



**SFG OF^{LLC}
ARIZONA**

SFG INCOME FUNDS

SFG of Arizona, LLC
Attn: Dani Slade
Bellevue Pacific Center
11245 SE 6th Street, Suite 210
Bellevue, WA 98004

To become an approved SFG of Arizona, LLC broker, please complete and submit in entirety the following to our above referenced address:

- _____ Signed Mortgage Broker Application (attached)
- _____ Signed Brokerage Agreement (attached)
- _____ Signed Form W-9 (attached)
- _____ Copy of current Real Estate Broker license(s), if any
- _____ Copy of current license (Corporation, LLC, LP, etc.) issued by Secretary of State

At your earliest convenience please forward the above information to our office. Your request will be processed immediately. Should you have any questions, please do not hesitate to call (425) 455-1733, (888) 734-3863 or email dslade@sfgfunds.com.

Sincerely,

Dani Slade

Enc.



Mortgage Broker Application

Seattle Funding Group, Ltd. | SFG of California, LLC | SFG of Arizona, LLC
11245 SE 6th Street | Suite 210 | Bellevue, WA 98004 425.455.1733 888.734.3863
www.SeattleFundingGroup.com

Broker Information

Company Name: _____

Address: _____

Phone: _____ Fax: _____

Email: _____ Doing Business Since: _____

Website: _____

Principals/Officers

Name: _____ Title: _____

Name: _____ Title: _____

References

List two lenders with whome you are currently doing business

Company: _____

Phone: _____ Contact: _____

Company: _____

Phone: _____

Signature of Applicant: _____ Date: _____

Title: _____



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This agreement (the “Agreement”) is effective as of the _____ day of _____, 20____, between Seattle Funding Group, Ltd., a Washington corporation (“SFG”) and _____ (“Broker”).

Recitals

Broker is in the business of obtaining loans for Borrowers for a fee or other consideration. SFG is in the business of funding residential and commercial loans for business purpose only secured by real property. The parties wish to establish a relationship whereby Broker will submit information regarding a prospective borrower and real property collateral (a “Loan Package”) to SFG for consideration of funding a loan to said borrower secured by said collateral (the “Loan”).

Agreement

For consideration the receipt and adequacy of which is acknowledged, the parties agree as follows:

- 1. Submission of Loan Packages.** Broker may submit Loan Packages to SFG for consideration under such programs, terms and requirements as SFG may establish from time to time. Without limiting the generality of the foregoing, Loan Packages shall include copies of all disclosures, notices, brochures, advertising material or documents of any other kind or nature that have been delivered to the proposed borrower by or on behalf of Broker. The contents of all Loan Packages submitted to SFG shall become the property of SFG, and all information therein may be subject to SFGs’ independent verification.
- 2. Loan Approval.** Nothing in this Agreement shall require SFG to accept, approve and/or fund any proposed loan presented by Broker. Approval shall be solely within SFG’s discretion. SFG shall have no duty to Broker under this agreement; the standards, practice and procedure regarding the acceptance and evaluation of Loan Packages shall be solely and absolutely within the province and control of SFG.
- 3. Compensation to Broker.** All fees or other remuneration to Broker shall be paid by Borrowers. SFG shall have no obligation to Broker for commissions, fees, or remuneration of any kind. Broker shall submit to SFG a Broker/Borrower fee agreement with every Loan Package.
- 4. Status of Broker.** Broker’s status under this Agreement is that of an independent contractor. Nothing in this Agreement shall be construed as making Broker a partner,

agent, representative, or employee of SFG. Broker shall not hold itself out as such, nor shall it use the name of SFG in any form of advertising. Broker shall have no authority to, and shall not, make any statement or representation purporting to be on behalf of SFG, or bind, or attempt to bind, SFG in any way.

5. **Warranties of Broker.** Broker represents and warrants to SFG that:
 - a. Broker is properly licensed for all activities related to this Agreement, proof of which shall be submitted at the request of SFG from time to time. No litigation or disciplinary proceedings are pending against Broker.
 - b. To the best of Broker's knowledge, after diligent review and inquiry, all statements or information contained in any Loan Package submitted to SFG are true and accurate and no facts or circumstances are omitted, the absence of which makes the statements or information therein misleading. The warranty herein extends to the entirety of the Loan Package without regard to the source of the information or statements therein contained. Broker will promptly disclose to SFG any information acquired after the submission of a Loan Package to SFG that conflicts with, contradicts, or otherwise casts doubt on the accuracy of any statement or information in the Loan Package.
 - c. Broker has full knowledge that lender (SFG) does NOT offer "Consumer Lending Programs" for primary or secondary residences. To the best of the Broker's knowledge the Borrower has no intention of occupying the subject property.
 - d. Broker will not take any action or make any statement inconsistent with Broker's authority under this Agreement.
 - e. Broker will immediately notify SFG if any of the foregoing warranties and representations are/or become untrue at any time.
6. **Indemnification.** Broker shall indemnify and hold SFG harmless from and against, and shall reimburse SFG with respect to, any and all loss, damage, liability, costs, and expenses, including reasonable attorney's fees incurred by SFG by reason of or arising out of or in connection with the breach or inaccuracy of any warranty or obligation of Broker herein, or any other act or omission of Broker.
7. **Termination of Agreement.** This Agreement may be terminated at any time by SFG.
8. **Successors in interest.** Inasmuch as Loans are regularly transferred in whole or in part after closing, the rights of SFG herein shall inure to the benefit of any such successor in interest to SFG.
9. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all parties.

10. **Waiver of Breach.** Failure by SFG to exercise any right or remedy provided for herein in the event of breach by Broker shall not act as a waiver of such right or remedy in the event of a subsequent breach of the same or similar nature.
11. **Entity Status; Personal Guaranty.** If Broker is not a natural person, the undersigned warrants that he/she has authority to execute this agreement on behalf of Broker, and **PERSONALLY GUARANTEES** the warranties and obligations of Broker herein.
12. **Governing Law. Venue.** This Agreement shall be governed by the laws of the State of Washington. Any action in regard to this Agreement shall be brought in the Superior Court of the State of Washington for King County.
13. **Attorney's Fees.** If the event of any action or proceeding to enforce the rights and obligations herein, the prevailing party shall be entitled to the costs of said action or proceeding and reasonable attorney fees.

BROKER:

_____ SFG OF ARIZONA, LLC

By: _____

By: _____

Its: _____

Its: _____