

## **Broker Application – Submission Checklist**

Broker Company Name (include DBA, if applicable): \_\_\_\_\_

Broker Name: \_\_\_\_\_

Account Executive: \_\_\_\_\_

Date of Application: \_\_\_\_\_

### **Required Forms (Fully Completed and Wet-Signed Original Copies Required)**

- ☐ Mortgage Broker Application Form
- ☐ Broker Agreement Form (must include “Exhibit A”)
- ☐ Lender-Paid Broker Compensation Election Agreement Form
- ☐ Permission to Send Fax and E-Mail Form
- ☐ Loan Fraud Prevention Acknowledgment Form
- ☐ Corporate Resolution Form
- ☐ Verification Authorization Form
- ☐ Branch Application Form, if applicable
- ☐ Addendum to Broker Application - Super Jumbo (JSS) and Non-QM
- ☐ W-9 Form

### **Required Documents**

- ☐ Broker / MLO Licenses (NMLS and if applicable, state-appropriate real estate licenses)
- ☐ Resumes for Broker of Record / All Principal(s) / Senior Officer(s) / Branch Manager(s) / Manager(s)
- ☐ Articles of Corporation or Partnership
- ☐ Statement of Information or Resolution of Officers
- ☐ Previous Year and Current Year to Date P&L statement and Balance Sheet –
  - (1) must be signed and dated
  - (2) minimum net asset of \$50,000 required
- ☐ References from Wholesale Lenders – must provide at least 3 references
- ☐ Credit Report for Broker and Owner – must have been pulled within 90 days of the broker application
- ☐ Quality Control Plan

## Mortgage Broker Application

### Company Information

Legal Entity Name: \_\_\_\_\_

DBA: \_\_\_\_\_ Type of Business/ Organization: \_\_\_\_\_

Incorporation Date: \_\_\_\_\_ Incorporated State: \_\_\_\_\_

EIN #: \_\_\_\_\_ If no EIN, Broker SSN: \_\_\_\_\_

Street Address (Brokerage): \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone (Brokerage): \_\_\_\_\_ Email (Brokerage): \_\_\_\_\_

Contact Name: \_\_\_\_\_ Contact Phone Number: \_\_\_\_\_

Contact Email: \_\_\_\_\_

### Licenses / Approvals

Name (Broker of Record): \_\_\_\_\_

NMLS # (Broker of Record): \_\_\_\_\_ Issue Date: \_\_\_\_\_

States License # (Broker of Record): \_\_\_\_\_ Issue Date: \_\_\_\_\_

\*\*\*If APPROVED by any of the below entities, the following information is required.

Fannie Mae #: \_\_\_\_\_ Date Approved: \_\_\_\_\_

Freddie Mac #: \_\_\_\_\_ Date Approved: \_\_\_\_\_

FHA/HUD #: \_\_\_\_\_ Date Approved: \_\_\_\_\_

VA #: \_\_\_\_\_ Date Approved: \_\_\_\_\_

### Principal(s) / Senior Officer(s) / Branch Manager(s) / Manager(s)

Name	Title	SSN#	% of Ownership
			%
			%
			%
			%

## References

Company	Contact Person	Email Address	Phone Number

## Disciplinary Actions

- Does your company have an internal audit system to verify the authenticity of the information contained in your loan? If yes, please attach documentation. ☐ Yes ☐ No
- Have your company ever been suspended from brokering loans to lender? If yes, please attach a complete explanation. ☐ Yes ☐ No
- Have you ever been removed from a Lender's / Investor's Approved Mortgage Brokerage list? If yes, please attach a complete explanation and supporting documentation, if applicable. ☐ Yes ☐ No
- Have you ever been a Defendant in a Lawsuit Initiated by a Lender, Investor, or any party involved in a loan transaction? If yes, please attach a complete detailed explanation and supporting documentation. ☐ Yes ☐ No
- Have you ever been disciplined by a local, state, or federal regulatory agency? If yes, please attach a complete detailed explanation and supporting documentation. ☐ Yes ☐ No

## Productions

Product Type	Year to Date Volume		Previous Year's Volume	
	Dollar Amount (\$)	% of Total Volume	Dollar Amount (\$)	% of Total Volume
FNMA / FHLMC "A" Paper	\$	%	\$	%
Jumbo "A" Paper	\$	%	\$	%
FHA	\$	%	\$	%
VA	\$	%	\$	%
Non-QM	\$	%	\$	%
Other	\$	%	\$	%
Total	\$	%	\$	%

Monthly volume expected to submit/commit to Wholesale Mortgage Bankers: \$ \_\_\_\_\_

## Authorization to Release Information

The undersigned applicant(s) authorize(s) the release to Wholesale Mortgage Bankers of any and all information(s) about the applicant(s) deemed necessary by Wholesale Mortgage Bankers. The applicant(s) also agree(s) that Wholesale Mortgage Bankers, from time- to-time, may request and secure additional information from mortgage brokerage.

## Certifications

I/We hereby certify that Mortgage Brokerage is in good standing with any all-applicable regulatory agencies. I/We further certify that said Mortgage Brokerage is not a defendant in any litigation alleging fraud, misrepresentation, or dishonest acts. For the purpose of inducing Wholesale Mortgage Bankers to provide financing for clients of the undersigned, I/We certify that all information contained in this Mortgage Brokerage application is true and correct.

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Broker of Record (Print)

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Principal / Senior Officer (Print)

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SSN

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SSN

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Street Address

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Street Address

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City / State / Zip

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City / State / Zip

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Signature

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Date

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Signature

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Date



## Broker Agreement

This Broker Agreement ("Agreement") is entered into on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between Fidelity Lending Solutions, Inc. DBA Wholesale Mortgage Bankers, a California corporation ("Lender"), and \_\_\_\_\_, a \_\_\_\_\_ ("Broker") individually a "Party," and collectively the "Parties"), with reference to the following:

### RECITALS

WHEREAS, the Parties wish to establish a non-exclusive relationship whereby Broker will, from time to time and its option, submit completed application packages for mortgage loans ("Loans") to Lender on behalf of Broker's clients ("Borrowers") for possible funding. WHEREAS, Lender will fund all Loans submitted which meet its lending criteria, policies, and guidelines. WHEREAS, the Parties now desire to enter this Agreement to set forth the terms of their relationship. NOW THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

### AGREEMENT

1. General Broker Responsibility; Fees. Broker will at Broker's sole expense perform those services listed on "Exhibit A" to this Agreement. Such fees may be paid in whole or in part by Borrower and/or by Lender; provided, that no fees shall be payable to Broker which have not been fully disclosed to, and approved by, both Lender and Borrower. The contents of all Loan packages and other information submitted to Lender shall become the property of Lender upon loan closing, and all information contained therein may be subject to Lender's independent verification. No fee shall be owed to Broker on account of any proposed Loan which is not funded and closed, and Lender shall have no obligation under this Agreement to Broker if a Loan fails to close and fund, for whatever reason except that Lender will fund any Loans submitted to Lender by Broker, which conform with the lending criteria, policies, and guidelines then in effect ("Lending Criteria").
2. Loan Approval. Lender shall make available to Broker product descriptions of the various wholesale lending programs being offered by Lender from time to time. Such descriptions shall not be binding upon Lender. Loan approval shall be within Lender's Lending Criteria. Broker shall not represent to any party that Lender has approved or will approve any Loan until Broker is so informed by Lender in writing. All Loans shall close in Lender's name. Appraisers and their qualifications must be approved in advance by the Lender; however, such approval does not ensure that Lender will not review or rewrite any appraisal submitted to it.

3. Broker's Warranties. Broker represents, warrants, and covenants to Lender, as of (i) the time any Loan package is submitted to Lender, and (ii) as of the time the Loan is funded and closed through the life of the Loan, that:
- 3.1 Authority and Capacity. Broker is a duly organized and validly existing entity in good standing under applicable laws of the state of California and is properly licensed, approved or registered with the U.S. Housing and Urban Affairs Department (at any time a FHA loan is submitted to Lender) and in such state or other states in which it is engaged in the business of brokering or originating mortgage loans, and that it has the requisite authority and capacity to enter into this Agreement and this Agreement has been duly authorized, executed, and delivered by Broker and constitutes a valid and binding obligation of Broker, enforceable in accordance with its terms. Broker's compliance with the terms and conditions of this Agreement will not violate any provisions of its charter documents, any instrument relating to the conduct of its business, or any other agreement, law, or regulation to which it may be a party or under which it may be governed.
  - 3.2 No Untrue Statements. None of the statements or information contained in any document submitted with or included as part of the application package, or in any document reviewed in connection with Lender's underwriting decision, contains or will contain any misleading, false, or erroneous statements, or omit facts necessary to make such statements or information accurate and understandable in every respect.
  - 3.3 Absence of Claims. There is not pending or threatened any suit, action, arbitration, or legal, administrative, or other proceeding or investigation (including an allegation of fraud by another lender) against Broker or its current or former owners, agents, or employees which could have an adverse effect on the Broker's business, assets, financial condition, or reputation, or upon any Loan submitted for funding by Lender.
  - 3.4 Control of Document. No Borrower shall have had in its direct or indirect possession or control any credit, income, or deposit verification document submitted to Lender with respect to any Loan.
  - 3.5 Duly Licensed. Broker possesses all necessary approvals, licenses, permits, and authority to execute and deliver this Agreement and to engage in the activities contemplated by this Agreement, and Broker is in full compliance in all respects, and in good standing, with all regulatory and supervisory agencies having jurisdiction over Broker.
  - 3.6 Ownership. Broker has no direct or indirect ownership interest in any property acting as security for the Loan.

- 3.7 Compliance/Licensing. Broker and each other person involved in the Loan transaction has complied and will comply with all applicable state and federal laws and regulations, including without limitation of the National Housing Act and its implementing regulations, (if an FHA loan is submitted to Lender) as amended, with respect to the Loans and the activities of Broker. The Broker and each other person involved in the Loan transaction is in full compliance in all respects with all rules and regulations of all real estate and mortgage lending regulatory and supervisory agencies as are applicable to Broker and such person(s), and Broker and all such person(s) are presently in good standing with, and hold all licenses and approvals required by, such agencies. Broker covenants to maintain all licenses and approvals on a current basis and to keep itself in good standing with such agencies. Broker further covenants to notify Lender immediately upon the suspension, revocation, expiration, or other termination of any licenses or approvals, or of the taking of any action by any such agency against Broker or such person(s) which could adversely affect the Broker's licenses and approval.
- 3.8 Fees. Any fees (and the amount of such fees) imposed by Broker upon Borrower have been determined by negotiations between Borrower and Broker. The total fees to be received by Broker have been separately itemized and fully disclosed to Borrower and Lender.
- 3.9 Services to Borrower. At all times during the term of this Agreement, with respect to each Borrower whose application has been submitted to Lender, Broker has observed and shall observe and fully discharge the duties owed by mortgage brokers to their clients under applicable law. In addition to having assisted the Borrower in the completion of his/her loan application, Broker has fully and satisfactorily performed at least five of the services set forth on "Exhibit A." All services were performed and in accordance with accepted and customary standards in the mortgage lending industry generally, and Broker is not aware of any dispute or claim by any borrower that all such services were not fully and satisfactorily performed.
- 3.10 High-Cost Mortgages. With respect to any Loan that is subject to the provisions of Section 226.31 and Section 226.32 set forth in Regulation Z (Truth in Lending), prior to the date of Broker's submission of Borrower's completed Loan application package to Lender, Broker has delivered a complete and accurate notice which satisfies all requirements of Sections 226.31 and 226.32 of Regulation Z. Broker has reviewed and analyzed with the Borrower and, based upon such review, analysis, and discussion, Broker has a reasonable basis to believe that Borrower has the ability to repay the Loan in accordance with its terms. The Borrower has not signed a letter indicating or otherwise notified Broker that Borrower is unable to repay the Loan in accordance with its terms.



- 3.11 Exclusionary Lists. Broker does not and shall not employ anyone, and shall not receive any loan application from any borrower, whose name appears on (a) HUD's exclusionary list, including, but not limited to, LDP, GSA, and CAIVRS, (b) the most recently published Freddie Mac Exclusionary List; (c) the most recent list which may be published from time to time by any government-sponsored agency which shows individuals or companies which are excluded from doing business with that agency.
- 3.12 Anti-Money Laundering. Broker shall comply with all applicable anti-money laundering laws and regulations, including without limitation the USA Patriot Act of 2001, The Bank Secrecy Act ("BSA") and the statutes, rules and regulations administered by the Office of Foreign Assets Control ("OFAC"), the Financial Crimes Enforcement Network ("FinCEN") and any other similar local, State or Federal Law related to anti money laundering and financial transaction security and integrity that may be enacted from time to time (collectively, the "Anti-Money Laundering Laws"). Broker has established an anti-money laundering compliance program as required by the Anti-Money Laundering Laws, has conducted the requisite due diligence in connection with the origination of each mortgage loan for purposes of the Anti-Money Laundering Laws, including with respect to the legitimacy of the applicable borrower and the origin of the assets used by the said borrower to purchase the property in question, and maintains, and will maintain, sufficient information to identify the applicable borrower for purposes of the Anti-Money Laundering Laws. Broker agrees to provide the copy of anti-money laundering compliance program established by the company to SWMC for review. No mortgage loan is subject to nullification pursuant to Executive Order 13224 (the "Executive Order") or the regulations promulgated by the Office of Foreign Assets Control of the United States Department of the Treasury (the "OFAC Regulations") or in violation of the Executive Order or the OFAC Regulations, and the borrower is not subject to the provisions of such Executive Order or the OFAC Regulations nor listed as a "blocked person" for purposes of the OFAC Regulations.
- 3.13 Loan Submission. No fraud, error, omission, misrepresentation, negligence or similar occurrence with respect to the Loan Submission or loan has taken place on the part of the Broker, the Borrower, or any other Person, including, without limitation, any appraiser, title company, closing or settlement agent, realtor, builder, developer or any other party involved in the origination, sale of the loan or the sale of the related mortgaged property or in the application of any insurance in relation to such loan. The documents, instruments and agreements submitted for loan underwriting were not falsified and contain no untrue statement of material fact or omit to state a material fact required to be stated therein or necessary to make the information and statements therein not misleading. No Borrower utilized a false identity in the origination of such loan. The Loan Submission qualifies in all respects for the loan product offered by Lender for which the Loan Submission is submitted.



4. Status of Broker. Nothing in this Agreement shall be construed as the Broker being deemed a joint venture, partner, representative, employee, or agent of Lender. Broker shall not hold itself out as such, nor shall it use Lender's name in any advertising. Broker's decision to submit application packages to Lender has been made in consultation with Borrower.
5. Broker's Indemnification. Broker shall indemnify and hold Lender and its affiliates, shareholders, directors, officers, agents, employees, successors, and assigns harmless from and against, and shall reimburse the same with respect to, any and all losses, damages, demands, claims, liabilities, costs, and expenses, including reasonable attorney's fees, (collectively "Losses") from any cause whatsoever, incurred by reason of or arising out of or in connection with, (a) any breach of any agreement, covenant, representation, or warranty contained in this Agreement; (b) Broker's failure to perform any obligation hereunder; (c) any claim by a Borrower resulting from Lender's lawful failure or refusal to fund a Loan; or (d) any claim by any third party that Broker is a joint venture, partner, representative, employee, or agent of, or otherwise associated or affiliated with, Lender. Broker's obligation to indemnify Lender under this Agreement shall arise upon Lender's incurring a loss; (e) the failure of Broker to deliver the Mortgage File documents to Lender in accordance with this Agreement; (f) an fraud committed in connection with a Loan on the part of Broker or any other individual or entity (other than Lender or an assignee); (g) any claim by a Borrower regarding an agreement or arrangement, whether actual or alleged, with Broker; (h) any inability to obtain, or the lapse or cancellation of private mortgage insurance or FHA insurance, as applicable, in connection with a Loan that arises out of, results from, or relates to an act or omission on the part of Broker; (i) any Loan in connection with which there was a misstatement of material fact. Without limiting the foregoing, the costs and expenses for which Broker must indemnify Lender include costs and expenses (including without limitation attorney's fees and internal costs and expenses) incurred by Lender to enforce its rights under this Section and Section 6.
6. Lender's Rights. Broker's obligation to fully indemnify Lender under this Agreement shall not be affected by Lender taking any of the following actions with or without notice to Broker (a) liquidation, repayment, retirement, or sale or resale of any Loan; (b) foreclosure of any Loan; or (c) sale or resale of the property securing any Loan.

7. Repurchase. If Broker is obligated to indemnify Lender or any assignee, direct or indirect, of a Loan closed by Lender from Broker hereunder with respect to any of the events or circumstances set forth in Section 5 (the “Indemnified Events”), then in addition to the obligations of Broker under Section 5, Broker shall, upon receipt of a notice from Lender, promptly repurchase from Lender each Loan acquired by Lender hereunder that is affected by the Indemnified Events. The repurchase price for each such Loan shall be an amount equal to the sum of the outstanding principal balance of the Loan, the accrued but unpaid interest on the Loan, the amount of unreimbursed advances made by Lender in connection with the Loan, the amount of unpaid late charges, Lender’s cost to carry the Loan from the date of closing, as applicable, to the date of repurchase, and the amount of compensation or premium paid by Lender, directly or indirectly, to Seller in connection with the Loan. In event that Lender sold such a Loan, or a participation interest therein, to an assignee, or the Loan backed securities or participation interests that were issued by or are guaranteed by an assignee, and the assignee requires or permits the repurchase of the Loan, then Broker shall, promptly upon receipt of a notice from Lender, provide Lender with an amount equal to the sum of the funds necessary to repurchase the Loan pursuant to the assignee’s requirements, the amount of unreimbursed advances made by Lender in connection with the Loan, the amount of unpaid late charges, Lender’s Cost to carry the Loan from the date of closing to the date of repurchase, and the amount of any servicing-related premium and if applicable, any above par premium paid by Lender, directly or indirectly, to Broker in connection with the Loan.
8. Disclosure of Information. Broker acknowledges and agrees that Lender may report instances of Broker making any misstatement in connection with a Loan, or Broker’s knowingly aiding a Borrower, or any other party involved in the Loan transaction to do the same, to appropriate state or federal regulatory authorities or law enforcement agencies. In addition, Broker shall make prompt, timely, full, accurate, and truthful disclosures to Lender of all facts, information, and documentation which Broker may know, suspect, or have notice of, which could affect or has affected the validity, collectability, collateral value, security, and enforceability of any loan brokered by Broker for funding by Lender.
9. Termination of Agreement. Upon notice to the other, Broker may terminate its obligations under Section 1 of this Agreement, or Lender may terminate its obligations under Sections 1, 2, and 3 of this Agreement. No other provisions of this Agreement may be terminated for any reason. 10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of California.

10. General Provisions.

- 10.1 Non-Assignable. Neither this Agreement nor any right or duty created herein may be assigned by Broker without the express, prior written consent of Lender. Such consent, if given, shall be limited to the particular assignment for which it was requested and shall not be deemed as a continuing consent for any future or subsequent assignments.
- 10.2 Assumption of Obligations. Any buyer, assignee, transferee, or successor of Broker's interest shall be deemed to have assumed Broker's obligations owed to Lender under this Agreement. This Agreement and all rights and obligations created herein shall be binding on the parties' successors in interest, heirs and assigns.
- 10.3 Right to Offset. Any amounts that Broker owes to Lender under this Agreement may, at Lender's option and sole discretion, be offset by Lender against any payments then or thereafter owed by Lender to Broker.
- 10.4 Attorney's Fees. If either party initiates litigation or formal legal proceeding to enforce any right, obligation, or duty created in this Agreement, including but not limited to the event of Broker's breach or default of its obligations under this Agreement, or to interpret any provision of this Agreement, the Prevailing Party (as hereafter defined) in any such action, proceeding, or appeal thereon, shall be entitled to recover its actual reasonable attorney's fees and costs from the non-prevailing party. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term "Prevailing Party" shall include, without limitation, a party who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other party of its claim or defense. The attorney's fee award shall not be computed in accordance with any court fee schedule, unless mandated by statute, but shall be such as to fully reimburse all attorney's fees reasonably incurred. Prior to litigation, Broker shall pay for Lender's reasonable attorney's fees and costs incurred prior to Lender filing suit for legal services in connection with Lender's pre-litigation enforcement of any right or duty under this Agreement, whether or not litigation is subsequently commenced, with \$1,500.00 as a minimum attorney's fee per occurrence that Broker agrees to pay Lender for pre-litigation attorney's fees.
- 10.5 Applicable Law. This Agreement and the rights and duties created herein shall be governed and interpreted under the laws of the State of California without regard for any conflicts of laws principles.

- 10.6 Forum Selection and Consent to Jurisdiction. By initialing here \_\_\_\_\_, Broker agrees that any and all legal actions, proceedings, or lawsuits arising from or related to this Agreement shall be adjudicated in a federal or state court located in the County of Orange County, California. Broker hereby represents and acknowledges that it has had minimum contacts with the State of California by virtue of this Agreement and Broker's other business transactions within the State of California, and Broker hereby consents to the personal jurisdiction of the courts in the State of California. As such, Broker hereby submits and consents to the jurisdiction of the Superior Court of the State of California and the U.S. District Court, Central District of California, and in doing so Broker expressly waives its right to defend based on forum non conveniens. Broker warrants it has had a reasonable opportunity to review this waiver with its attorney and that this waiver is fully negotiated and agreed upon knowingly and voluntarily.
- 10.7 Waiver of Personal Service of Process. By initialing here \_\_\_\_\_, Broker waives personal service of any and all legal process and agrees that all such service of process may be made upon Broker by certified or registered mail, return receipt requested, addressed to Broker at its then current business address, and service will be deemed effective and completed ten (10) days after confirmation of delivery is received by Lender or ten (10) days after actual delivery to Broker, whichever is later. Broker warrants that it has had a reasonable opportunity to review this waiver with its attorney and that this waiver is fully negotiated and agreed upon knowingly and voluntarily.
- 10.8 Waiver of Jury Trial. By initialing here \_\_\_\_\_, Broker waives its rights to a jury trial of any claim or cause of action arising from or related to this Agreement. Broker acknowledges that this waiver is a material inducement to enter into business relations and that each has relied upon this waiver to enter into this Agreement. Broker represents and warrants that it has had a reasonable opportunity to review this waiver with its attorney and that this waiver is fully negotiated and agreed upon knowingly and voluntarily by the parties.
- 10.9 Notices. All notices required hereunder shall be in writing and shall be deemed as effective notice upon: (a) actual delivery, if personally delivered; (b) one business day after issuance or transmission, if issued or transmitted by email or facsimile; (c) two business days after deposit for overnight delivery with a nationally recognized courier service; or (d) five business days after deposit for certified mail, registered mail, or first class mail with the United States Postal Service with the addressee's last known address appearing thereon.



- 10.10 Waivers and Remedies. The failure or delay to exercise any right or remedy available under this Agreement shall not act as a waiver of any other right or remedy available at law or equity, and no single or partial exercise of a right or remedy shall preclude the full exercise thereof nor the exercise of any other right or remedy. No waiver of any provision in this Agreement shall be deemed a waiver of any other provision contained herein, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver, and all remedies shall be cumulative and nonexclusive.
- 10.11 Power of Attorney. Broker does hereby irrevocably make, constitute and appoint Lender and any of its properly designated officers, employees, or agents as the true and lawful attorneys of Broker with power to sign the name of Broker on any document or instrument that, in Lender's reasonable opinion, must be signed in order to effectuate the terms and provisions of this Agreement, including, but not limited to, any assignments, and/or endorsements of loan documents pertaining to any loan Funded by Lender. This power, being coupled with an interest, is irrevocable until this Agreement is terminated and all of Broker's obligations hereunder have been fully satisfied. At Lender's request, Broker shall provide an executed power of attorney in the form required by SWMC.
- 10.12 Review of Broker Operations. Lender shall be entitled to audit Broker's operations, practices, policies, and procedures, inspect its premises, from time to time during business hours upon reasonable notice, so that Lender may perform quality control tests. Broker shall fully cooperate with Lender in such reviews. Broker agrees to provide to Lender at least annually (or more frequently if reasonably required by Lender) current financial statements consisting of profit and loss statements and balance sheets and any other documents, records or other information reasonably requested by Lender. "Current" is defined as the most recently completed quarter. Broker authorizes Lender to obtain a business credit report with respect to Broker upon Broker's execution of this Agreement and from time to time thereafter as deemed necessary or appropriate by Lender.
- 10.13 Fully Integrated Agreement. This Agreement with attached exhibits, Mortgage Broker Application form, Loan Fraud Prevention Acknowledgement, Lender-Paid Broker Compensation Election Agreement, Permission to Send Fax and Email form, Request of Username and Password form, and any other ancillary documents, supplements, addenda, and amendments, constitutes the entire agreement between the parties and supersedes all other prior and contemporaneous agreements, representations, and understandings between the parties regarding the subject matter of this Agreement. No supplements, addenda, or amendments to this Agreement are binding unless executed in writing by all parties hereto.

- 10.14 Severability of Void or Unenforceable Provisions. Any provision or part thereof that is found to be legally void or unenforceable shall be severed from this Agreement, and the remaining parts of this Agreement shall remain valid and enforceable to the fullest extent and shall remain in full force and effect.
- 10.15 Further Acts. Each party hereto shall perform any and all further acts that are reasonably necessary to perform their respective duties and to carry out the provisions of this Agreement. Broker understands and agrees that time is of the essence with respect to each and every provision of this Agreement.
- 10.16 Paragraph Headings. The headings used throughout this Agreement are for purposes of reference only and have no legal significance other than serving as a title or description of the particular paragraph, section, or provision.
- 10.17 Counterparts, Electronic/Facsimile Signature. This Agreement may be signed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed, all of which shall collectively constitute one and the same agreement. The Agreement shall be effective with the e-sign, facsimile or scanned signature of the parties, and such facsimile or scanned signature shall be deemed an original for all purposes.
- 10.18 Dates of Signatures. Any dates appearing below adjacent to the parties' signatures are for reference purposes only. The effective date of this Agreement is the Effective Date first written above.

## 11. Miscellaneous

- 11.1 Right to Offset. Amounts owed by Broker to Lender under this Agreement may, at Lender's option and in its sole discretion, be offset by Lender against any payments then or thereafter owed by Lender to Broker.
- 11.2 Notices. All notices required hereunder shall be in writing and shall be deemed to have been given, made, and received only (a) upon delivery, if personally delivered to a party; (b) one (1) business day after the date of dispatch, if by facsimile transmission; (c) one (1) business day after deposit, if delivered by a nationally recognized courier service offering guaranteed overnight delivery; or (d) three (3) business days after deposit in the United States first class mail, certified mail, postage prepaid, return receipt requested, to the address appearing on the signature page of this Agreement.

- 11.3 Attorney's Fees. If either Party to this Agreement bring an action or proceeding concerning the rights and duties of the Parties hereto, whether founded in tort, contract, or equity, or to declare rights hereunder, the prevailing Party in any such proceeding, action, or appeal thereon, shall be entitled to recover its reasonable attorney's fees and costs from the other Party. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The attorney's fees award shall not be computed in accordance with any court fee schedule but shall be such as to fully reimburse all attorney's fees reasonably incurred. In addition, Broker hereby agrees to reimburse Lender for all attorney's fees, costs, and expenses incurred in the preparation and service of notices of default, demands, and consultations with Lender's attorneys in connection therewith, whether or not a legal action is subsequently commenced in connection with Broker's default or breach.
- 11.4 Assignment. Broker may not assign this Agreement or its duties hereunder.
- 11.5 Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, representations, and understandings, no supplement, modification, or amendment shall be binding unless executed in writing by both Parties.
- 11.6 Waivers or Remedies. Failure or delay to exercise any right or remedy available under this Agreement or at law or equity, shall not act as a waiver of any other right or remedy, nor shall any single or partial exercise of any right preclude any other or further exercise thereof. No waiver of any of the provisions of this agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver. All remedies shall be cumulative and nonexclusive.
- 11.7 Partial Invalidity. If any provision of this Agreement is held invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.
- 11.8 Further Assurances. Each Party shall perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement. In the event any Borrower(s) exercises his, her, or their right or rescission, Broker shall promptly pay to Lender all amounts collected by Broker from Borrower in connection with the Loan, except where such amounts were disbursed by Broker to third party service providers.
- 11.9 Provision of Information. During the term of this Agreement, and after the submission of a Loan application to Lender, Broker shall furnish Lender, by bonded courier, all notices, communications, documents, correspondence, and other materials received by Broker from any person whatsoever relating to a Loan within one (1) day following receipt thereof by Broker.
- 11.10 Reimbursement. Broker shall reimburse Lender all attorney's fees and costs incurred in Lender's attempt to recover any and all sums due under this Section 11 in the event that Broker fails to timely reimburse Lender.



12. Early Payoff Premium/Credit Recapture. Applicable to all loan programs, in the event that any loan is prepaid in an amount equal or greater than 20% of the amount due and owing under the related note within 210 days of the loan's funding date or closing date, whichever is later, Broker agrees to return the following to the lender: (1) Any Borrower Paid Compensation or Lender Paid Compensation in the form of rebates or service release premiums, or 1.75%, whichever is greater. (2) Any other pricing enhancements paid by Lender and/or credited to the Borrower's closing costs. (3) An additional administration fee of Seven Hundred Fifty Dollars (\$750). (4) Any Lender's attorney fees and costs to recover the above sums. Broker acknowledges that this early payoff reimbursement provision is a material inducement for Lender to enter into this Agreement, Lender would not have entered this Agreement without Broker's agreement to this provision, and Lender has relied upon Broker's promise to reimburse Lender to enter into this Agreement. Lender shall notify Broker in writing of the amount due with respect to any Early Payoff, and Broker agrees to submit payment within fifteen (15) days of receipt of such notice. If payment is not timely received by Lender, the amount owing may be offset against any amount due to Broker, or an affiliated Broker as determined by Lender.
13. Early Payoff Default.
- 13.1 Default Loan. In addition to any other repurchase obligations with this Agreement, Broker shall repurchase a Loan at the repurchase price set forth in Section 7 within five (5) business days following receipt of notice from Lender of the occurrence of any of the following events with respect to such Loan: (a) for any Loan that is eligible to be sold to or insured by any agency: any of the first four (4) scheduled monthly payments due to Lender on the day the Loan become ninety (90) days delinquent; or (b) for any other Loan: any of the first four (4) scheduled monthly payments due to Lender on the day the Loan becomes thirty (30) days delinquent.
- 13.2 Delinquent Loan. A monthly payment shall be considered delinquent if that payment is not received by Lender or its assigns on or before its due date. Each delinquent monthly payment shall accrue another day of delinquency for each consecutive day that passes without Lender or its assigns receiving that monthly payment. Furthermore, for each full calendar month that passes without Lender or its assigns receiving the delinquent monthly payment, the monthly payment shall be considered thirty (30) days delinquent regardless of the number of days in that month.
- 13.3 Prohibition. Broker shall not advance funds for or on behalf of a Borrower for any payment or to otherwise make funds available to any Borrower to avoid or to cure a default by the Borrower and any such action by Broker shall not negate Broker's repurchase obligation under this Section 13. A payment for which Lender deducted funds at the time of closing the Loan from Broker shall not be considered the first payment due after the date the Loan is closed.





# Broker Application

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Broker Agreement as of the date set forth above.

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Brokerage Name

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Lender

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Broker of Record Name (Print)

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Lender Representative

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Title

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Title

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Street Address

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Street Address

---

City / State / Zip

---

City / State / Zip

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Signature

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Date

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Signature

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Date

## Exhibit A

- (a) Taking information from the applicant and filling out the application. Filling out a prospective borrower's worksheet may substitute for the act of filling out a mortgage loan application if, for reasons of efficiency, the lender prefers to have the actual application filled out in a central location.
- (b) Analyzing the applicant's income and debt and prequalifying the borrower to determine the maximum amount the applicant can afford.
- (c) Educating the borrower in the home-buying and financing process, advising the borrower about the different types of loan products available, and demonstrating how closing costs and monthly payments would vary under each product.
- (d) Collecting financial information (for example, tax returns, bank statements) and other related documents that are part of the application process.
- (e) Initiating or ordering verifications of employment (VOEs) and verifications of deposit (VODs)
- (f) Initiating or ordering requests for mortgage and other loan verifications.
- (g) Initiating or ordering appraisals.
- (h) Initiating or ordering inspections or engineering reports.
- (i) Providing required legal disclosures (Truth-in-Lending, Good Faith Estimate, others) to the applicant.
- (j) Assisting the applicant in understanding and clearing credit problems.
- (k) Maintaining regular contact with the applicant, real estate broker or salesperson, and lender, between application and closing to apprise them of the status of the application and together any additional information as needed.
- (l) Ordering legal documents.
- (m) Determining whether the secured property is located in a flood zone or ordering a flood determination.
- (n) Participating in the loan closing.

## Lender-Paid Broker Compensation Election Agreement

I, the authorized signer for and on behalf of ("Broker"), hereby elect the following percentage of loan amount for determining broker's Lender-Paid Compensation amount in compliance with the Board of Governors of the Federal Reserve System's Regulation Z to the Truth in Lending Act, for all wholesale funded loans where borrower(s) have chosen to have Wholesale Mortgage Bankers ("Lender") pay the Broker's compensation: Please select from the following compensation options:

- |   |   |   |   |
|---|---|---|---|
| <input type="checkbox"/> Tier 1: 1.000% | <input type="checkbox"/> Tier 5: 1.500% | <input type="checkbox"/> Tier 9: 2.000%   | <input type="checkbox"/> Tier 13: 2.500 % |
| <input type="checkbox"/> Tier 2: 1.125% | <input type="checkbox"/> Tier 6: 1.625% | <input type="checkbox"/> Tier 10: 2.125%  |   |
| <input type="checkbox"/> Tier 3: 1.250% | <input type="checkbox"/> Tier 7: 1.750% | <input type="checkbox"/> Tier 11: 2.250%  |   |
| <input type="checkbox"/> Tier 4: 1.375% | <input type="checkbox"/> Tier 8: 1.875% | <input type="checkbox"/> Tier 12: 2.375 % |   |

Broker certifies that when compensation is paid to Broker by Lender, such compensation shall constitute Broker's sole source of compensation and Broker shall not and will not accept any other or additional compensation in any form, at any time, from any party other than the Lender. Broker's compensation is subject to all applicable federal, state, and local laws and regulations and all compensation levels are subject to state and federal high-cost limitations.

Lender and Broker may agree to amend the foregoing fixed percentage on a monthly basis. However, any such amended rate of compensation shall apply only to loan applications registered by the Lender after the effective date of any such change.

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Brokerage Name (Print)

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Broker Name (Print)

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Title

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Signature

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Date

## Permission to Send Fax and E-mail

(FCC Final Rules & Regulation Implementing the Telephone Consumer Protection Act of 1991)

Due to a recently issued FCC regulation implementing The Telephone Consumer Protection Act of 1991, effective August 25, 2003, our existing business relationships will no longer be sufficient approval for our sending faxes to you with rate sheet and product information. Therefore, to conform to this regulation, we request your written authorization in order to continue this service.

The undersigned, as the broker of record, and/or the principal of my company, hereby authorizes Wholesale Mortgage Bankers to send any and all faxes and e-mails, created in the ordinary course of their business, to any and all members of my company. I agree to immediately notify Wholesale Mortgage Bankers of any future fax number changes. I hereby warrant that I have the authority to bind my company, and all of its employees, agents, and independent contractors who might work here, to the contents and permission granted in this PERMISSION FORM and that I acknowledge that this PERMISSION FORM will stay in full force and effect unless revoked by me in writing and received by Wholesale Mortgage Bankers.

Broker Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Office Location	Phone Number	Fax Number	Email Address

\_\_\_\_\_  
Brokerage Name (Print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Broker Name (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## **Loan Fraud Prevention Acknowledgement**

It is the policy of Wholesale Mortgage Bankers to support the eradication of loan fraud within the residential lending marketplace. Loan Brokers should be advised that a licensed Broker bears the responsibility for all actions performed in the course of business, of his or her employees or licensees.

### **COMMON LOAN FRAUD AND MISREPRESENTATION TYPES**

Submission of inaccurate, including false statements on loan application and falsification of documents purporting to substantiate credit, employment, deposit and asset information or personal information including identity, ownership/non-ownership of real property, etc.

1. Submission of inaccurate information, including false statements on loan applications and falsification of documents purporting to substantiate credit, employment, deposit and asset information or personal information including identity, ownership/non-ownership of real property, etc.
2. Forgery or partially or predominantly accurate information.
3. Incorrect statements regarding current occupancy or intent to maintain minimum continuing occupancy as stated in the security instrument.
4. Lack of due diligence by broker/loan officer/processor, including failure to obtain all information required by the application and failure to request further information as dictated by borrower's response to other questions.
5. Unquestioned acceptance of information, or documentation, which is known, should be known, or should be suspected as inaccurate. This includes:
6. Simultaneous or consecutive processing of multiple owner-occupied loans from one applicant on multiple properties or from one applicant supplying different information on each application.
7. Allowing an applicant or interested third party to "assist" with the processing of the loan.

### **CONSEQUENCES OF LOAN FRAUD**

The consequences of residential loan fraud are far-reaching and expensive. Wholesale Mortgage Bankers warrants the quality of our loan production to our investors. Fraudulent loans may not be sold in the secondary market for home mortgages. If a loan is discovered to be fraudulent after its sale, Wholesale Mortgage Bankers could be obligated to repurchase the loan from our investor. Fraudulent loans harm our reputation and strain our relationships with our Investors and Mortgage Insurance Carriers.

The consequences to those who participate in loan fraud are even more severe. Following is a list of a few of the repercussions that may be experienced:

To the Broker:

1. Criminal prosecution which may result in possible fines and imprisonment.
2. Revocation of the Broker's license.
3. Inability to access Lenders caused by the exchange of legally permissible information between Lenders, Mortgage Insurance Companies, FHLMC, FNMA, HUD/VA and other Investors, Police Agencies and State and Federal Regulatory Agency.
4. Civil action by Wholesale Mortgage Bankers
5. Civil action by applicant (Borrower) and/or other parties to the transaction.
6. Loss of approved Broker status with Wholesale Mortgage Bankers
7. Loss of any compensation owed on other transactions by Wholesale Mortgage Bankers to Broker.

To the Borrower:

1. Acceleration of debt as mandated in the Security Instrument, Deed of Trust or Mortgage.
2. Criminal prosecution which may result in possible fines and imprisonment.
3. Civil action by Wholesale Mortgage Bankers
4. Civil action by other parties to the transaction such as Seller or Real Estate Agent/Broker.
5. Termination of employment.
6. Forfeiture of any professional license.
7. Adverse, long term effect on credit history.

I have read the foregoing. I understand and accept Wholesale Mortgage Bankers' policy on Loan Fraud.

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Broker of Record (Print)

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Principal / Senior Officer (Print)

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Signature

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Date

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Signature

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Date

## Corporate Resolution

I, \_\_\_\_\_, do here by certify that at a meeting of the Board of Directors of \_\_\_\_\_, a corporation organized under the laws of \_\_\_\_\_, held on the \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_ which said meeting a quorum was present and voting throughout, the following resolution, upon motion made, second and carried, was duly adopted and is now full force and effect:

RESOLVED,

that the President, Vice-President, Treasurer, \_\_\_\_\_ or any of such officers, be and they are hereby fully authorized and empowered to enter into agreements, contracts and arrangements; to execute, sign or endorse on behalf of \_\_\_\_\_ and to affix the corporate seal on same. I further certify that the authority thereby conferred is not inconsistent with the Charter or By-Laws of this Corporation, and that the following is a true and correct list of officers of this Corporation as of the present date:

Officer Name	Title	Signature

I further certify that the authority thereby conferred is not inconsistent with the Charter or By-Laws of this Corporation, and that the following is a true and correct list of officers of this Corporation as of the present date:

In Witness whereof, I have hereunto set my hand and seal this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
(If no seal, certify that there is no seal)

\_\_\_\_\_  
Signature of Secretary  
(Or officer authorized to act)

## Verification Authorization

The undersigned certifies that the statement set forth herein and in any accompanying documents are true and factual to the undersigned's best knowledge. The undersigned hereby authorizes WMB to obtain verification of the information it may deem necessary about the applicant and its principals from any source including any investor, governmental agency or authority, credit bureau or reporting agency, MI Company, Mortgage Asset Research Institute, Inc. (MARI) or any other person or entity.

Additionally, the undersigned and company ("We") represent and warrant that the information provided is complete and accurate in all respects. We understand that this application is made for the purpose of inducing WMB to approve our business relationship with WMB. We authorize WMB to make such investigation of our financial condition and representations contained in the application. We understand that this application shall remain confidential property of WMB for all purposes. We agree to notify you immediately of any adverse change affecting the company.

The Federal Equal Credit Opportunity Act requires that all creditors, including banks, savings and loans, small companies, retail stores and others, make credit equally available to all credit worthy customer without regards to sex, marital status, race, color, religion, national origin, age, the fact that all or part of the applicant's income is derived from a public Assistance program, or the fact that this applicant has in good faith exercised any right under the Consumer Credit Protection Act or applicable state law.

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Broker of Record (Print)

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Principal / Senior Officer (Print)

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Title

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Title

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Signature

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Date

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Signature

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Date



## Branch Application

### Company Information

Legal Entity Name: \_\_\_\_\_  
DBA: \_\_\_\_\_ Type of Business/ Organization: \_\_\_\_\_  
Incorporation Date: \_\_\_\_\_ Incorporated State: \_\_\_\_\_  
EIN #: \_\_\_\_\_ If no EIN, Broker SSN: \_\_\_\_\_  
Street Address (Brokerage): \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Phone (Brokerage): \_\_\_\_\_ Email (Brokerage): \_\_\_\_\_

### License / Approval

Branch Name: \_\_\_\_\_  
Incorporation Date: \_\_\_\_\_ Incorporated State: \_\_\_\_\_  
EIN #: \_\_\_\_\_ If no EIN, Broker SSN: \_\_\_\_\_  
Street Address (Brokerage): \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Phone (Branch): \_\_\_\_\_ Email (Branch): \_\_\_\_\_  
Branch Manager Name: \_\_\_\_\_ Branch Manager SSN: \_\_\_\_\_

### Certifications

The undersigned hereby agree to be the master broker agreement and incorporate this branch application as part of the original application and agreement.

\_\_\_\_\_  
Broker of Record (Print)

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
President / Owner (Print)

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Branch Manager (Print)

\_\_\_\_\_  
Signature Date