

**LOSS MITIGATION
AFFILIATE AGREEMENT**

This agreement is made between US Home Loan Advocates, Inc, whose business address, telephone and fax number are: 4165 E Thousand Oaks Blvd, suite 290 Westlake Village, CA 91362, (Ph) 805-413-8000 (F) 818-337-0437 (hereinafter referred to as "USHLA") and

whose business address is: _____,

telephone and fax numbers are _____

(hereinafter referred to as "Affiliate"), on _____, 2009.

WHEREAS, USHLA, is in the business of providing customer screening, loss mitigation consulting and loss mitigation negotiation services (the "Services"); and,

WHEREAS, USHLA and Affiliate desire to enter into an agreement whereby USHLA shall provide the above-stated services to Affiliate and its customers; and,

WHEREAS, the parties to this Agreement agree to be bound by the terms contained herein;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Services by USHLA.** Affiliate will submit a request for Services that it has originated to USHLA. USHLA will process said requests for Services consistent with USHLA's business practices and rest within the sole discretion of USHLA. Said Services shall include, but are not necessarily limited to, gathering from Affiliate or Affiliate's client all of its client's financial information necessary for suitable loss mitigation services, including but not limited to loan modification consulting, loan modification application packages, loan modification negotiations, short sale consulting and short sale negotiation services.

2. **Compensation.** Affiliate agrees to pay USHLA the fees stated on Exhibit A for the Services provided by USHLA. Said fees are due and payable immediately upon USHLA's acceptance as detailed in Exhibit A.

USHLA agrees to pay Affiliate the Finders Fees stated in Exhibit B for paid referrals from Affiliate for Services provided by USHLA. Said fees are payable by USHLA on or before of the 15th day of the month USHLA was paid in full for services rendered as stated in Exhibit B.

3. **Responsibilities of Affiliate and its clients.** Affiliate agrees to provide USHLA with all requested information. Required information shall be provided by USHLA to Affiliate and may change from time to time. Loss Mitigation packages shall include, but are not necessarily limited to: completed and signed agreement for services, IRS Forms, Proof of Income, all disclosure documents, bank statements. Affiliate also agrees to immediately notify USHLA of any changes in its customers' financial situation that could affect loss mitigation application and to verify the accuracy of information submitted on behalf of its customers. **Furthermore, Affiliate shall insure that it has complied with all state and federal laws and regulations regarding the**

conduct of its business and hereby covenants and agrees that it has done so and will continue to do so.

4. **Confidentiality.** Affiliate acknowledges that it may receive, during the term of this agreement, information of a confidential nature. Affiliate shall receive and retain said information in the strictest confidence without disclosure to third parties, without permission of USHLA to keep such information confidential. Affiliate shall take all necessary steps to maintain the confidentiality of said information in the same manner as it treats its own confidential information.

5. **Terminating the Agreement.** Each party has the right to immediately terminate this Agreement if the other party has breached any obligation herein and such breach remains uncured, if curable, for a period of five (5) days after notice is sent to the other party. This Agreement shall terminate automatically on the occurrence of bankruptcy or insolvency of either party. If either party's business is sold, this Agreement shall remain in effect for the duration of the Agreement. Either party may terminate this agreement without cause on thirty (30) days written notice to the other. USHLA shall be entitled to immediate payment from Affiliate for all services provided as of the date notice of termination is given.

6. **Indemnity.** Affiliate agrees to hold USHLA free and harmless from any and all conflicts that may arise as a result of Affiliate's business practices. Affiliate agrees to defend USHLA from any claims, complaints, or lawsuits or any other cause of actions that may arise from any conduct arising out of Affiliate's business practices. Affiliate agrees to reimburse USHLA for any and all expenses incurred by it to defend itself from any third parties, actions or allegations resulting from the way Affiliate conducts business, including, but not limited to, acts of fraud, misrepresentation, failure to comply with any state or federal laws or regulations, or lack of diligence.

7. **Severability.** If any part of this agreement is held unenforceable, the rest of this Agreement will continue in effect. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof. Except as expressly set forth herein, there are no representations, agreements, guarantees, or understandings, oral or written, among the parties relating to the subject matter of this Agreement.

8. **Notices.** All notices and communications in connection with this Agreement shall be in writing and shall be considered given as follows:

- (a) When delivered personally to the recipient's last known address;
- (b) Three (3) days after being deposited in the United States first class mail, with postage prepaid to the recipient's last known address; or
- (c) When sent by facsimile to the last fax number of the recipient known to the person giving notice. Notice is effective upon receipt provided that a duplicate copy of the notice is promptly given by first class mail, or the recipient delivers a written confirmation of receipt.

9. **No Partnership.** This Agreement does not create a partnership relationship. Affiliate acknowledges that USHLA is not an employee of Affiliate, and USHLA and Affiliate act as independent parties with only a contractual relationship. Affiliate agrees that it will not at any time use the name, logo, or service marks of USHLA or the National Association of Mortgage Brokers (NAMB) in any business transactions whether verbally or in print without express written authorization of USHLA and or NAMB.

10. **Applicable Law.** This Agreement will be governed by, and construed in accordance with, the laws of the state of California. The exclusive jurisdiction and venue for any action arising out of or related to this Agreement shall be in the state or federal courts situated in Ventura County, CA.

11. **Attorney's Fees.** In any action arising out of or related to this Agreement the prevailing party shall be entitled to recover its costs and fees from the non-prevailing party.

12. **Amendments.** This Agreement may be amended only in writing which must be signed by both parties. However, this provision shall not apply to the amendment of USHLA fees and processing policy.

13. **Exclusive Agreement.** This Agreement may be executed in counterparts and facsimile and electronic signatures shall be deemed originals.

US Home Loan Advocates, Inc.

Affiliate

By _____

By _____

Its _____

Its _____

Exhibit "A"

The fees to be paid by Affiliate to USHLA are as follows:

\$495 – One-time set up fee, which includes USHLA’s Short Sale software program, Short Sale Software Training, Loss Mitigation Training and access to Short Sale Help Desk.

\$20 – Per month for each login needed for USHLA’s Short Sale software program

15% of the net spread (\$3000 minimum) - earned for successful “AB”, “BC” short sale “negotiation only” transactions submitted directly by Affiliate to USHLA. Affiliate agrees to provide Preliminary and final HUD1’s for the “AB” and “BC” transactions and further agrees for USHLA fees to be a line item on the “BC” transaction HUD1, collected by the closing agent and dispersed directly to USHLA upon closing.

Negotiation Fees are due and payable on all submitted short sale transactions that are approved and closed directly or indirectly by Affiliate, mortgagee, mortgagor or any third party individual or firm within 12 months of this agreement.

All fees for this agreement are authorized using the payment authorization form executed with this agreement.

Exhibit "B"

The Finders Fees to be paid by USHLA to Affiliate are as follows:

\$300 – For each successful loan modification directly referred by Affiliate to USHLA. **Finders fee is not due until payments for services rendered are made in full.**

or

25% of the net spread earned from "AB", "BC" short sale transactions from clients directly referred by Affiliate to USHLA. USHLA will automatically review, pre-qualify and present short sale services, if suitable, to all clients referred to USHLA by Affiliate. Finders fee is not due until payments due for services rendered are made in full. **Affiliate will not be entitled to, nor receive any portion of the spread if the Affiliate also is a party to the transaction or represents the buyer or a seller of the property as a licensed Real Estate agent.**

or

\$300 – For each successful "AC" short sale negotiation directly referred by Affiliate to USHLA. Finders fee is not due until payments due for services rendered are made in full in an amount not less than \$3000. **Affiliate will not be entitled to, nor receive any finders fee if the Affiliate is also a party to the transaction or represents the buyer or a seller of the property as a licensed Real Estate agent.**



Endorsed By



Payment Authorization Form

FAX NUMBER: 805-413-8052

This document serves as a guaranteed method of payment for services rendered by USHLA as described in the Loss Mitigation Affiliate Agreement between USHLA and Affiliate.

Fees for Services: Unless otherwise agreed to in writing, you will be charged as follows:

- 1) \$495 Affiliate Set up fee
- 2) \$20 per month for each login needed for USHLA's Short Sale software program
- 3) 15% of the net spread (\$3000 minimum) earned for successful "AB", "BC" short sale "negotiation only" transactions

Credit Cards: Please provide 3 methods of payment and rank them in the order you wish them to be used.

Option # _____

Credit Card:

Credit Card No. _____ CVV _____
 Expiration Date: _____
 Card Holder Name: _____
 Billing Address: _____
 City _____ State _____ Zip _____

Option # _____

Credit Card:

Credit Card No. _____ CVV _____
 Expiration Date: _____
 Card Holder Name: _____
 Billing Address: _____
 City _____ State _____ Zip _____

Option # _____

Credit Card:

Credit Card No. _____ CVV _____
 Expiration Date: _____
 Card Holder Name: _____
 Billing Address: _____
 City _____ State _____ Zip _____

I hereby give USHLA authorization to collect the above fees.

The negotiation fees will be due even if the files submitted as part of this agreement are successfully negotiated directly or indirectly by you, the mortgagee, the mortgagor or any third party individual or firm within 12 months of this agreement.

By signing below I understand and agree to the terms set forth in the agreement, agree to pay, and to specifically authorize USHLA to charge my credit card and or checking account, for the services provided. I further agree that in the event my credit card becomes invalid, I authorize USHLA to use the other cards I have listed above.

Affiliate Signature: _____ Date: _____