



Revised 06/05/2015

## BROKER AGREEMENT

This Broker Agreement ("Agreement") is made and entered into by and between Plaza Home Mortgage, Inc., a California corporation ("Plaza"), and the person or entity set forth on the signature page hereto or, if this Agreement is submitted electronically as part of an online broker application, the person or entity who submitted this Agreement as part of such online broker application ("Broker") with reference to the following:

### RECITALS

A. Plaza and Broker wish to establish a non-exclusive relationship whereby Broker will, from time to time and at its option, submit completed application packages for mortgage loans to Plaza on behalf of Broker's clients for possible funding by Plaza.

B. If approved, Plaza agrees to fund certain loans secured by real property, together with the servicing thereof (collectively, the "Loans" or with respect to any individual loan, the "Loan"), submitted from Broker to Plaza under Plaza's mortgage loan programs, and Broker agrees to submit to Plaza certain such Loans pursuant to the terms and conditions set forth herein and in Plaza's Wholesale Broker Guide, as amended from time to time (the "Guide").

C. Broker shall be responsible for assuring that Loans submitted to Plaza comply with all terms and conditions of this Agreement and the Guide.

D. Plaza and Broker now desire to enter into this Agreement to set forth the terms of their relationship.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Plaza and Broker agree as follows:

### AGREEMENT

#### 1. Identification and Qualification of Potential Borrowers.

(a) During the term of this Agreement, Plaza and Broker agree that Broker may identify and qualify potential borrowers for conventional, residential mortgage loans that Plaza may, upon approval by Plaza, underwrite, close and sell into the secondary mortgage market. Broker and Plaza each acknowledge and agree that this Agreement is entered into on a non-exclusive basis and that both Broker and Plaza may enter into similar agreements with other individuals or entities.

(b) In connection with the foregoing, Broker agrees to obtain information and descriptions about the loan programs offered by Plaza from time to time, and Plaza agrees to make such information and descriptions available to Broker. Such information and descriptions shall not be binding on Plaza. Broker agrees to fully and accurately explain such programs to potential borrowers, to qualify potential borrowers at Plaza's then-current rates, and to prepare a preliminary good faith estimate of settlement charges, including any fees to be paid to Broker.

(c) Broker specifically acknowledges and agrees that Broker is not an agent of Plaza and has no authority to make any representations on behalf of Plaza or to bind or obligate Plaza in any way. Broker agrees that it may not use Plaza's name in any advertising without the prior written consent of Plaza. Broker agrees that it may only quote such loan rates and terms as have been quoted or provided by Plaza to Broker in writing and that no rate quotations, lock-ins or extensions thereof, commitments or other loan terms will be binding on Plaza unless in writing and signed by an

authorized representative of Plaza. Broker agrees that it shall not represent to any party that Plaza has approved or will approve a Loan or any terms thereof until Broker is so informed by Plaza in writing.

2. Information about Broker. Upon request by Plaza, Broker agrees to promptly provide Plaza with copies of (i) Broker's most recent financial statements (audited, if available), including a statement of net worth; (ii) if Broker is a partnership or limited liability company, the financial statements of its partners, managers and/or members, as applicable; (iii) all licenses obtained by Broker to conduct its business; (iv) credit reports concerning Broker; (v) any public records or reports concerning complaints made about Broker or the experience of others in doing business with Broker and/or its employees, such as reports generated by databases operated by the Mortgage Asset Research Institute, Inc., including the Mortgage Industry Data Exchange (MIDEX); and (vi) such other information about Broker and its business as Plaza may reasonably request from time to time.

3. Approval of Loan Application by Plaza.

(a) Plaza may, in its sole and absolute discretion, approve or reject any loan application submitted to Plaza by Broker. Broker acknowledges and agrees that Plaza is under no obligation to approve any application submitted to Plaza by Broker. No loan application submitted to Plaza shall be considered approved by Plaza unless and until Plaza provides written notification of such approval to Broker.

(b) Plaza may, but is under no obligation to, verify any information with respect to Broker or any loan application submitted to Plaza by Broker, including, without limitation, obtaining credit reports on Broker and the potential borrowers. Plaza's right to indemnification or other rights and remedies set forth herein will not be affected by any verification, investigation, audit or review conducted by Plaza, or any knowledge acquired (or capable of being acquired) at any time, with respect to the accuracy or inaccuracy of, or compliance with, any representation, warranty, covenant or obligation of Broker herein.

The waiver of any condition based on the accuracy of any representation or warranty, or on the performance of or compliance with any covenant or obligation, will not affect the right to indemnification or other rights and remedies based on such representations, warranties, covenants and obligations.

4. Representations and Warranties of Broker. Broker hereby represents, warrants and covenants to Plaza, as of the time any loan application is submitted to Plaza, and as of the time any such Loan is funded and closed through the life of such Loan, that:

(a) Organization and Good Standing. If a corporation, partnership, limited liability company or other entity, Broker is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its formation, is duly qualified to do business and is in good standing under the laws of each state or other jurisdiction in which the nature of the activities conducted by it requires such qualification, and has the power and authority to enter into this Agreement and to perform its obligations contemplated hereby;

(b) Enforceability; Authority. This Agreement constitutes the legal, valid, and binding obligation of Broker, enforceable against it in accordance with its terms. The representative(s) of Broker signing this Agreement on behalf of Broker has the right, power and authority to execute and deliver this Agreement;

(c) Accuracy of Information Provided. All information provided to Plaza by Broker concerning Broker and its business shall be true and accurate as of the date provided. Broker has disclosed to Plaza all fictitious business names and other names under which Broker does business and all affiliated entities of Broker and its principals. Broker acknowledges that Plaza is relying on such information as an inducement to enter into this Agreement and to continue the term of this Agreement and will be relying on such information in connection with any Loans Plaza may fund that are submitted by Broker. Broker agrees to promptly notify Plaza in the event any information provided by Broker becomes inaccurate or misleading in any material respect;

(d) Licenses; Compliance with Laws. 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. All such approvals, licenses, and permits are in full force and effect and shall remain in full force and effect during the term of this Agreement. Broker covenants to notify Plaza immediately upon the suspension,

revocation, expiration or other termination of any such approvals, licenses or permits, or of the taking of any action by any such agency against Broker that could adversely affect Broker's approvals, licenses, or permits;

(e) No Conflict. The execution of this Agreement by Broker, the compliance by Broker with the terms and conditions herein, and the submission of each loan application hereunder will not violate or conflict with any provisions of Broker's charter documents, any instrument relating to the conduct of its business, or any other agreement, law, rule, regulation, ordinance or order to which Broker may be a party or under which Broker may be governed. Broker has no direct or indirect ownership interest in any property acting as security for any Loan submitted to Plaza for funding;

(f) Submission of Loan Applications. Upon the submission of a loan application by Broker to Plaza, Broker shall be deemed to represent and warrant to Plaza with respect to such application that (i) Broker has complied with all of the requirements of this Agreement, including those set forth in the Guide; (ii) none of the statements or information contained in any document submitted with or included as part of the loan application, or in any document reviewed in connection with Plaza'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, and all documents submitted by Broker to Plaza in connection with the application are genuine; (iii) Broker has the authority to submit such application to Plaza; and (iv) Broker has not made any representations to the potential borrower or others concerning the Loan application that are not set forth in such application and that have not been approved in writing by Plaza, including any representations relating to rates, lock-ins or other loan terms;

(g) 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 a lender) against Broker or its current or former owners, agents or employees that could have an adverse effect on the Broker's business, assets, financial condition, or reputation, or upon any Loan submitted by Broker for funding by Plaza;

(h) Control of Documents. No borrower shall have had in its direct or indirect possession or Control any credit, income or deposit verification document submitted to Plaza with respect to any loan application; and

(i) Services to Borrower. At all times during the term of this Agreement, with respect to each borrower whose application has been submitted by Broker to Plaza, Broker has observed and shall observe and fully discharge the duties owed to its clients under applicable law. All services were performed 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. Broker shall maintain regular contact with the borrower and such third parties as may be necessary between application and closing to apprise them of the status of the application, to gather any additional information as needed, and to ensure the timely submission of all materials necessary to meet any deadlines, including any lock-in periods or extensions thereof, applicable to the close and funding of the Loan.

5. Compensation. Broker may receive such fees and compensation from Plaza for its services hereunder as Broker and Plaza may agree in writing from time to time. Broker agrees that it will not share any such fees or compensation with any other party, and the loan proceeds will not be paid (except for payments to a lender to satisfy an existing loan on the subject property) to any party who compensates or is compensated by Broker, is under common ownership or control with Broker, or shares profits or losses with Broker. Broker agrees to fully disclose to each borrower all fees and other compensation payable to Broker in connection with such borrower's Loan in accordance with applicable laws, rules, regulations, ordinances and policies regarding broker compensation that Plaza may publish from time to time and Plaza shall have no obligation to pay any such fees or other compensation to Broker if Broker fails to do so. No fees or other compensation shall be owed to Broker on account of any Loan that is not funded and closed, and Plaza shall have no obligation under this Agreement to Broker if a Loan fails to fund and close for whatever reason.

6. Right to Offset. Amount owed by Broker to Plaza under this Agreement may, at Plaza's option and in its sole discretion, be offset by Plaza against any payments then or thereafter owed by Plaza to Broker. Any such offset shall not constitute an accord and satisfaction unless agreed to in writing by the parties. If Broker collects any funds in connection with any Loan submitted to Plaza, Broker shall hold such funds in trust for Plaza in a separate account.

7. Mortgage Fraud. Broker acknowledges that it is Plaza's policy and intent to support the elimination of mortgage loan fraud and misrepresentation within the residential lending industry. Broker is hereby advised that it bears responsibility for all actions performed in the course of its business by its employees and representatives. The submission

of a loan application containing false or misrepresented information is a crime. The consequences of mortgage loan fraud and/or misrepresentation are extensive and costly. Broker acknowledges and agrees that Plaza may vigorously pursue any and all remedies available to it in the event of any such fraud or misrepresentation or alleged fraud or misrepresentation including, without limitation, the remedies set forth in Paragraph 9 and elsewhere in this Agreement, and reporting any instances of fraud or misrepresentation or alleged fraud or misrepresentation in connection with a Loan submitted by Broker to Plaza for funding to appropriate federal, state and local regulatory authorities or law enforcement agencies, including such authorities or agencies responsible for criminal or civil prosecution and/or revocation of licenses.

8. **Fair Lending.** Broker further acknowledges that it is Plaza's policy and intent to support the promotion of fair lending compliance in accordance with the Fair Housing Act ("FHA"), 42 U.S.C. Sections 3601-3619, and the Equal Credit Opportunity Act ("ECOA"), 15 U.S.C. Sections 1691-1691(f) throughout the residential lending industry. In furtherance of this commitment, Broker hereby agrees to following:

(A) To provide to Plaza for inclusion into the Loan's file a disclosure executed by both Broker and Borrower which shall provide the following information: (i) the full amount of any Broker compensation and a disclosure that such compensation is or is not negotiable between Broker and the borrower; and (ii) a notice of non-discrimination that provides substantially the same information as the following:

**We do Business in Accordance with  
Federal Fair Lending Laws**

**UNDER THE EQUAL CREDIT OPPORTUNITY  
ACT, IT IS ILLEGAL TO DISCRIMINATE IN ANY  
CREDIT TRANSACTION:**

**On the basis of race, color, national origin, religion,  
sex, marital status, or age; or**

**Because income is from public assistance; or**

**Because a borrower has exercised a right under the Federal  
Consumer Credit Protection Laws.**

**IF YOU BELIEVE YOU HAVE BEEN  
DISCRIMINATED AGAINST, YOU SHOULD SEND  
A COMPLAINT TO ONE OF THE FOLLOWING:**

**U.S. Department of Justice  
Civil Rights Division  
Housing and Civil Enforcement Section  
(855) 411-CFPB (2372)  
Washington, DC 20530  
1 -800-896-7743  
<http://www.usdoj.gov/crt/housing>**

**Consumer Financial Protection Bureau  
P.O. Box 4503 Iowa City, Iowa 52244  
(855) 729-CFPB (2372) (TTY/TDD)  
[www.consumerfinance.gov](http://www.consumerfinance.gov)**

**Federal Trade Commission  
Washington, DC 20580  
(202) 326-2222  
<https://www.ftccomplaintassistant.gov/>**

**This disclosure shall be made as early as practicable, but not later than forty-eight (48) hours prior to the closing of the Loan.**

(B) To be subject to fair lending monitoring by Plaza on a semi-annual basis in order to detect statistically significant Broker fee disparities based on race and national origin. Further, should Plaza's review disclose statistically significant Broker fee disparities, Broker agrees, immediately upon receipt of written notice from Plaza, to provide Plaza with non-discriminatory reasons for said disparities. Should no reasonable, non-race or national origin-based explanation exist for the noted disparities, Broker agrees to immediately take corrective action as directed by Plaza. Corrective action may include, but is not limited to financial remediation for borrowers if warranted, and/or additional Broker education

regarding fair lending, and/or discipline for the Broker up to and including termination of Broker's business relationship with Plaza.

9. Indemnification.

(a) Broker hereby agrees to hold Plaza harmless and to defend and indemnify Plaza and its past, present and future directors, officers, shareholders, employees, attorneys, agents, representatives, subsidiaries, affiliates, successors and assigns (collectively, the "Indemnified Parties") from and against, and will reimburse the Indemnified Parties with respect to, any losses, liabilities, damages, demands, claims, costs and expenses including, without limitation, reasonable attorneys' fees and cost of investigation (collectively, "Losses"), from any cause whatsoever, that are directly or indirectly suffered or incurred at any time by any of the Indemnified Parties and that arise directly or indirectly out of or by virtue of, or are directly or indirectly connected with, (i) this Agreement; (ii) any breach by Broker of this Agreement, the Guide or any provision hereof or Broker's failure to perform any obligation herein; (iii) the inaccuracy or breach of any representation, warranty or covenant made by Broker herein; (iv) any acts or omissions of, or services provided by, Broker, its agents, employees, representatives, officers, directors, shareholders, managers, members, or partners, as applicable, in connection with this Agreement; (v) any claim by a Borrower resulting from Plaza's failure or refusal to fund a loan; (vi) mortgage fraud; or (vii) any claim by any third party that Broker is a joint venture, partner, representative, employee or agent of, or otherwise associated or affiliated with, Plaza.

(b) Broker agrees that Losses payable by Broker to Plaza hereunder shall include, without limitation, losses resulting from: (i) the liquidation of any Loan or the security for any Loan the application of which was submitted to Plaza by Broker; and/or (ii) amounts owed by Plaza to a third party, including a party to whom the Loan was sold in the secondary mortgage market, resulting from any repurchase, indemnity or other obligations of Plaza to such party, including any damages or losses of such third party, refunds, early payoff or prepayment fees or penalties, or administrative or legal fees owed such party by Plaza under the terms of the applicable loan purchase agreement or otherwise.

(c) Broker acknowledges and understands that Plaza reserves to itself the right and option to sell the Loans it funds based upon Broker's representations to Plaza. As a result, in addition to any other remedies set forth herein and losses payable by Broker to Plaza hereunder, in the event Plaza is unable to sell a Loan into the secondary mortgage market or Plaza is required by or deems it advisable to repurchase a Loan from any party to whom a Loan has been sold because of any breach of this Agreement by Broker or fraud or misrepresentation in connection with a loan application, including without limitation, any event, action, inaction or breach on the part of Broker described in items (ii), (iii) or (iv) of Paragraph 9(a) above, or any misleading, false or erroneous statements or information that is contained in any document submitted with or included as part of the Loan application, Broker agrees that, upon request by Plaza, Broker shall be obligated to repurchase such loan from Plaza at the then outstanding principal balance of such Loan, plus any accrued and unpaid interest thereon at the rate set forth in the Loan documents.

(d) Broker's obligations to fully indemnify Plaza under this Agreement shall not be affected by Plaza or any third party taking or failing to take any of the following actions, with or without notice to Broker: (i) liquidation, repayment, retirement, or sale or resale of any Loan; (ii) foreclosure of any Loan; or (iii) sale or resale of the property securing a Loan.

(e) In addition to Broker's obligations to fully indemnify Plaza under this Agreement, including Broker's obligations set forth in Paragraph 9(c), Broker shall refund to Plaza any fees or compensation paid by Plaza to Broker in connection with a Loan in the event such Loan becomes the subject of an indemnity claim by Plaza.

10. Nondisclosure of Confidential Information. Each party recognizes that due to the nature of this Agreement, it may have access to the confidential or proprietary information of the other party. Each party agrees to hold the other party's confidential and proprietary information in strictest confidence and not to disclose it or allow it to be disclosed, directly or indirectly, to any person or entity, except as otherwise may be required by law or upon the prior written consent of such other party. Each party further agrees to return any confidential or proprietary information or other materials of the other party provided to it, together with any copies thereof, promptly upon the request of such other party or the termination of this Agreement. This paragraph shall survive the termination of this Agreement. Notwithstanding the foregoing, nothing herein shall be deemed to prohibit Plaza from disclosing information about Broker to appropriate federal, state or local authorities or agencies in the event of actual or suspected mortgage loan fraud or misrepresentation. Additionally,



both parties covenant that each has implemented and continues to maintain information security safeguards for customer information as required under the Gramm-Leach-Bliley Act.

11. Term and Termination. This Agreement will commence on the effective date set forth on the signature page hereto or, if this Agreement is submitted electronically as part of an online broker application, on the date Plaza notifies Broker of Plaza's acceptance of this Agreement, and shall continue until terminated. Either party may terminate this Agreement at any time with or without cause upon written notice to the other party hereto. Such termination shall be effective immediately upon receipt of such notice by the other party, unless a later date is specified in such notice. All representations, warranties, covenants, and obligations contained in or relating to this Agreement shall survive the termination of this Agreement, with the exception of those obligations set forth in Paragraph 1(a). The termination of this Agreement shall not affect any commitment made in writing by Plaza before such termination with respect to a loan application.

12. Election of Remedies. Plaza may pursue any and all remedies available to it in the event of a breach of this Agreement by Broker or fraud or misrepresentation in connection with a loan application. Plaza shall not be obligated to pursue any suit or claim against any third party or entity concerning any loan application, potential borrower, property, Broker or any other matter relating to this Agreement, including, without limitation, any title insurance carrier, mortgage insurance carrier, pool insurer, investor or borrower. Broker shall have full responsibility to pursue any such claim, if applicable. Any termination of this Agreement shall not constitute a waiver of Plaza's rights under this Paragraph 12.

13. Attorneys' Fees. If either party brings a suit or other proceeding against the other as a result of any alleged breach or failure by the other party to fulfill or perform any covenants or obligations under this Agreement, then the prevailing party obtaining final judgment in such action or proceeding shall be entitled to receive from the non-prevailing party the prevailing party's reasonable attorneys' fees incurred by reason of such action or proceeding and all costs associated with such action or proceeding incurred by the prevailing party, including the costs of preparation and investigation. In addition to the foregoing, in the event either party breaches this Agreement in any respect and the other party incurs attorneys' fees, costs and expenses in seeking to enforce performance of this Agreement other than by the bringing of any suit or other proceeding against the other party, whether by written demand or otherwise, the party seeking enforcement of the terms and conditions of this Agreement, including any indemnity obligations of a party, shall recover from the other party its reasonable attorneys' fees, costs and expenses incurred in connection with enforcing performance of the terms of this Agreement.

14. Arbitration. All claims, disputes and other matters as to which the parties disagree arising out of this Agreement or the interpretation or breach or alleged breach thereof shall be decided by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association or pursuant to JAMS' Arbitration Rules and Procedures in an arbitration proceeding held in San Diego, California. The arbitration can be administered by JAMS or by AAA. The choice of which rules or procedures to apply as well as the choice of which administrator to govern the arbitration proceedings shall be left to Plaza at its sole and absolute discretion. The award rendered by the arbitrator shall be final and judgment may be entered in accordance with applicable law and at any court having jurisdiction thereof. The arbitrator shall award the prevailing party that party's reasonable attorneys' fees and other expenses in accordance with Paragraph 13.

15. Entire Agreement; Amendment. This Agreement, together with the Electronic Signature Agreement and Consent to Electronic Communications ("Electronic Signature Agreement"), the Consent to Receipt of Facsimiles, and the Authorization to Obtain and/or Disclose Information About Broker and General Release, constitute the entire agreement between the parties hereto with respect to their subject matter and there are no representations, warranties or agreements between the parties that are not expressed herein or therein. This Agreement supersedes and replaces all prior understandings, negotiations, commitments, writings and agreements between the parties hereto, whether written or oral, express or implied, with respect to its subject matter. This Agreement may not be modified or amended except by a writing duly signed by the authorized representatives of each of the parties hereto.

16. Waiver. The rights and remedies of the parties to this Agreement are cumulative and not alternative. No party shall be deemed to have waived the exercise of any right that it holds hereunder unless such waiver is made expressly and in writing (and no delay or omission by any party hereto in exercising any such right shall be deemed a waiver of its future exercise). No such waiver by any party at any time shall be deemed a waiver of any other right hereunder. If any action by a party shall require the consent or approval of the other party, such consent or approval of such action on any

one occasion shall not be deemed a consent to or approval of such action on any subsequent occasion or a consent to or approval of any other action.

17. **Severability.** If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction (or, if applicable, an arbitrator), the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

18. **Assignment; Binding Effect.** This Agreement, and any amendment hereto, shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, executors, administrators, successors and permitted assigns. Notwithstanding the foregoing, this Agreement may not be assigned by either party without the prior written consent of the other party hereto.

19. **Expenses.** Each party shall bear its own expenses in connection with any services provided hereunder, unless otherwise agreed in writing.

20. **Governing Law.** This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of California, without regard to its conflicts of laws principles.

21. **Legal Representation.** Plaza and Broker acknowledge that this Agreement has been negotiated at arm's length and that each party has had the opportunity to obtain and consult with independent legal counsel with respect to the preparation, review and execution of this Agreement and each party has done so to the extent desired. Any rule of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against any party shall not apply to any construction or interpretation hereof.

22. **Relationship of Parties.** Nothing contained in this Agreement shall be construed to: (i) grant to Broker the power or authority to bind Plaza to any contract or obligation; (ii) empower Broker to act in the capacity of an officer, director, employee or agent of Plaza; (iii) constitute the parties as employees of, or partners or joint ventures with, each other; or (iv) grant any exclusive rights to Broker. Broker shall be solely responsible for the payment of all state and federal income taxes and other charges and assessments applicable to any consideration or other amounts payable to Broker by Plaza under the terms of this Agreement. Neither Plaza nor Broker shall be responsible for the other's compliance or failure to comply with any applicable laws, rules, regulations or ordinances.

23. **Notices.** All notices, consents, waivers, demands and other communications required or permitted by this Agreement shall be in writing and shall be deemed to have been duly given to a party upon personal delivery to the party to be notified or, seventy-two (72) hours after deposit with the United States Post Office and sent by registered or certified mail, or twenty-four (24) hours after deposit with a nationally recognized overnight courier service, or upon transmission by facsimile with confirmation of transmission by the transmitting equipment (a confirming copy of the notice shall also be delivered by one of the other methods specified in this paragraph), in each case postage prepaid and addressed to the party to be notified at the address or facsimile number indicated for such party below, or at such other address or facsimile number as such party may designate by ten (10) days advance written notice to the other party.

**PLAZA:** **Plaza Home Mortgage, Inc.**  
**4820 Eastgate Mall, Suite 100**  
**San Diego, CA 92121**  
**Telephone No.: (858) 346-1208**  
**Facsimile No.: (858) 677-6741**

**BROKER:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

24. **Parties in Interest.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or arising by reason of this Agreement on any persons other than the parties hereto and their respective

successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third person to any party to this Agreement, nor shall any provision give any third person any right of subrogation or action over or against any party to this Agreement.

25. Construction. The captions and headings contained in this Agreement are for convenience of reference only and are not to be considered in construing this Agreement.

26. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile shall be deemed to be their original signatures for all purposes. This Agreement may also be executed electronically in accordance with the terms and conditions set forth in the Electronic Signature Agreement.

27. 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 WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives effective as of the date first written below.

Effective as of: \_\_\_\_\_, 20\_\_

**PLAZA**

**Plaza Home Mortgage, Inc., a California corporation**

By: \_\_\_\_\_  
(Signature of Authorized Officer)  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address: 4820 Eastgate Mall, Suite 100  
San Diego, California 92121  
Telephone: (858) 346-1208  
Facsimile: (858) 677-6741

**BROKER**

\_\_\_\_\_  
(Company Name, if applicable)  
State of Formation (if applicable): \_\_\_\_\_  
By: \_\_\_\_\_  
(Authorized Company Owner Signature)  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

**I have Read, Understand and Agree to the Broker Agreement.**

X \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
(Signature) (Title) (Date)