

# LOAN BROKER APPLICATION

## COMPANY INFORMATION

Full Legal Name		Doing Business As (DBA)		Doing business since:	
Street Address		City		State	Zip
Primary Contact	E-Mail Address	Office Phone Number	Cell Phone Number	Fax Number	
Tax ID #	Website	# of Agents	Agent Names (attach list if necessary)		

## PRINCIPAL(S) INFORMATION

Name	% Ownership	Title
Name	% Ownership	Title
Name	% Ownership	Title
(Attach list if necessary.)		

## LICENSE(S)

Type	Number	State	Issue Date	Expiration Date
Attach list (if necessary) and copies of licenses held.				

## REFERENCES (Lenders with whom you are currently doing business)

Lender / Company Name	Contact Name	Phone
Lender / Company Name	Contact Name	Phone
Lender / Company Name	Contact Name	Phone

## OTHER INFORMATION

Please submit this executed Loan Broker Application, copies of all documentation requested herein, and an executed Broker Agreement.  
 Do you have any affiliation and/or ownership interest in any other related business (e.g., development company, title company, real estate company, appraisal company)?  Yes  No      If yes, please attach list providing name(s) and type(s) of business(es).

## AUTHORIZATION

The undersigned individual(s) and/or company hereby authorize(s) A10 Capital, LLC, its successors and/or assigns, full authority to investigate any and all information relating to said individual(s) and/or company for its confidential use in review and approval of this application, including, but not limited to, obtaining personal and/or business credit reports.

Authorized Signature/Owner	Title	Social Security #	Date
X			
X			



## LOAN BROKER AGREEMENT

This Loan Broker Agreement (this “*Agreement*”) is entered into effective as of \_\_\_\_\_, 20\_\_\_, by and between **A10 Capital, LLC**, a Delaware limited liability company (“*A10*”), and \_\_\_\_\_ (“*Broker*”).

Broker is engaged in the business of making and/or arranging loans on behalf of others in exchange for a fee or other consideration, and A10 is in the business of lending money secured by real property.

For and in consideration of the representations, warranties, covenants, terms and conditions hereinafter set forth, the parties agree:

1. Broker may submit information regarding a prospective borrower and real property collateral (a “*Loan Application*”) to A10 for consideration under such programs, policies and conditions as A10 may establish from time to time. Broker shall not submit any applications for loans for a personal, family, or household purpose of the proposed borrower. The content of all submitted Loan Applications shall become the property of A10 and all information therein may be subject to A10’s independent verification.
2. Nothing in this Agreement shall require A10 to accept, approve and/or fund any proposed loan presented by Broker. Broker understands that all loans submitted to A10 pursuant to this Agreement will be underwritten in accordance with A10’s then current underwriting guidelines and that A10 will approve or decline loan applications in accordance with its own policies and procedures. Loan approval shall be solely within A10’s discretion.
3. Broker agrees all fees or other remuneration to Broker shall be paid by borrowers (either directly by such borrowers or at closing in accordance with the settlement statement). Broker shall provide A10 a written broker/borrower fee agreement with every Loan Application. A10 shall have no obligation to Broker for commissions, fees or remuneration of any kind.
4. Broker is an independent contractor and nothing in this Agreement shall be construed as making Broker a partner, agent, representative or employee of A10. Broker shall have no authority to, and shall not, make any statement or representation purporting to be on behalf of A10, or bind, or attempt to bind, A10 in any way.
5. Broker represents and warrants to A10 the following:
  - 5.1. All statements and information contained in any Loan Application submitted to A10 for approval will contain true, accurate, currently valid and genuine information, to the best of Broker’s knowledge after diligent review and inquiry, and will be in compliance with all applicable federal, state and local statutes, ordinances and regulations. No facts or circumstances will be omitted, the absence of which makes the statements or information provided misleading. Broker will promptly disclose to A10 any information acquired after submission of the Loan Application to A10, that conflicts with, contradicts or otherwise casts doubt on the accuracy of any statement or information previously provided. Broker understands that A10 routinely conducts quality control and verbal audits to re-verify information and documentation submitted by Broker.
  - 5.2. With regard to Broker’s activities in general and the Loan Application(s) in particular, Broker will comply with all applicable federal, state and local statutes, ordinances and regulations, including, but not limited to: the Fair Credit Reporting Act; the Equal Credit Opportunity Act, Regulation B; the Real Estate Settlement Procedures Act of 1974, as amended, and Regulation X; and State and Federal Fair Lending Regulations. No loan application submitted regards a loan which would be subject to the Federal Truth in Lending Act and Regulation Z. All offers, sales, leases, and proposed sales and leases of the real property collateral for the proposed loan are and shall be in compliance with the federal Interstate Land Sales Full Disclosure Act, 15 U.S.C. Sections 1701 et seq.
  - 5.3. Broker is an entity duly organized, validly existing and in good standing under appropriate state laws, and has full power and authority to carry on its business as it is now being conducted. Broker has the requisite authority, power, and capacity to enter into this Agreement, and Broker’s compliance with the



terms and conditions of this Agreement will not violate the terms of any governing organizational instrument of Broker or any other instrument or agreement to which Broker is a party

- 5.4. Broker has all necessary federal, state and/or local licenses, permits, authorization and/or approvals required to engage in the activities contemplated by this Agreement, proof of which shall be submitted to A10 at its request from time to time. No litigation or disciplinary proceedings are pending against Broker. Broker will notify A10 immediately upon the suspension, revocation, expiration or other termination of any license, or of the taking of any action by any regulatory or licensing authority against Broker.
- 6. If any representation or warranty made by Broker herein shall be determined to be incorrect or is breached, Broker will indemnify and hold harmless A10 from any loss, damage, liability, costs and expenses, including attorney's fees, resulting therefrom.
- 7. This Agreement may be canceled by either party at any time upon the delivery of written notice of termination, and such cancellation shall be effective immediately; provided, however, that the warranties and obligations of Broker herein as to any activity pursuant to this Agreement prior to termination shall survive such termination. No grounds for termination are necessary, and it may be made with or without cause.
- 8. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained herein 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.
- 9. Any notices necessary to be given under the provisions of this Agreement will be sufficient if in writing and delivered (i) personally, (ii) by mail, first-class postage pre-paid, or (iii) electronically via facsimile or email communication, to the following addresses:

If to A10: A10 Capital, LLC  
 350 North 9<sup>th</sup> Street, Suite 400  
 Boise, Idaho 83702  
 Facsimile: 208.577.5050  
 Email: [kwilson@A10Capital.com](mailto:kwilson@A10Capital.com)

If to Broker: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Facsimile: \_\_\_\_\_  
 Email: \_\_\_\_\_

- 10. This Agreement shall be binding on the parties and any partners, shareholders, directors, officers, members, managers, employees, heirs, representatives, and successors and assigns.
- 11. This Agreement shall be deemed to have been made in the State of Idaho and the validity of this Agreement, its construction, interpretation and enforcement, shall be determined under, governed by and construed in accordance with the laws of the State of Idaho, without giving effect to conflicts of law principles. The parties hereby submit to the nonexclusive jurisdiction of the District Court of Ada County, Idaho, or the United States District Court for the District of Idaho for the adjudication of all disputes relating to this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the day and year first above written.

**A10:**  
  
**A10 Capital, LLC**

**Broker:**  
 \_\_\_\_\_

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_