MORTGAGE BROKER AGREEMENT

This Mortgage Broker Agreement (the "Agreement") is entered into by and between Pacific Bay Lending Group (the "Lender") and ____("Mortgage Broker") on this ________day of___________________, 20__________with reference to the following facts:

RECITALS

A. Mortgage Broker, among other activities, engages in the business of (i) soliciting mortgage loan application packages ("Application Package[s]") from the general public for submission to mortgage banking entities for funding consideration and (ii) negotiating the terms and conditions of mortgage loans ("Loan") as agent of the mortgage loan applicant (the "Borrower").
B. Lender, among other activities, accepts mortgage loan applications submitted by independent mortgage brokerage companies for funding consideration.
C. Lender and Mortgage Broker (collectively the "Parties") desire to establish a nonexclusive relationship whereby Mortgage Broker will, from time to time and at its option, submit completed Application Packages to Lender for funding consideration.

1. GENERAL MORTGAGE BROKER RESPONSIBILITY

Mortgage Broker will, at Mortgage Broker's sole cost and expense, perform those services as required or directed by Lender to prepare, process, and submit Application Packages to Lender for funding consideration, and facilitate the closing of Application Packages approved for funding by Lender, including, without limitation, those services listed on **Exhibit "A"** of this Agreement. **Exhibit "A"** may be amended from time to time by Lender, in its sole discretion, to meet Lender's loan submission requirements, with a copy of the amended **Exhibit "A"** to be provided to the Mortgage Broker. Mortgage Broker shall perform the services described in this Agreement and **Exhibit "A."** Compensation and fees shall be governed by **Section 3.8** and the applicable Loan Originator Compensation Addendum. Lender shall have no obligation to pay Mortgage Broker any sum for any Application Package that Lender does not fund or close for any reason whatsoever.

2. LOAN APPROVAL

Lender shall make available to Mortgage Broker descriptions of the Lender's lending programs being offered; however, such product descriptions may be modified at any time by Lender, in its sole discretion, and shall not be binding upon Lender. Lender shall have the right in its sole and absolute discretion to determine the eligibility of an Application Package for funding. Mortgage Broker shall not represent to any person, including Borrower, that Lender has approved or will approve, or that Lender has issued, or will issue, a binding commitment to fund any Application Package until Lender informs Mortgage Broker in writing. All Loans shall close in Lender's name with funds provided by Lender unless Lender approves otherwise. All information contained in any Application Packages shall be subject to Lender's independent verification.

3. MORTGAGE BROKER'S REPRESENTATIONS AND WARRANTIES

Mortgage Broker makes the following representations, warranties, and covenants as of the date of this Agreement and throughout its term.

3.1 Due Organization, Existence and Good Standing

A Mortgage Broker is a duly organized and validly existing entity in good standing in the jurisdiction under whose laws Mortgage Broker's business is formed and has all licenses necessary to carry on its business as currently being conducted. In addition, Mortgage Broker represents that it is currently licensed, registered, qualified, and in good standing in each state in which any real property securing the repayment of a Loan is located, as well as in any state in which Mortgage Broker is engaged in the business of brokering mortgage loans. If Mortgage Broker is otherwise exempt under any applicable law from such licensing, registration, or qualification to the extent necessary to ensure the enforceability of the Loans, Mortgage Broker represents they are in full compliance with the laws, rules, and regulations of each state and of all real estate, mortgage lending, or other regulatory or supervisory agencies having jurisdiction over Mortgage Broker's activities. Mortgage Broker covenants to maintain all licenses, registrations, and qualifications in current or active status, and to keep itself in good standing with such regulatory and supervisory agencies. Mortgage Broker shall report licensing, registration, regulatory, and other material changes in accordance with **Section 10.6.**

3.2 Absence of Claims

Except as previously disclosed by Mortgage Broker to Lender in writing, Mortgage Broker represents that it is unaware of any pending or threatened lawsuit, legal action, arbitration, administrative action, or any other proceeding or investigation (including an allegation of fraud by another lender) against Mortgage Broker, or its current or former owners, agents or employees, which would prevent the execution, delivery and performance by Mortgage Broker of its obligations under this Agreement, or which could have a materially adverse effect upon the Mortgage Broker's business, assets, financial condition, reputation, or upon any Loan submitted for funding by Lender.

3.3 Authority and Capacity; Consent; Enforceability of Agreement

Mortgage Broker has the full power of authority and capacity to enter into this Agreement such that this Agreement is duly authorized, executed and delivered by Mortgage Broker and constitutes a valid and binding obligation of Mortgage Broker, enforceable in accordance with its terms. No consent, approval, authorization or order of any court or governmental agency or body is required for the execution, delivery and performance by Mortgage Broker, or compliance by Mortgage Broker with this Agreement of the consummation of the transactions contemplated by this Agreement, or if required, such consent, approval or authorization has been obtained by Mortgage Broker. Mortgage Broker warrants that 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.

3.4 Documents Control; Disclosure and Validity of Information

Mortgage Broker shall not knowingly submit any document that has been altered, fabricated, or improperly obtained. Any verification required to be obtained directly from an employer, financial institution, consumer reporting agency, government agency, or other independent third party shall be obtained and handled in accordance with applicable law, agency requirements, investor guidelines, and Lender instructions.
Mortgage Broker shall make full, accurate, and truthful disclosure to Lender in a timely manner of all facts, information, and documentation which Mortgage Broker may suspect, or have knowledge of, which could affect or has affected the validity, collectability, collateral value, security, or enforceability of any Application Package submitted by Mortgage Broker for funding consideration to Lender.

3.5 Untrue Statements

Mortgage Broker shall not submit any Loan Package containing false, fraudulent, misleading, incomplete, or erroneous information, or omit any material fact necessary to make the information submitted accurate and understandable. Mortgage Broker's duty to submit Loan Packages without fraudulent or erroneous information or statements, and/or without omitting necessary facts and information shall be defined as: (a) submitting a Loan Package to Lender with false, fraudulent or erroneous information, without actual knowledge thereof; (b) submitting a Loan Package to Lender with false, fraudulent or erroneous information without actual knowledge thereof, but after Mortgage Broker failed to follow standard practices and procedures in the mortgage banking industry which, if followed, would have led to the discovery of disclosure of such false, fraudulent or erroneous information; (c) submitting any Loan Package to Lender with false, fraudulent or erroneous information, where such information was or should have been within the knowledge or control of Mortgage Broker, or (d) submitting any Loan Package to Lender containing an appraisal which contains false, fraudulent, or erroneous information where the discovery of such information was, or should have been, the responsibility of the Mortgage Broker, or where the Mortgage Broker has any business or personal affiliation with, or any interest in, the appraiser.

3.6 Ownership

Mortgage Broker warrants that it will have no direct or indirect ownership interest in any property acting as security for the Loan, or affiliation or relationship with any other party having a financial interest in the Loan or the Loan transaction.

3.7 Compliance with Laws

In connection with its solicitation and processing of Application Packages pursuant to this Agreement, Mortgage Broker and each person involved in the Loan transaction has complied and will continue to comply with all applicable state and federal laws, rules and regulations with respect to the Loans and the activities of Mortgage Broker, including, without limitation, the Truth-in-Lending Act, as amended, and Regulation Z promulgated there-under, the Equal Credit Opportunity Act, as amended, and Regulation B promulgated there-under, the Consumer Financial Protection Bureau ("CFPB"), the Real Estate Settlement Procedures Act of 1974, as amended, and Regulation X promulgated thereunder, and any and all other federal and state laws, rules and regulations as they relate to consumer credit disclosures and notices.

3.8 Fees

The nature and amount of any fees charged or received by the Mortgage Broker and payable by Borrower must be determined by direct negotiations between Borrower and Mortgage Broker. The total fees to be received by Mortgage Broker have been separately itemized, fully disclosed, explained, and agreed to by Borrower and must be reasonably related to the market value of the services rendered by Mortgage Broker in connection with the Loan. There shall be no agreement for the payment of any unlawful referral fee, rebate, bonus, kickback, or other thing of value prohibited by applicable law. This provision does not prohibit lawful, properly disclosed compensation or payments for bona fide services actually performed.

3.9 Services to Borrowers

With respect to each Borrower's Application Package submitted by Mortgage Broker to Lender for funding consideration pursuant to this Agreement, Mortgage Broker shall fully discharge the fiduciary duties owed by Mortgage Broker to Borrower under any applicable law. In particular, and without limitation to the foregoing, whenever required by such fiduciary duty, Mortgage Broker, its employees and/ or agents will provide to Borrower any and all requisite disclosures and will obtain any and all requisite agreements or authorizations. All services performed by Mortgage Broker must be performed to the full satisfaction of Borrower and in accordance with the accepted and customary standards in the mortgage lending industry generally. If the Mortgage Broker becomes aware of any dispute or claim by and Borrower that any of Mortgage Broker's services were not performed to the satisfaction of the Borrower, Mortgage Broker agrees to immediately notify Lender of such dispute or claim.

4. (AUS) Automated Underwriting System

Mortgage Broker acknowledges that, solely for purposes of its authorized submission of mortgage loan applications through an AUS, Mortgage Broker is acting as an authorized user sponsored by Lender. Nothing in this Section creates a general agency, employment, partnership, or joint-venture relationship

Mortgage Broker represents, warrants, and agrees that it shall:

a. Comply with all applicable requirements, terms, conditions, licensing restrictions, user agreements, and confidentiality obligations governing the use of any AUS, including those established by **Fannie Mae**, **Freddie Mac**, or any successor automated underwriting system approved by the applicable agency or Government-Sponsored Enterprise (GSE);
b. Use AUS solely in connection with mortgage loan applications submitted to Lender and only as authorized under this Agreement;
c. Not permit, sublicense, or otherwise extend access to or use of any AUS, or any information or findings generated by such system, to any unauthorized third party except as permitted by applicable law, agency requirements, or the applicable AUS license agreement;
d. Obtain all borrower authorizations, acknowledgments, and consents required by applicable federal and state law, agency requirements, and AUS program requirements prior to submitting borrower information to an AUS;
e. Comply with all data security, confidentiality, privacy, and information protection requirements applicable to borrower information submitted through an AUS; and
f. Comply with any updates, amendments, or successor requirements issued by **Fannie Mae**, **Freddie Mac**, or other applicable agencies or investors relating to the use of automated underwriting systems.

Mortgage Broker acknowledges that AUS' findings are subject to Lender's underwriting review and shall not constitute the written approval referenced in **Section 2.**

5. STATUSES OF MORTGAGE BROKER

Lender and Mortgage Broker acknowledge and agree that Mortgage Broker is an independent contractor. Nothing in this Agreement is intended, nor shall anything in this Agreement be construed, to create a joint venture or partnership between Lender and Mortgage Broker. In addition, Mortgage Broker is not considered an employee or agent of Lender, and Mortgage Broker is expressly prohibited from holding itself out as such to anyone. Mortgage Broker is expressly prohibited from using Lender's name in any advertising.

6. MORTGAGE BROKER'S INDEMNIFICATION.

Mortgage Broker shall indemnify and hold harmless the Lender and its affiliates, shareholders, directors, officers, agents, employees, successors and assigns from and against any and all losses, damages, demands, claims, liabilities, costs and expenses, including reasonable attorney's fees (collectively "Losses"), from any causes whatsoever, incurred by reason of, arising out of, or in connection with; **(a)**any investigation undertaken by Lender with respect to any document included as part of an Application Package; **(b)** any breach of any representation, warranty or covenant contained in this Agreement: **(c)** Mortgage Broker's failure to perform any of its obligations under this Agreement or **(d)** any claim by a Borrower resulting from Lender's failure or refusal to fund a Loan other than pursuant to a binding commitment by Lender to fund such Loan. Mortgage Broker agrees to reimburse Lender for any Losses incurred by Lender for any of the reasons stated above. Mortgage Broker's obligation to indemnify Lender under this Agreement shall not be affected by Lender taking any of the following actions with or without notice to Mortgage Broker: **(x)** liquidation, repayment, retirement, or sale or resale of any Loan; **(y)** foreclosure of any Loan; or **(z)** sale or resale of the property securing any Loan. Mortgage Broker also agrees to indemnify and hold harmless the Federal National Mortgage Association (Fannie Mae) from all claims and liability arising from Mortgage Broker's access to Lender's application and Lender's data.

7. AUTHORIZATION

Authorization to Obtain Credit or Other Investigative Reports Regarding Mortgage Broker and to Review Mortgage Broker Files. Mortgage Broker authorizes Lender, at Lender's sole discretion, to obtain business and/or individual credit or other investigative reports with respect to Mortgage Broker at any time after Mortgage Broker seeks to enter the Lender / Mortgage Broker contractual relationship covered by this Agreement. Upon mutual execution of this Agreement, Mortgage Broker grants Lender, at Lender's sole discretion, the right to obtain credit and/or investigative reports regarding Mortgage Broker, as Lender deems reasonable and appropriate. Mortgage Broker acknowledges that Lender conducts quality control audits of Loan package(s) and herein agrees that Lender shall have the right to review the files of Mortgage Broker relating to any and all Loan Package(s) submitted to Lender upon receipt of reasonable notice from Lender and during normal business hours.

8. Repurchase, refinance and Reimbursement

Mortgage Broker acknowledges and agrees that Lender shall have at Lender's sole discretion the right to elect appropriate legal and equitable remedies against Mortgage Broker, in the event of any breach of this Agreement. In addition to administrative, legal or equitable rights and remedies Lender may have in connection with any breach of this contract, in the event of a breach by Mortgage Broker of **section 3.5,** after the loan has closed and Lender has funded the loan, Lender shall have the right to demand, and Mortgage Broker agrees to repurchase the loan and otherwise compensate Lender as described herein. **Mortgage Broker acknowledges and agrees to perform its obligations to Lender by repurchasing or refinancing the loan.**

At the election of Lender, and immediately upon notice and written demand thereof, Mortgage Broker agrees to repurchase the loan for the repurchase amount, which shall equal the total of all amounts set forth in Paragraphs **8(a-e) below**; or refinance the loan through another lender at par, plus accrued interest, and shall be required to pay to Lender those amounts set forth in Paragraphs **8(c), 8(d) and 8(e) below**, plus any damages or loss otherwise incurred by Lender in connection with the loan through the date of any refinance.

THE REPURCHASE AMOUNT SHALL BE THE TOTAL AMOUNT OF:

a. The original amount of the Loan, less principal reduction received by Lender; plus
b. All interest accrued on the unpaid principal balance of the Loan from the date of funding by Lender through and including the first date of the month following the month the repurchase is made; plus
c. All costs and expenses incurred by Lender in connection with origination, processing, and funding of the loan; plus
d. All costs and expenses or damages or loss incurred by Lender in connection with selling to or reimbursing any investor or secondary market loan purchaser, including servicing costs; plus
e. All costs and expenses incurred by the Lender in enforcing Mortgage Broker's obligation to repurchase such Loan, including, without limitation, reasonable attorneys' fees and costs.

Mortgage Broker agrees and acknowledges that any breach of this Agreement may not be compensated by damages alone. Therefore, Mortgage Broker agrees that in the event of any such breach of this Agreement, Lender shall, without limit, be entitled to seek and obtain equitable relief by way of specific performance of Mortgage Broker's repurchase obligation hereunder.

9. Early Payoff, Chargebacks, Reimbursement Obligation

Mortgage Broker shall refund to Lender any premium or compensation received in connection with a Mortgage Loan, together with any lender credit or other amount paid by Lender to Mortgage Broker in connection with a first lien, second lien, home equity line of credit, or other Mortgage Loan, if:

a) the Mortgage Loan is paid in full before the borrower has made the first seven (7) monthly payments;
b) one or more principal curtailments made before the borrower has completed the first seven (7) scheduled monthly payments equal or exceed, in the aggregate, thirty percent (30%) of the original principal balance of the Mortgage Loan;
c) Lender is unable to sell, transfer, or deliver the Mortgage Loan, or incurs an investor repurchase demand, premium recapture, chargeback, pricing adjustment, early payment default assessment, principal-curtailment assessment, or other financial obligation arising from the borrower's failure to make one or more initial scheduled payments or from any other event described in this Section.

For purposes of this Section, a monthly payment is considered "made" only when received in full and not subsequently reversed, returned, or dishonored.

Mortgage Broker shall reimburse Lender for all amounts incurred or assessed as a result of an event described in this Section, including premiums, compensation, lender credits, investor chargebacks, assessments, and other direct losses.

Payment shall be made within fifteen (15) calendar days after written demand by Lender. The obligations under this Section shall survive in accordance with **Section 10.5**.

10. TERMS OF AGREEMENT

10.1 Effective Date

This Agreement shall become effective only upon Lender's written approval of Mortgage Broker, following Lender's completion of its due diligence and broker approval process. Approval shall be at Lender's sole and absolute discretion. Execution of this Agreement by Mortgage Broker shall not be construed as an approval, commitment, or obligation by Lender to do business with Mortgage Broker.

10.2 Termination

This Agreement may be terminated by either Party, with or without cause, upon ten (10) days' prior written notice to the other Party. Termination of this Agreement shall not affect the Parties' obligations with respect to Application Packages submitted by Mortgage Broker to Lender prior to the effective date of the termination of this Agreement. Mortgage Broker shall continue to cooperate with any post-closing audit, quality control review, investor inquiry, or regulatory investigation after termination.

10.3 Renewal Terms

The term of this Agreement shall be one (1) year. The Agreement may renew for additional one-year periods only after Mortgage Broker completes Lender's annual recertification requirements and Lender approves the recertification. Mortgage Broker shall provide updated financial, licensing, insurance, compliance, and other documentation requested by Lender. Lender may also require interim financial statements at any time.

Mortgage Broker shall immediately advise Lender of any material change in the Mortgage Broker's circumstances, financial or otherwise, including, but not limited to, a change in the Mortgage Broker's ownership.

10.4 Suspension

During any pending investigation, in addition to any other right or remedy Lender may have, Lender has the right to suspend Mortgage Broker's eligibility until the investigation is complete. During the period of suspension, Lender may choose, in its sole discretion, to continue to underwrite Loans without waiving any rights under this Agreement.

10.5 Survival

Termination or suspension under this section shall not affect Mortgage Broker's obligations with respect to Loans already sold or delivered to Lender. Broker's representations, warranties, covenants, and other obligations and agreements contained in this Agreement, including without limitation, Mortgage Broker's indemnification obligations, shall survive any termination of this Agreement, any investigation by Lender or its agents, or the subsequent transfer of any Loan by Lender to a third party.

10.6 Change in Broker Status

Mortgage Broker shall notify Lender before any planned change and promptly, but no later than five (5) business days after learning of any unplanned event, including the following:

a. Any change in Mortgage Broker's business address and/or telephone number or change in company structure.
b. Any material increases or decreases in capital or changes in management ordered or required by a regulatory authority supervising or licensing Mortgage Broker.
c. Resignation of any senior management overseeing the origination or processing operations.
d. Entry of any court judgment or regulatory order in which Mortgage Broker is or may be required to pay a claim or claims which may have a material adverse effect on Mortgage Broker's financial condition.
e. The winding up or dissolution of Mortgage Broker's business. When Lender receives this written notification, it will contact Mortgage Broker if further documentation is required.
f. Mortgage Broker further covenants to notify Lender immediately upon the suspension, revocation, expiration or other termination of any licenses, registrations, or qualifications, or the taking of any action by any such regulatory or supervisory agency against Mortgage Broker which could adversely affect the Mortgage Broker's licenses, registrations, and qualifications

Lender reserves the right to suspend further business with Mortgage Broker while determining the impact of the change on Mortgage Broker's qualifications.

10.7 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

11. EXCLUDED PARTY WATCHLISTS CHECKED

Mortgage Broker shall maintain written policies and procedures requiring the screening of all employees, officers, managers, and other individuals involved in the origination, processing, underwriting, closing, funding, or servicing of mortgage loans against applicable federal exclusion and sanctions lists as part of the hiring process and on a periodic basis thereafter.

At a minimum, screening shall include:

- U.S. Department of the Treasury, Office of Foreign Assets Control (OFAC) Specially Designated Nationals (SDN) List;
- HUD Limited Denial of Participation (LDP) List;
- System for Award Management (SAM.gov) Exclusions;
- FHFA Suspended Counterparty Program (SCP); and
- Any other applicable federal or state exclusion, debarment, sanctions, or prohibited participant list relevant to mortgage lending.

Mortgage Broker shall document such screenings and retain evidence of compliance in accordance with its record retention policies and applicable laws, regulations, and agency or investor requirements.

12. MISCELLANEOUS

12.1 RIGHT TO OFFSET

Amounts owed by Mortgage Broker to Lender under this Agreement may, at Lender's option, and at Lender's sole discretion, be offset by Lender against any payments then or thereafter owed by Lender to Mortgage Broker.

12.2 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. (e) Upon confirmed electronic delivery to the email address designated by the receiving Party for notices under this Agreement.

12.3 ATTORNEY FEES

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of any alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, in addition to any other relief to which they may be entitled, the prevailing party shall be entitled to attorneys' fees and other costs incurred.

12.4 ASSIGNMENT

Mortgage Broker may not assign this Agreement or its duties hereunder.

12.5 WAIVERS OR REMEDIES

Lender's failure or delay to audit any loan prior to funding and closing, or 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 provisions, 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.

12.6 ENTIRE AGREEMENT: AMENDMENT

This Agreement constitutes the entire Agreement between the Parties and supersedes all prior and contemporaneous agreements, representations, and understandings. Notwithstanding anything to the contrary contained herein, no supplement, modification, or amendment shall be binding unless executed in writing by both parties.

12.7 PARTIAL INVALIDITY

If any provision of this Agreement is determined to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

12.8 FURTHER ASSURANCE

Each party shall perform any acts, execute, and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement. In the event Lender receives notice that any Borrower has exercised his or her right of rescission after Lender has disbursed any loan proceeds, Mortgage Broker shall refund to Lender the premium received from the loan, regardless of whether such amounts were disbursed by Mortgage Broker to other parties.

12.9 SAFEGUARDS FOR PRIVACY AND SECURITY

Mortgage Broker shall maintain administrative, technical, and physical safeguards reasonably designed to protect the confidentiality, integrity, and security of borrower and consumer information and shall comply with the Gramm-Leach-Bliley Act, the FTC Safeguards Rule, and all other applicable federal and state privacy, cybersecurity, data-security, and breach-notification requirements.

MORTGAGE BROKER CERTIFICATION

Mortgage Broker acknowledges and certifies that it has read and reviewed this Agreement in its entirety, including all exhibits, addenda, representations, warranties, covenants, and obligations incorporated herein. Mortgage Broker further certifies that all application questions and required fields have been fully and accurately completed, all requested supporting documentation has been provided, and the information submitted to Lender is true, correct, complete, and current as of the date of execution.

The undersigned represents that he or she is duly authorized to execute this Agreement and make these certifications on behalf of Mortgage Broker. Mortgage Broker acknowledges that Lender may rely upon these certifications in approving and maintaining Mortgage Broker's eligibility.

IN WITNESS WHEREOF, the Parties, through their duly authorized representatives, have executed this Mortgage Broker Agreement as of the date first written above.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

"LENDER"

Pacific Bay Lending Group
ATTN: Broker Management

15030 La Mirada Blvd.
La Mirada, CA 90638
Phone:714-367-5125
Fax: 714-367-5130

PACIFIC BAY LENDING GROUP
NMLS ID: 192103

By:________________________________

Title:_______________________________

____
(Signature)

____
(Date)

"MORTGAGE BROKER"

COMPANY NAME:

____

Address: ________________________________

____

Phone:__________________________________

Fax: ___________________________________

By:_____________________________________
(Name)

Title:____________________________________

____
(Signature)

Date: ____________________________

Note: For California DRE-licensed corporate Mortgage Broker: The above signature must be of the Designated Broker/ Officer.

13. EXHIBIT "A"

SERVICES PERFORMED BY MORTGAGE BROKER

The following listed services are subject to modification on a case-by-case basis, if necessary, in Lender's sole and absolute discretion:

- Obtain, compile and process information from Borrower and prepare 1003 loan applications, with such financial information (e.g., tax returns, bank statements, etc.) and other documents as needed to permit Lender to underwrite the Application Package
- Prepare, obtain, and review verifications of deposit, income, and employment as required or directed by Lender
- Initiate/order requests for mortgage and other loan verifications
- Initiate an appraisal request only through Lender's approved appraisal-ordering process or authorized appraisal management provider. Mortgage Broker shall not select, retain, compensate, or improperly influence an appraiser and shall comply with applicable Appraiser Independence Requirements and Lender instructions.
- Initiate/order inspections and engineering reports as necessary
- Diligently prepare, process, package and submit a completed Application Package to lender for funding consideration, in which the Application Package shall contain information on forms and in the order required by Lender
- Counsel Borrower on Lender's different loan programs and pricing options, and educate Borrower in home buying or refinance financing process
- Assist with coordinating title, escrow, and/or closing services as directed by the Borrower, Lender, or other authorized party; obtain and submit the preliminary title report, abstract of title, or other comparable or requested documents. Mortgage Broker shall not select the title company, escrow company, or closing agent on behalf of the Borrower
- Assist Borrower in understanding the effects of Borrower's negative credit reports on loan program(s) and pricing options available from Lender; assist Borrower, to the fullest possible, in clearing negative credit reports
- Comply with all applicable federal and state disclosure requirements and provide any disclosures or notices that are legally required to be provided by the Mortgage Broker. Lender shall prepare and provide all disclosures and notices that are the responsibility of Lender. Mortgage Broker shall timely provide Lender with complete and accurate information necessary for Lender to prepare and deliver required disclosures and notices.
- Maintain regular contact with Borrower, lender and all other persons or entitles involved in the loan process from application through closing, and after closing if necessary; timely apprise Borrower, Lender and all other persons or entitles involved in the loan process of the status of the Application Package; and obtain such additional information as Lender or any other persons or entitles involved in the loan process may require
- Ensure that all requirements imposed by Lender as a condition to its funding of the Loan have been fully performed prior to funding and to correct any deviation, deficiency or defect after funding as directed by Lender
- Assist with coordinating the loan closing, as requested by Lender, and timely provide any information or documentation necessary to facilitate closing. Mortgage Broker shall not prepare, modify, execute, or deliver closing documents on behalf of Lender unless expressly authorized in writing by Lender and permitted by applicable law.