



In order to expedite the processing of your loans, and the payment of your commission, please complete this registration information.

- Completed Application
- Executed Broker Fee Agreement Addendum
- Resume of Principals & Material Owners
- W-9 Form
- Authorization/Release for Mari/MIDEX Form
- Copy of Real Estate License and/ or Mortgage Broker License (s) (if applicable)

Once completed, please mail or scan and return to Direct Money Lenders Inc. at the address below:

Direct Money Lenders Inc.
 10401NorthMeridianStreet##300
 Indianapolis, IN 46290 Attention: Jennifer
 Abshire Broker Coordinator PH#
 888-375-7977
 jennifer@rentalhomefinancing.com

Direct Money Lenders Inc. will review the application upon receipt. Upon acceptance, Direct Money Lenders Inc. will execute and return a fully executed version.

Firm Name _____

DBA (if applicable) _____

Business Address _____

City _____ State _____ Zip _____

Phone _____ Fax Corporate Contact _____

Email _____ Website _____

Month and Year Business Started _____ Years at Current Address _____

States/Jurisdiction Authorized to Broker/Lend: _____

This field is required.

Tax ID Number of party receiving payment _____

PRINCIPALS/OWNER

Name	Title	Ownership %

This Preferred Broker and Referral Fee Agreement (the "Agreement") is entered into this _____ day of _____, 20____ by and between Direct Money Lenders Inc. located at 10401 North Meridian Street #300 In 46290 (hereinafter "DML") and principal _____ with its place of business at _____ (hereinafter "Referral Source"). For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Direct Money Lenders Inc. ("DML") is in the business of originating commercial loans. Referral Source is in the business of arranging loans and performing other services in the furtherance of the origination of loans. In the course of undertaking such services, Referral Source may introduce prospective borrowers (hereinafter "Borrower") to DML for the purpose of Borrower obtaining a commercial loan from or through DML under the DML Entrepreneurial Lending Program or Institutional Lending Program (hereinafter a "Loan"). In the event DML closes and funds a Loan with a borrower within three (3) months from the date DML has received a signed term sheet for such loan which identifies Referral Source as the referring party, DML shall compensate Referral Source in accordance with this Agreement in an amount calculated as described in the most recently issued Preferred Broker and Referral Agreement - Addendum (the "Addendum") issued by DML to Referring Party, except as set forth in Paragraph 5(m). Referral Source agrees that DML may change the Addendum from time to time in its sole discretion on a prospective basis only and the change will not affect any signed term sheet previously received by DML. The compensation shall only be due at such time and if the Loan closes and is fully funded. Notwithstanding the foregoing, in the event that DML receives multiple signed term sheets with respect to a Loan, then DML shall only be obligated to pay compensation in connection with the first term sheet actually received by DML.
 2. Referral Source agrees to provide DML with any and all documents in its possession required under the DML underwriting guidelines as well as additional documents reasonably requested by DML.
 3. DML agrees to pay Referral Source by wire transfer or U.S. mail to the address outlined herein the full sum of compensation earned within 30 days of closing and full funding of the Loan.
 4. Referral Source agrees to provide DML with direct access to Borrower for the purpose of obtaining necessary documentation and verification of information necessary to underwrite and close the Loan. Referral Source further agrees to respond timely to requests for information from DML, and to assist DML in obtaining necessary information from Borrower or Borrower's representatives in order to facilitate the underwriting and closing of the Loan.
-

5. Referral Source represents, warrants and covenants to DML the following:
- a. Referral Source has all requisite power and authority to execute and enter into this Agreement and to perform the obligations required of it hereunder. The execution and delivery of this Agreement and all documents, instruments, and agreements required to be executed by Referral Source pursuant hereto, and the consummation of the transactions contemplated hereby, have each been duly and validly authorized by all necessary action of Referral Source. This Agreement constitutes a valid, legal, and binding agreement of Referral Source enforceable by DML in accordance with its terms, subject to bankruptcy, insolvency, reorganization, receivership, or other laws affecting rights of creditors generally, and general equity principles.
 - b. Referral Source is duly organized, validly existing and in good standing under the laws of the jurisdiction where it is organized.
 - c. Referral Source has all licenses necessary to carry on its business as it is now being conducted and is duly licensed and qualified, where required by law, to the extent that Referral Source engages in the business of brokering commercial real estate backed loans.
 - d. There is no claim, litigation, investigation, or proceeding pending or threatened against or otherwise materially adversely affecting Referral Source's business, performance of its obligations under this Agreement or the validity or enforceability of this Agreement and Referral Source has no knowledge of any circumstance indicating that any such suit, investigation, or proceeding is likely or imminent.
 - e. Referral Source has not dealt with any broker, investment banker, agent or other person or entity, other than its employees, that may be entitled to any commission or compensation in connection with brokering the Loan to DML.
 - f. Referral Source has complied with, and will continue to comply with, all local, state, and federal laws and regulations applicable to the conduct of its business. Referral Source is in good standing with all local, state, federal, and other governmental agencies in each jurisdiction in which it operates. Referral Source is in compliance with all applicable terms and conditions of this Agreement.
 - g. Referral Source shall provide the Borrower/Applicant with all applicable disclosures and notices as required by law, which disclosures shall be substantially in the form as promulgated by the National Association of Mortgage Brokers. The timely delivery of all necessary and appropriate disclosure shall be the sole responsibility of the Referral Source.
 - h. Referral Source is an independent contractor and not an agent, servant or employee of DML. Referral Source shall not represent, directly or indirectly, to any Borrower or any other party, that it is an agent, servant, or employee of DML.
 - i. Referral Source agrees to refer all loans qualifying for Lender's Loan programs solely to Lender, unless Lender declines to approve such loan application in writing.
 - j. All applications submitted by Referral Source to DML will be true and complete and will reflect all information required by DML.
 - k. Referring Party has provided to Lender copies of all material information in its possession regarding the borrower, sponsor, property portfolio and Mortgage Loan and shall promptly forward to Lender any and all additional information regarding such borrower, sponsor, property portfolio and Mortgage Loan it may
-

receive or obtain.

- I. To the best of Referring Party's knowledge, no condition exists and no event has occurred with regard to such Mortgage Loan or the related borrower that has, or with the passage of time will have, a (i) material adverse effect upon the operations, business, properties or condition (financial or otherwise) of the borrower or any affiliate of the borrower that is a party to any loan document; (ii) a material impairment on the ability of borrower or any affiliate of borrower that is a party to any loan document to perform under any loan document and to avoid any event of default thereunder; (iii) a material adverse effect upon the legality, validity, binding effect or enforceability of any loan document against borrower or any affiliate of borrower that is a party to any loan document; or (iv) a material adverse effect upon the ability of Lender to securitize or finance such Mortgage Loan.
 - m. Referral Source agrees that it will receive compensation only from DML in connection with the origination of the Loan, unless Referral Source notifies DML in writing that it is receiving compensation from Borrower, in which case DML will not pay any compensation in connection with such Loan.
 6. Lender shall have the right to audit Referral Source to confirm compliance with Section 5 above.
 7. Based on DML's own credit, collateral and other lending criteria, DML may, in its sole and unilateral discretion, from time to time accept and review applications from Borrowers referred to DML by Referral Source. Referral Source acknowledges and understands that DML has not by its execution of this Agreement, agreed to make any loans to Borrowers referred to DML by Referral Source. Loan approvals will be determined solely in the discretion of DML and DML shall have no liability to Referral Source, or Borrower in the event DML declines to approve any loan application or to fund any loan for any reason whatsoever.
 8. Referring Party agrees not to disclose the terms of this Agreement to any third party except as may be required by applicable law or the rules of regulatory organizations with appropriate jurisdiction; however, such terms shall not include the existence of this Agreement and the identity of the parties to this Agreement. Referring Party will keep confidential and not disclose to any third party, except with the written consent of the Lender, or as may be required by applicable law or the rules of regulatory organizations with appropriate jurisdiction, any proprietary or confidential information concerning the business of the Lender that it acquires in the course of carrying on its obligations under this Agreement, including, without limitation, any information about a prospective borrower, borrower or closed Mortgage Loan, and the terms of financing or structures of Lender's business or any other details of Lender's business plan. Prior to disclosing any proprietary or confidential information of Lender to a governmental or regulatory authority, the Referring Party will timely notify Lender so that Lender may take whatever action it considers appropriate under the circumstances.
 9. This agreement and the rights and obligations of the parties under this agreement shall be governed by and
-

construed and interpreted in accordance with the laws of the State of Indiana.

10. This agreement contains the final and complete integration of all expressions by the parties hereto with respect to the subject matter hereof, superseding all prior oral or written understandings.
 11. This agreement may be terminated by DML at any time with or without just cause upon ten (10) days prior written notice. Termination shall not affect or change the obligations of the parties to this Agreement with respect to any amounts that may be properly due and payable to Referral Source relating to executed term sheets received prior to the date of termination or limit Referral Source's duties or obligations to DML under this Agreement.
 12. This agreement may be terminated by DML immediately, upon written notice to Referral Source, if Referral Source defaults in the performance of this Agreement, breaches any of its representations or warranties, if Referral Source acts negligently, or if fraud is discovered as to any Loan. Upon such termination for cause, DML's obligations under this agreement shall terminate.
 13. The representations, warranties, covenants, agreements, and every other obligation contained in this Agreement shall survive the termination of this Agreement and the transactions provided for herein and shall be fully applicable whether or not DML relies thereon or has knowledge of any facts at variance therewith.
 14. The parties shall have the right to amend this Agreement at any time and from time to time by mutual agreement and with written notice to the other party specifying the effective date of the amendment. Nothing in this paragraph shall be interpreted to restrict DML's right to modify any Loan guidelines or to change the Addendum as described in paragraph 1.
 15. This Agreement is made for the express benefit of Referral Source and DML, not for the benefit of any third parties.
 16. This Agreement, any addendums attached hereto and executed by all parties, integrates all the terms and conditions mentioned herein or incidental hereto and supersedes all oral negotiations or prior writings in respect to the subject matter hereof and thereof. No amendment will be effective unless executed in writing.
 17. Any provision of this Agreement that is prohibited or unenforceable in a jurisdiction shall be deemed ineffective to the extent of such prohibition or unenforceability and shall not invalidate the remaining portions hereof or affect the validity or enforceability of such provision in any other jurisdiction, and thus, the provisions hereof are severable. This Agreement may be executed in counterparts, all of which taken together shall constitute one and the same instrument.
 18. This Agreement shall be construed fairly as to both parties and not in favor of or against either party, regardless
-

of which party prepared this Agreement.

19. Any notice to be provided under this Agreement by any party to another party may be effected either by personal delivery in writing, or by registered or certified mail (postage prepaid with return receipt requested), or by overnight delivery service by a commercially reputable service. Notices shall be addressed to DML at 10401 North Meridian Street #300 Indianapolis, In 46290. Notices to Referral Source will be provided to the addressee at the Business Address identified in this Agreement. Either party may receive notices at any other address that a party may have notified the other party of in accordance with this Section.

Effective Date (completed by DML)

Direct Money Lenders Inc.

Referral Source

PRINTNAME

COMPANY OR BROKER

X

SIGNATURE

PRINTNAME

TITLE

X

SIGNATURE

Date

Date

PRINTNAME

X

SIGNATURE

TITLE

Date

10401 North Meridian Street
#300 Indianapolis, In 46290

Preferred Broker and Referral Fee Agreement - Addendum

For value received DML agrees to pay _____ (Referral Source),

xxx (bps) of the funded loan amount for all loans that qualify under the Preferred Broker and Referral Agreement.

Direct Money Lenders Inc.

Referral Source

PRINT NAME

X

SIGNATURE

TITLE

COMPANY OR BROKER

PRINT NAME

X

SIGNATURE

PRINT NAME

X

SIGNATURE

TITLE

Effective Date (completed by DML)

Direct Money Lenders Inc. retains the right to amend, modify or terminate this Preferred Broker and Referral Fee Agreement at any time and for any reason it deems sufficient. The Effective Date of this Addendum will be used to compensate Referral Source for any Term Sheets for loans signed by borrower and received by DML subsequent to the Effective Date. Except as specifically modified and amended by this Addendum that certain Preferred Broker and Referral Agreement between the parties remains in full force and effect.
