provision shall be ineffective and deemed deleted here from to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement.

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3. Choice of Law, Jurisdiction and Venue for Disputes

This Broker Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Kentucky, without regard to conflict of law provisions. In addition, the Parties hereby agree that jurisdiction and venue for any disputes that arise out of or relate to this Broker Agreement will be in Louisville, Kentucky.

4. Attorneys' Fees and Costs

In the event that there is any dispute relating to or arising out of this Broker Agreement, the prevailing party shall be entitled to recover from the losing party its reasonable attorneys' fees and costs incurred in that action.

5. Party Affiliated Persons

This Broker Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their predecessors, successors, partners, parents, subsidiaries, affiliates, assigns, licensees, agents, directors, officers, employees and shareholders.

6. Representations and Warranties

Each party represents and warrants that they have had a full and fair opportunity to confer with their own counsel and said counsel has explained the legal effect of the Broker Agreement. Also, each party represents and warrants that they have read this Broker Agreement in full and have executed such freely, fully intending to be bound by the terms and provisions contained herein; that they have full corporate power and authority to execute, deliver and perform this Broker Agreement; that prior to the date of this Broker Agreement, any corporate action of the party necessary for the execution, delivery and performance of such by the party has been duly taken; and that this Broker Agreement has been duly authorized and executed by the party, is the legal, valid and enforceable obligation of the party, and is enforceable in accordance with its terms.

7. Construction of Agreement

The language and terms of this Broker Agreement are to be understood in their ordinary sense (except where otherwise defined herein) and are not to be interpreted in a technical manner so as to unfairly deprive any party of substantive rights. The text of this Broker Agreement is the product of negotiation among the parties and is not to be construed as having been prepared by one party or the other.

8. Counterparts

This Broker Agreement may be executed in multiple counterparts, which shall be deemed as valid and binding as if all Parties (NAM and Broker) had signed a single original thereof. Also, for purposes of enforcing this Agreement, any party who has executed the Broker Agreement, agrees that signatures obtained by facsimile shall be deemed to be originals.

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III.

PROCEDURES

1. Submission of Loan Application Packages

Broker may submit and deliver any loan application package, which complies with the relevant rate-pricing schedule and the underwriting guidelines to NAM for its consideration. With each submission of an application package, Broker shall inform NAM, consistent with the applicable rate-pricing schedule, of the desired note rate and the appropriate buy-down factors to be used to determine the discount price pertaining to such loan. NAM expects all locked loans to be submitted to underwriting unless a problem develops with the income, credit or property information. If a locked loan cannot be delivered, NAM must be notified immediately. Non-delivery of locked loans is grounds for termination of this Agreement.

2. Conditional Approval

NAM shall review and consider all loan application packages submitted to it by Broker or through the Broker. For those application packages deemed acceptable by NAM, NAM will send Broker (by facsimile or overnight delivery) a conditional approval. All NAM underwriting procedures and decisions are performed for the sole and exclusive benefit of NAM. Broker, together with any and all other third parties, shall not be entitled to rely upon NAM's underwriting decisions for any purpose whatsoever. Broker shall provide a written explanation of why any borrower approved by NAM fails to close a loan.

3. Rejected Files

All rejected files shall be returned to the Broker without further obligation to Broker or borrower(s) with regard to said loan.

4. Non Arms-Length Transactions

Broker is required to notify and disclose to NAM, in writing, if and when a non-arms length transaction is occurring. This includes any preexisting relationships between any and all of the parties involved in the loan transaction. Thereafter, Broker must obtain written consent to complete any loan transaction where such a non-arms length transaction exists.

5. Appraisal and Third Party Services

Because NAM relies heavily on the appraisals and other third party documentation submitted by Broker, NAM requires and Broker agrees and warrants: (a) that all appraisals shall be performed by appraisers acceptable to FNMA for the type of property securing the loan; (b) that all appraisals shall be in full compliance with all applicable laws including, without limitation, the Equal Credit Opportunity Act, the Fair Housing Act, and the Uniform Standards of Professional Appraisal Practice (USPAP); (c) that the appraiser will not have any interest, direct or indirect, in the property securing the loan; (d) that an appraisers compensation may in no manner be affected by the approval or disapproval of the loan application by NAM or another lender; (e) that it is the Broker's duty and that NAM shall under no circumstances be responsible to pay for any appraisal or other third party services commissioned by or on the behalf of Broker, or to reimburse Broker for such appraisals or other third party services; (f) NAM, its successors and/or assigns, shall be deemed to be an intended beneficiary of the services performed by such appraiser with the right to bring an action directly against such appraiser in the event of any malfeasance or misfeasance of such

appraiser in the performance of such services. Broker shall inform appraisers of this provision of this Agreement and shall be responsible for obtaining their agreement to this provision. Broker hereby assigns to NAM all rights and claims that may exist or arise in favor of Broker and against such appraiser in connection with such appraisal. Due to Broker's agreeing to comply with NAM's requirements herein and warranties thereon, the Broker will be held strictly liable if there is any breach of the provisions contained within this paragraph.

6. Loan Closings

Upon satisfaction by Broker of all conditions contained in the conditional approval, NAM will promptly communicate verbally to the Broker its determination as to whether it will close and fund the applicable loan. Broker will in turn ascertain if and when the borrower is available to attend the closing. Broker will inform NAM of this date, whereupon NAM will assume sole responsibility for coordinating the closing. Broker agrees to notify NAM within one (1) business day of learning that any loan has not or will not close, including loan files, which have been approved by NAM or placed in suspense. Prior to closing, NAM will issue a closing instrument sheet Broker must sign and return to NAM, verifying that Broker has performed all of the Broker services described in Section 7.

7. Broker Services

Broker acknowledges and agrees that borrower shall be required to pay compensation to Broker only for Broker and loan processing services actually performed in connection with a loan. Any Broker's fee owed to Broker may be disbursed by NAM on the disbursement date directly from the proceeds of the loan provided the borrower/broker agreement has been executed by both parties and provided to NAM prior to closing. Otherwise, Broker must collect the fee directly from the borrower. In order for a borrower/broker agreement to be deemed acceptable by NAM, Broker must fully complete each of the following services ("Broker Services"): (a) counsel borrower concerning availability of various loans and general process of obtaining a loan; (b) explain NAM's loan products, programs and lending philosophy to borrower; (c) complete loan application with borrower and obtain all necessary signatures; (d) obtain credit report from one repository; (e) evaluate credit report analysis to pre-qualify borrower for NAM loan products and programs; (f) assist borrower with explanation of delinquent credit; (g) prepare a Good Faith Estimate of closing costs as required by the Real Estate Settlement Procedures Act and send to Borrower within three (3) business days of application (and, where applicable, provide an additional three (3) business day rescission period and other disclosures required for all Truth in Lending Act Section 32 "High Cost Mortgage Loans"); (h) submit borrower's application package to NAM for the specific loan program; (i) prepare and deliver to borrower the NAM Compliance Notice; (j) provide borrower any other disclosures required by federal, state or local law or regulation; (k) obtain all required documentation from borrower, including but not limited to W-2 and 1040 forms and pay stubs; (l) process borrower's information to further qualify borrower for the loan program; (m) submit all pertinent documentation to NAM for evaluation; (n) order an appraisal of the property and submit to NAM for evaluation; (o) review the appraisal to ascertain conditions and submit to NAM for evaluation; (p) order a title report and title insurance commitment; (q) keep borrower informed as to the status of application and the overall process; and arrange and coordinate closing with borrower, NAM and the closing agent. Documentation provided by borrower or any other person shall not be altered in any way; whiteouts and strikeovers are not acceptable.

8. Broker Fees.

Any fee, commission, or other consideration payable to Broker with respect to any loan shall be paid only after NAM deducts from loan proceeds all of its fees and charges. Broker authorizes NAM to further deduct from fees, commissions or other consideration payable to Broker, any amount that NAM claims, in its sole discretion, is due from Broker to NAM. No fee shall be owed to Broker on account of any proposed loan that is not funded and closed.

In addition, NAM is not responsible for errors in loan fees or expenses unless an itemized accounting of such fees is submitted to NAM by Broker no later than twenty-four (24) hours prior to loan documents being drawn and said fees are confirmed by NAM. NAM may monitor the amount of fees charged in connection with a loan origination and may terminate this Agreement if, in NAM's sole discretion, the fees charged in connection with a loan origination are excessive in comparison with fees generally charged in the geographical area in which Broker is conducting business.

9. Assignment of Rights

Broker agrees to provide any information that NAM may reasonably request in order to assist NAM in marketing the loans to secondary market investors. Broker understands and agrees that all loans submitted to NAM will be underwritten to NAM's current investor standards, and upon issuance of an underwriting approval, Broker thereby assigns all rights, title, and interest in the file to NAM which then becomes the property of NAM. NAM will close the approved loan in its own name, or in Broker's name, if all NAM, state, and regulatory laws are met. NAM alone, in its sole discretion, shall make underwriting determinations.

10. Audit and Investigation

Broker understands that NAM routinely conducts quality control audits to re-verify information, documentation and appraisals submitted by Broker. Broker understands and agrees that discrepancies found as a result of such written and verbal quality control audits may, in the sole discretion of NAM, be grounds for immediate cancellation of this Agreement. In addition, Broker acknowledges that in the event that NAM determines, in its sole discretion, that any material misstatement or concealment has been made in the loan application or loan file, whether or not such material misstatement or concealment actually exists with the loan application or loan file and whether before or after NAM acts on file submission of the loan, that NAM may report such instances to appropriate state or federal regulatory authorities or law enforcement agencies as well as private companies that aggregate such information (e.g. Mortgage Asset Research Institute and/or others.) Broker agrees to indemnify, defend and hold NAM and such regulatory authorities, law enforcement agencies and/or private companies harmless from and against any and all claims, actions, liabilities, losses or damages arising either directly or indirectly therefrom, including but not limited to, attorney's fees, costs of suit, judgments or other expenses incurred as a result of providing this information to others. Broker authorizes NAM to cooperate fully with any federal, state, or local authority conducting a formal or informal investigation, examination, or audit of Broker.

11. Broker's Financial Statements.

Upon written request, Broker shall provide NAM with a quarterly and/or annual statement of the Broker's financial condition. Broker represents and warrants that any financial statement provided to NAM to obtain or maintain this Agreement shall be accurate and complete. Broker shall timely notify NAM in writing of any adverse or material changes in Broker's financial condition, or any pending or threatened litigation. NAM may cancel or amend this Agreement based upon changes in Broker's financial condition, failure of Broker to notify NAM of changes in Broker's financial condition, or the existence of threatened or pending litigation.

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IV.

BROKER REPRESENTATIONS, WARRANTIES AND COVENANTS

1. Broker Representations and Warranties

Broker hereby represents and warrants as of the date hereof, and hereafter as to each and every date Broker delivers each loan application package to NAM.

- a. Broker is duly organized, validly existing and in good standing under the laws of its state of incorporation, governmental licensing and revenue collection agencies, and is qualified to transact business, has all licenses, permits and registrations and is in good standing in each state where Broker originates loans or in which property securing a loan is located, as necessary to engage in the mortgage broker business and to perform as set forth in this Agreement, including but not limited to, being licensed as a mortgage broker for at least two years
- b. Broker represents and warrants that it has the requisite corporate, partnership, or other authority and capacity as necessary to enter into this Agreement and that Broker's compliance with the terms and conditions of this Agreement will not violate any provisions of Broker's Articles of Incorporation or bylaws, any instrument relating to the conduct of its business, any federal, state or local statutes, ordinances or regulations or any other agreement to which it may be party;
- d. NAM and Broker agree that Broker is an independent contractor and neither Broker and/or its employees/agents is/are neither an employee or agent of NAM and may not hold themselves out as such or be construed as such as a result of this Agreement or any other basis. Broker is strictly prohibited, without prior written authorization, to use NAM's name in any form of advertising. Broker shall not disclose and shall keep confidential all information and documents that Broker acquires in the course of performing responsibilities under this Agreement. Broker represents and warrants that neither Broker nor any employee of Broker, shall have any direct or indirect ownership interest in any property acting as security for any loan submitted to NAM.
- e. Broker is aware and understands that it is the intention of NAM to sell loans to various investors in the secondary market and Broker represents and warrants that packages submitted to NAM are in full compliance with all pertinent requirements of and conforms to the representations and warranties required by the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, or such other investor requirements as NAM may from time to time identify in its Product Descriptions.
- f. Broker's execution, delivery and performance of this Agreement has been duly authorized and such actions do not and will not (i) violate any corporate charter, partnership certificate or agreement or similar document, by-laws or similar document, any contract or agreement or understanding by which Broker is bound or to which Broker is a party, or licensing requirement or the applicable law; (ii) require the consent of any governmental authority unless such consent has been obtained; or (iii) render Broker insolvent.
- g. Upon Broker's execution, this Agreement will be a legal, valid and binding obligation of Broker enforceable in accordance with its terms, subject only to applicable bankruptcy, reorganization, insolvency or other similar laws affecting creditor rights generally.

- h. Neither Broker nor its agents know of any suit, action, arbitration, legal, administrative or other proceeding pending or threatened against Broker which would affect its ability to perform its obligations under this Agreement.
- i. The execution of this Agreement and the consummation of the transaction contemplated hereby will not subject NAM to any liability, duty or obligation, arising from any acts, whether of omission or commission, of Broker, its employees and agents.
- j. In the taking of any application, the preparation of any loan application package, and the performance of any services in connection with this Agreement, Broker has complied with all applicable federal, state and local laws and regulations including, without limitation, the Real Estate Settlement Procedures, Equal Credit Opportunity, Fair Housing, Fair Credit Reporting and Truth-in-Lending Acts and regulations there under and any laws which impose a requirement upon Broker to obtain a written agreement or acknowledgement from borrowers regarding specific services to be rendered by Broker and Broker's compensation therefore.
- k. Each application is on FNMA Form 1003 or such other form previously approved in writing by NAM. Each application has been completed in accordance with applicable law and the underwriting guidelines.
- l. No borrower's fee exceeds the maximum amount permitted by applicable law and/or NAM, and the borrower/broker agreement complies with all relevant federal and state laws and regulations.
- m. Where required by applicable law, Broker will record the mortgage assignment in the name of "NAM, Inc.," and the assignment of the loan from Broker to NAM is valid and enforceable.
- n. The borrower has no rights of rescission, set-offs, counterclaims or defenses to the note or mortgages.
- o. Broker has no knowledge that any improvement located on or being part of the real property secured by the mortgage is in violation of any applicable zoning law or regulation.
- p. The real property secured by the mortgage and all improvements thereon are in good repair and free of substantial damage from any cause, including but not limited to flood, fire, accident, earthquake, hurricane, or other disaster or calamity.
- q. Neither Broker, borrower, nor any other person or entity engaged by Broker, its officers, employees or agents which are involved in the loan (including, without limitation, any appraiser or credit reporting agency) has made any false representation and/or has failed to provide information that is not true, valid, complete and accurate information necessary in order for NAM to make a reasonable underwriting decision.
- r. Neither Broker, borrower, nor any other person or entity engaged by Broker, its officers, employees or agents which are involved in the loan (including, without limitation, any appraiser or credit reporting agency) has made any misrepresentation or any misstatements of any fact, whether by act, statement, concealment or omission, in connection with any loan application package delivered to NAM hereunder.
- s. Broker shall make prompt, timely, fully accurate and truthful disclosures to NAM of the following:

- (a) any facts, information and documentation which Broker may know, suspect or have notice of, that could affect or has affected the validity, collectibility and security or enforceability of any loan that results from a Package delivered to NAM hereunder;
 - (b) any fact or suspected fact known to Broker which, if known to NAM, would have a material influence on NAM's decision to lend money to a particular applicant; or
 - (c) any material change in the condition of the applicant which would render any of the information provided to NAM untrue or misleading.
- t. Neither Broker, its officers, or employees nor any other person or entity engaged by Broker which is involved in the loan (including without limitation, any appraiser or credit reporting agency) has received any direct or indirect benefit, fee, commission or other consideration of value from the borrower or anyone else in connection with such loan except as those disclosed to borrower.
- u. Broker shall indemnify, defend and hold NAM harmless from and against any and all claims, actions, liabilities, losses or damages arising either directly or indirectly from any breach of any representation, warranty or other provision of this Agreement and/or with respect to any repurchase demand from any investor, including but not limited to, attorney's fees, costs of suit and judgments.

The most current form and versions of all statutes and laws referred to herein are to apply and to be interpreted in this Agreement.

2. Covenants of Broker

In addition to the covenants of Broker contained elsewhere in this Agreement, Broker hereby covenants as follows:

- a. Compliance with Applicable Law. In the taking of any application, the preparation of any loan application package and the performance of any services in connection with this Agreement, Broker shall comply with all applicable federal, state and local laws and regulations including, without limitation, the Real Estate Settlement Procedures, Equal Credit Opportunity, Fair Housing, Fair Credit Reporting and Truth-In-Lending Acts and regulations there under and any similar or other laws which impose a requirement upon Broker to obtain a written agreement or acknowledgement from borrower regarding specific services to be rendered by Broker and Broker's compensation therefore. In accordance with Regulation B 202.9 (g) of the Equal Credit Opportunity Act, Broker agrees that in the event the application is not approved by NAM, Broker shall provide an adverse action notice and identify each creditor, including NAM, on whose behalf the notice is given. *The most current form and versions of all statutes and laws referred to herein are to apply and to be interpreted in this Agreement.*
- b. Documents and Inspections. Upon NAM's written request, Broker shall promptly (i) provide NAM with evidence satisfactory to NAM of Broker's then-current licenses and other authorizations required for Broker's business and the performance of this Agreement; (ii) provide NAM with financial statements of Broker prepared in accordance with GAAP; and (iii) permit NAM to inspect Broker's offices and audit Broker's records.

- c. Proceedings. Broker shall notify NAM promptly after the institution or commencement of any judicial or administrative proceeding or any investigation by a governmental body of competent jurisdiction which involves a loan or loans or in any other manner the subject matter of this Agreement and which might reasonably be expected to result in any loss, injury or damages to NAM or which might jeopardize Broker's ability to perform its obligations under this Agreement.
- d. Limited Refinance. Broker agrees and warrants that it will not solicit or encourage refinancing of Mortgage Loans it has sold to NAM. In the event that a premium is paid by NAM to the Broker on a Loan and such loan is prepaid by the Borrower, other than financing by NAM or any of its subsidiaries or affiliates or a refinancing by the Broker which is purchased by NAM, (Broker agrees to give NAM a right of first refusal to repurchase the aforementioned refinance, and in the event NAM repurchases said refinance, NAM agrees to pay Broker a premium, if any, on the new advance over and above the refinanced amount only. In the event NAM elects not to purchase said refinance, then Broker shall upon demand by NAM refund to NAM, in the appropriate percentage specified below, of the premium paid by NAM to the Broker. The amount due to NAM as Premium Rebate from Seller shall be calculated by a pro rata method using a twelve (12) month basis. Example: if a Loan is prepaid in month seven (7) after settlement date, five (5) months would be remaining in the rebate period; therefore, the pro rata calculation of rebate due to NAM would be five/twelfths (5/12ths) of the premium prepayment penalty and such prepayment penalty is not prohibited by law, then NAM agrees to offset the amount of any prepayment penalty against any Premium Rebate due from the Broker.
- e. Loan Premium Rebate. Broker agrees that in the event that any loan originated under this Agreement is paid off within 6 months after the date of funding, Broker shall rebate to NAM any premium paid by NAM to Broker with respect to the loan. NAM may, at its option and in its sole discretion, offset, in such order as NAM shall determine, any and all amounts owed by Broker to NAM under this Agreement against any or all amounts then or thereafter due from NAM to Broker.

V.

BROKER'S REPURCHASE AND INDEMNITY OBLIGATIONS

The following acknowledges to Broker that NAM has the right to make the sole decision of whether or not Broker will be required to repurchase loans and/or to indemnify NAM for any losses that NAM has suffered or expects to suffer.

1. Repurchase

Broker shall repurchase any loan sold to NAM pursuant to this Agreement within five (5) calendar days of receipt of written demands from NAM based on any of the following circumstances:

- a. Broker fraud, misrepresentation or concealment in the origination of processing of the loan.
- b. Broker breach, or other failure to observe or perform, in any material respect, any of the representations, warranties, covenants or agreements contained in this Agreement with respect to a particular loan; or
- c. Failure by Broker to deliver to NAM within one (1) business day from the date each loan was purchased by NAM the original information/documentation specified herein.

- d. The option to request or accept repurchase of any loan is at the sole discretion of NAM and shall survive termination of this Agreement.

2. Repurchase Price

Repurchase under Section 1 above shall be priced as the sum of:

- a. The unpaid principal balance of the loan as of the date of repurchase;
- b. All accrued and unpaid interest on the loan as of the date of repurchase;
- c. All non-reimbursed advances and extraordinary costs and expenses incurred by NAM with regard to the loan during the life of the loan.
- d. Any service release fee, yield spread premium, or other amounts paid by NAM to Broker for the loan; and
- e. All losses, costs, damages, and expenses incurred by NAM in connection with such repurchases, including costs of defending against, responding to and/or undertaking an investigation of the facts, costs and expenses incurred for consultants, investigators and counsel along with all attorney's fees and costs.

3. Indemnification

In addition to Broker's repurchase obligation under Section 1 and 2 hereof, Broker will indemnify, defend and hold NAM and its successors and assigns harmless from and against any loss, liability, injury, damage, cost or expense, including, but not limited to, incidental and consequential damages (including but not limited to legal and accounting fees and expenses) arising out of, resulting from or relating to any breach of any of the representations, warranties, covenants, agreements or any other obligation of Broker, its officers, employees, agents, or any third party in connection with Broker, including but not limited to appraisers or borrowers, hereunder.

VI.

OTHER PROVISIONS

1. Loan Fraud

Broker acknowledges and understands that it shall be deemed responsible under this Agreement for all actions performed by its principals, employees, agents, designees and licensees hereunder. The Broker is responsible for the content and quality of each application taken and each loan submitted to NAM. In addition, regardless of whether the Broker has actual or constructive knowledge of any misrepresentations and/or omissions contained within any given loan application package submitted by the Broker, the Broker has provided an absolute warranty that it will be fully liable for any such misrepresentations and/or omissions that are contained within such loan application packages (e.g., borrower misrepresentations, appraiser misrepresentations, etc.). Pursuant to this Agreement, Broker is responsible and shall be required to repurchase a loan and indemnify NAM for any fraud, which occurs in the origination of the loan. The submission of a loan application package containing false or

misrepresented information is a federal crime and NAM cooperates with government agencies to pursue false information or fraudulent activity. Examples of such fraudulent actions include, but are not limited to:

- a. Submission of inaccurate information, including false statements on a loan application and/or falsification of documents purporting to substantiate credit, employment, deposit and asset information of personal information including but not limited to identity, citizenship, or ownership, non-ownership of real property;
- b. Forgery or misrepresentation of partially or predominantly accurate information;
- c. Inaccurate representations of current occupancy status or intent to maintain required occupancy as agreed in the application, mortgage and/or other loan documents;
- d. Lack of due diligence or concern by Broker, including but not limited to its loan officers, interviewers, processors, closing agents, or appraisers, including failure to obtain or divulge all information required by the application or NAM procedures and failure to request further information as dictated by borrower's response to other questions.
- e. Acceptance of information or documentation which is known or suspected by Broker to be inaccurate or acceptance of information which should be known to be or suspected to be inaccurate, including but not limited to simultaneous processing of multiple owner-occupied loans from a single applicant where information differs on each loan application, permitting an application or interested party to assist with the processing of a loan application, or failure of Broker to disclose any relevant or pertinent information.
- f. Consequences of loan fraud include, but are not limited to: (i) Criminal prosecution; (ii) Loss of Real Estate Broker's license; (iii) Loss of lender access due to exchange of information between lenders, mortgage insurance companies including submission of information to investors (Freddie Mac/Fannie Mae), police agencies, and the State Licensing Agencies; (iv) Civil action by NAM and/or applicant/borrower and/or other parties to the transaction; (v) Loss of approval status with NAM.

2. Price Discrimination

Broker acknowledges that NAM cannot control or police the prices the Broker charges the borrower. Broker agrees that loan fees, discount points, and interest rates must be done on a non-discriminatory basis, without regard to race, gender, national origin or age. Broker agrees to indemnify and hold NAM harmless from and against any and all discriminatory practices employed by Broker and its employees in the pricing of any loan under this Agreement.

3. Change of Circumstances.

NAM may refuse to close, and fund any loan notwithstanding that NAM has issued a conditional approval, if NAM reasonably determines that, prior to closing:

- a. There has been material change of circumstances with respect to any loan, the borrower or the property which secures such loan, including without limitation, a flood, fire, accident, earthquake, hurricane, or other disaster or calamity, whether or not the borrower or such property is directly or indirectly affected; or
- b. The market for real estate in the geographical area of the property which is the security for the loan materially and adversely declines; in either event, so as to make it impractical or inadvisable to proceed

with the closing of such loan. Similarly, NAM shall be excused from performance or shall be permitted to delay performance or shall be permitted to delay performance under this Agreement if any circumstances beyond NAM's control occur that delay or render impossible the performance of its obligations hereunder, including without limitation acts of God, war, strikes, declaration of banking moratorium, or other events which may render timely performance impossible.

4. Not a Commitment

Nothing contained herein shall be deemed to be a commitment from NAM to close and fund any loans delivered by Broker.

5. Advertising and Trademark

Broker shall not engage in any form of advertising whatsoever utilizing either the name of NAM or any of its subsidiaries or affiliates, unless specifically licensed to do so in writing.

6. Notices

Except as otherwise provided herein, all notices, requests, messages or other communications, which are to be given under this Agreement, shall be in writing, addressed to the appropriate parties and sent certified mail return receipt requested, or by overnight delivery service as follows, unless another name or address is later substituted.

NEW AGE MORTGAGE dba New Age Lending, 4156 Westport Road, #207, Louisville, Kentucky 40207

7. Relationship of the Parties

By virtue of this Agreement, it is agreed that NAM and Broker shall not be considered to be partners or joint ventures, and that Broker is not to act as the agent of NAM in origination, processing or performance of any other obligation hereunder, and shall act in all manners hereunder as an independent contractor.

8. Termination

This Agreement may be terminated by either NAM or Broker without cause upon written notice addressed to the other party as provided in Section 6 above. In the event of such termination, NAM agrees to close, after termination, those loans submitted by Broker prior to the date of termination. However, in the event that NAM, in its sole judgment and discretion, reasonably determines that there has been fraud or misrepresentation concerning loans registered by Broker, or any other material breach by Broker of this Agreement, NAM reserves the right to terminate this Agreement immediately and without prior notice, and to refuse to close any loans submitted by the Broker prior to such termination.

9. Assignment

The rights and obligations under this Agreement shall not be assignable by Broker, except with the prior written consent of NAM. NAM, however, may assign all or part of its rights hereunder without any consent of Broker. Any proposed assignment in violation of this provision shall be void.

10. Miscellaneous

No waiver by NAM of any term or condition hereof shall impair any right of NAM or be construed as a waiver of any term or condition in the future. There are no promises or inducements by NAM to Broker not contained herein, and this Agreement cannot be amended orally, and no provision of this Agreement may be waived or amended except in writing executed by NAM and Broker. Any such written waiver or amendment must expressly reference this Agreement. All of the covenants, agreements, representations and warranties made by the parties hereto shall suffice and continue in effect after the termination of this Agreement or the consummation of the transactions contemplated hereby. This Agreement supersedes any and all prior written or oral agreements between Broker and NAM as to the subject matter hereof. This agreement supersedes any and all prior written or oral agreements between Broker and NAM as to the subject matter hereof.

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Kentucky applicable to agreements executed and performed in Kentucky.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement as of the date hereinabove written.

By: _____ Date: _____

Printed Name: _____

Title; _____

BROKER

By: _____

Printed Name: _____

Title; _____