

Become A Broker

This Application, Agreement and any additional documents must be completed by a duly authorized representative of the Broker/Company. This person would be the Broker, Owner, Officer or General Partner.

Step 1: Review, agree to and sign the Broker Agreement, Electronic Signature Agreement, Consent to Receive Facsmiles, Authorization to Obtain and/or Disclose Information about Broker and General Release, Loan Fraud Addendum, and the Broker Compensation Addendum. The Lender Sponsored FHA and/or Reverse Addendums may be signed if applicable.

Step 2: Complete Broker/Owner/Company Information, which includes background information about your Company.

Step 3: Complete the Office Information and License Detail Information sheets, including all licensing information for states in which you wish to do business.

Step 4: Complete Reference Detail Information.

Step 5: Complete, sign and attach the W-9 form. If you wish to close VA loans with Plaza Home Mortgage, complete the Application for Veteran's Administration Agent Affiliation form and enclose a \$100 check made out to Plaza Home Mortgage, Inc. for the annual VA fee.

Step 6: The completed application package may be mailed or faxed to the Broker Approval Department of Plaza Home Mortgage, Inc. at the address and/or number shown below.

Step 7: Additional documents to be faxed to Plaza:

- Corporation or LLC a Certified copy of the Corporate Resolution is required.
- Partnership a copy of the Partnership Agreement is required.
- Resumes of all principals and broker of record (if applicable) if company has been in business for < 1 year
- IBIS Software Request Form (if Reverse Addendum is completed and applicant would like to do reverse business with Plaza)

Client Services Department

Plaza Home Mortgage, Inc. 4820 Eastgate Mall, Suite 100 San Diego, CA 92121 858.346.1208 Office 858.677.6741 Fax clientservices@plazahomemortgage.com

Thank you for your interest in becoming a broker of Plaza Home Mortgage, Inc. We look forward to providing you with the best service a wholesale lender can provide! A Plaza representative will contact you soon regarding your application, company ID and login information.

Please note that your application could be rejected for missing documentation, completion by an unauthorized party, or information obtained through third party verifications.

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. 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. <u>Information about Broker</u>. 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; (iv) 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 (v) such other information about Broker and its business as Plaza may reasonably request from time to time.

- 3. <u>Submission of Loan Applications</u>. For each and every loan application submitted or to be submitted by Broker to Plaza for approval, Broker hereby agrees, prior to such submission, to:
- (a) Verify the veracity of the information submitted in the loan application, including, but not limited to, verifying the identity of the parties to the loan application, their social security numbers, address, employment, assets and income:
- (b) Obtain all necessary appraisals with respect to the property that is to be the security for the loan from a nationally-recognized, fully-licensed, independent appraiser(s) or from a fully-licensed, independent appraiser(s) whose appraisal is verified by an initial appraisal or field review provided by Broker to Plaza at Broker's expense;
- (c) Obtain all necessary credit reports with respect to the potential borrowers from reputable independent credit reporting agencies;
- (d) Verify that the procedures, eligibility requirements, forms and other aspects of the loan application are in accordance with the requirements of the Federal National Mortgage Association and/or Federal Home Loan Mortgage Corporation, and are in compliance with all applicable federal, state and local laws, rules, regulations and ordinances including, without limitation, the Truth-in-Lending Act, Regulation Z, the Real Estate Settlement Procedures Act, Regulation X, the Fair Credit Reporting Act, the Fair and Accurate Credit Transactions Act (FACTA), the Home Mortgage Disclosure Act, the Community Reinvestment Act, the Equal Credit Opportunity Act and regulations thereunder, the Fair Housing Act, the Federal Housing Administration's (FHA's) Tiered Pricing Rule, and the Consumer Credit Protection Act. Broker agrees to include written evidence of such compliance with each loan application submitted to Plaza by Broker;
- (e) Make prompt, timely, full, accurate and truthful disclosure to Plaza of all information and documentation that Broker may know, suspect or have notice of, relating to the application, the borrower(s), or the security for the loan, or that could affect or has affected the validity, collectibility, collateral value, security or enforceability of any loan submitted by Broker for funding by Plaza. Such obligation of Broker shall continue after the submission of the loan application to Plaza; and
- (f) Perform such other acts as would be reasonable or advisable under the circumstances to confirm the accuracy and authenticity of the application and the information provided therein and to ensure the absence of any fraud, misrepresentation, or erroneous statements in connection with such application on the part of the borrower(s) or any third party.

In addition to the foregoing, Broker agrees to promptly submit to Plaza all information Plaza may request from time to time with respect to an application. The contents of all loan applications and other information submitted to Plaza shall become the property of Plaza upon funding of the loan.

4. 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.

- 5. <u>Representations and Warranties of Broker</u>. 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) <u>Organization and Good Standing</u>. 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) <u>Enforceability</u>: 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) <u>Licenses; Compliance with Laws</u>. 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) <u>No Conflict</u>. 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) <u>Submission of Loan Applications</u>. 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 Paragraph 3; (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) <u>Absence of Claims</u>. 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) <u>Control of Documents</u>. 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.
- 6. <u>Compensation</u>. 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 and ordinances 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.
- 7. <u>Right to Offset</u>. 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.
- 8. <u>Prepayment</u>. If any loan submitted by Broker to Plaza shall be prepaid in full before the receipt of six (6) scheduled monthly payments as a result of a refinance transaction in which Broker is involved, then Broker shall promptly refund to Plaza, upon demand therefore, the amount of any "service release premium" and/or "yield spread premium fee" (as those terms are defined for federal disclosure purposes) previously paid to Broker by Plaza with respect to such loan. The obligation of Broker set forth in this Paragraph 8 shall apply regardless of whether Plaza is involved in the subsequent refinance transaction.
- 9. <u>Mortgage Fraud.</u> 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 10 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.

10. <u>Indemnification</u>.

(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 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 venturer, 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 is not in the business of servicing loans and that to the extent Plaza funds a loan it does so with the intent to sell the loan into the secondary mortgage market. 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 10(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 10(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.
- 11. <u>Nondisclosure of Confidential Information</u>. 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.
- 12. <u>Term and Termination</u>. 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.

- 13. <u>Election of Remedies</u>. 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 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.
- 15. <u>Arbitration</u>. 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 14.
- 16. 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.
- 17. <u>Waiver</u>. 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.
- 18. <u>Severability</u>. 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.

- 19. <u>Assignment; Binding Effect</u>. 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.
- 20. <u>Expenses</u>. Each party shall bear its own expenses in connection with any services provided hereunder, unless otherwise agreed in writing.
- 21. <u>Governing Law.</u> 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.
- 22. <u>Legal Representation</u>. 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.
- 23. <u>Relationship of Parties</u>. 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 venturers 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.
- 24. <u>Notices</u>. 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 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 days advance written notice to the other party.

Plaza Home Mortgage, Inc.

	4820 Eastgate Mall, Suite 100 San Diego, CA 92121	
	Telephone No.: (858) 346-1208	
	Facsimile No.: (858) 677-6741	
BROKER:		

PLAZA:

- 25. <u>Parties in Interest.</u> 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.
- 26. <u>Construction</u>. The captions and headings contained in this Agreement are for convenience of reference only and are not to be considered in construing this Agreement.
- 27. <u>Counterparts.</u> 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.
- 28. <u>Further Assurances</u>. 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.

[Signature page to follow]

IN WITNESS WHEREOF, the parties here	eto have caused this Agreem	nent to be
executed by their respective duly author	rized representatives effective	ve as of the date
first written below.		
Effective as of:	, 20	
PLAZA		
Plaza Home Mortgage, Inc.,		
a California corporation		
Ву:		
(Signature of Authorized Officer) Printed Name:		
Title:		
Address: 4820 Eastgate, 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 F	Broker
<u>-</u>		
Agreement.		
X		
(Signature)	(Title)	(Date)

ELECTRONIC SIGNATURE AGREEMENT AND

CONSENT TO ELECTRONIC COMMUNICATIONS Effective as of October 6th, 2004

1. Electronic Signatures.

You consent and agree that your use of a key pad, mouse or other device to select an item, button, icon or similar act/action while using any electronic service offered by Plaza Home Mortgage, Inc., a California corporation ("Plaza" or "we," "our" or "us"), or in accessing or making any transactions regarding any agreement, acknowledgement, consent, terms, disclosures or conditions constitutes your signature, acceptance and agreement as if actually signed by you in writing. Further, you agree that no certification authority or other third party verification is necessary to the validity of your electronic signature, and that the lack of such certification or third party verification will not in any way affect the enforceability of your signature or any resulting contract between you and Plaza.

2. E-Mail Communications.

You acknowledge and agree that the Internet is considered inherently insecure. Therefore, you agree that we have no liability to you whatsoever for any loss, claim or damages arising or in any way related to our response(s) to any e-mail or other electronic communication, which we in good faith believe you have submitted to us. We have no duty to investigate the validity or to verify any e-mail or other electronic communication, and we may respond to an e-mail at either the address provided with the communication, the e-mail address provided to Plaza on its website, or any other written communication actually received by us. Although having no obligation to do so, Plaza reserves the right to require authentication of e-mails or electronic communications. The decision to require authentication is in the sole discretion of Plaza. Plaza will have no obligation, liability or responsibility to you or any other person or company if Plaza does not act upon or follow any instruction to us if a communication cannot be authenticated to our satisfaction. Further, Plaza may not immediately receive e-mail communications that you send. Also, we will not take action based on e-mail requests until we actually receive your message and have a reasonable opportunity to act. We reserve the right to require any notices from you be submitted to us in writing, as set forth in the terms of the Broker Agreement, and we may refuse to send certain information through unsecured e-mail communications.

3. Consent to Other Electronic Communications.

Unless you specifically instruct us otherwise, if you contract with Plaza electronically or otherwise request documentation or disclosures electronically, you specifically consent and agree that we may provide all disclosures, agreements, contracts, periodic statement, receipts, notices, modifications, amendments, and all other evidence of our transactions with you or on your behalf electronically. Unless otherwise required by applicable law, you agree that any such electronic communications will be given the same legal effect as written, signed paper communications. You agree that electronic copies of communications are valid, and you will not contest the validity or admissibility of the original or copies, absent proof of altered data or tampering.

Upon Plaza's request, you agree to manually sign or place your signature on any paper original of any electronic record or communication provided to you containing your electronic signature.

4. Liability for Loss or Erroneous Data.

Each party will bear the liability or the risk of any error or loss of data, information, transactions or other losses, which may be due to the failure of their respective computer system or third party communications provider on which each party may rely. Plaza shall have no liability to you for any damage or other loss, direct or consequential, which you may incur by reason of your use of your computer system. Furthermore, Plaza is not responsible for any electronic virus, or viruses, worms, Trojan horse, or other harmful or intrusive components that you may encounter through your connection to the Internet or Plaza's website.

5. Amendment.

We may amend this Electronic Signature Agreement by giving you notice at least 30 days in advance of the effective date of the amendment, unless such change or amendment is otherwise required by applicable law. Your continued use of Plaza's services shall be deemed your agreement to the amendment(s).

6. Choice of Law.

This Electronic Signature Agreement shall be governed by and interpreted under the laws of the state of California and applicable federal law. 7. Effect of Clicking "Agree" Button Below. You acknowledge and agree that by clicking on the "Agree" or similar button below, you, on behalf of Broker, are indicating your intent to sign this Electronic Signature Agreement and that it shall constitute your signature. Further, by clicking on the "Agree" or similar button below, you, on behalf of Broker, are making the following representations and warranties to Plaza:

- (i) You have reviewed this Electronic Signature Agreement, as well as the Broker Agreement ("Broker Agreement") and the Authorization/Release for Businesses and Individuals ("Authorization") on Plaza's website.
- (ii) You understand the terms and conditions of this Electronic Signature Agreement and such Broker Agreement and Authorization and you agree to abide by such terms and conditions.
- (iii) You specifically agree to the use of electronic records evidencing your acceptance of the terms of this Electronic Signature Agreement, the Broker Agreement and the Authorization.
- (iv) You acknowledge and understand that the Broker Agreement shall not be deemed effective or accepted by Plaza unless and until you receive notification from Plaza indicating it's acceptance of the Broker Agreement, which notification you agree may be in electronic form.
- (v) You are a duly authorized representative of Broker, with full power and authority to execute this Electronic Signature Agreement, the Broker Agreement and the Authorization on behalf of Broker.

I have Read, Understand and Agree to the Terms of

X	, -	
(Signature)	(Title)	(Date)
CONSENT TO RECEIPT OF FACSI	MILES FROM PLAZA HOME M	ORTGAGE, INC.
In an effort to keep us informed of the products offered by Plaza Home More Plaza Home More Plaza Home More More Inc. send us may include information on loan promay be considered a solicitation or signing below, we specifically authore facsimiles to the below designated receive face.	rtgage, Inc., it will be beneficial that information by facsimile. Toducts, loan pricing, or other infoadvertisement under federal and rize Plaza Home Mortgage, Inc. numbers.	to us to have he facsimiles ormation that d state laws. By to send us
Authorized by (Printed Name)		
Signature		
TitleName of Company		
I have Read, Understar the Consent to Receipt Mortgage, Inc.	_	
X		

AUTHORIZATION TO OBTAIN AND/OR DISCLOSE INFORMATION ABOUT BROKER AND GENERAL RELEASE

Broker acknowledges that it is in the best interest of both Broker and PLAZA HOME MORTGAGE, INC., a California corporation ("Plaza"), for Plaza to perform certain due diligence concerning Broker's background and experience and the background and experience of Broker's employees. Broker further acknowledges that Broker benefits from the efficiencies in the due diligence process that are possible when Plaza and other similarlysituated entities in the mortgage industry exchange information about their experience in doing business with individuals and companies such as Broker. Therefore, Broker hereby expressly authorizes, consents and gives Plaza permission to investigate the background and experience of Broker and its employees and to verify all information Plaza deems necessary in connection with Broker's application to become an approved broker by any means, including, without limitation, the submission of Broker's name and the names of any and all employees of Broker for screening through any and all mortgage industry background databases, including, without limitation, databases operated by Mortgage Asset Research Institute, Inc., such as the Mortgage Industry Data Exchange ("MIDEX"). Broker understands that Plaza performs quality control reviews of the loans that Broker submits to Plaza for information about any loan application that is believed to contain misrepresentations and/or irregularities. Broker agrees and gives its consent that it and its employees may be named as the originating entity or loan officer on such loans, whether or not Broker or its employees are implicated in the misrepresentations and/or irregularities. Broker represents that it has obtained any and all consents of its employees necessary to permit Plaza to take the actions contemplated by this authorization. Broker hereby releases and agrees to hold harmless Plaza, Mortgage Asset Research Institute, Inc. or any and all mortgage industry background databases utilized by Plaza, all MIDEX or similar system subscribers, and any trade associations that endorse the MIDEX system or similar systems, and their respective officers, directors, shareholders, employees, and agents, from any and all liability for damages, losses, costs and expenses (including reasonable attorneys' fees) that may arise as a result of this authorization and/or from the obtaining, reporting or use of any information obtained or submitted by Plaza including, without limitation, any information obtained from or submitted by Plaza or any other MIDEX or similar system subscriber to Mortgage Asset Research Institute, Inc. or other similar mortgage industry background databases, recorded in the MIDEX or similar system, and used in any way by Plaza or any other MIDEX or similar system subscriber.

I have Read, Understand and Agree to the Terms of
the Authorization to Obtain and/or Disclose Information
About Broker and General Release

X	,	
(Signature)	(Title)	(Date)

ADDENDUM TO BROKER AGREEMENT LOAN FRAUD PREVENTION NOTICE

It is the policy and intent of Plaza Home Mortgage, Inc., a California corporation to support the elimination of mortgage loan fraud and misrepresentation within the residential lending industry. Broker/Companies are hereby advised that they bear responsibility for all actions performed in the course of business by their respective employees.

THE SUBMISSION OF A LOAN APPLICATION CONTAINING FALSE OR MISREPRESENTED INFORMATION IS A FEDERAL CRIME.

Although fraud or negligent misrepresentation may be perpetrated in many ways, some of the most common examples are provided below:

Submission of inaccurate information, including false statements on loan application(s) and falsified documents relating to credit, employment, deposit, and asset information including information concerning identity, inaccurate, false or inflated appraisals, ownership information, and title to real property.

Forgery or misrepresentation of partially or predominately accurate information that is misleading.

Misrepresentation of occupancy or intent to occupy as a primary residence, as agreed within the security instrument.

Lack of due diligence or concern by the Broker/Company, loan officer, interviewer or processor including failure to obtain or divulge all information required by the application and/or failure to request further information as dictated by the applicant's response to other inquiries or documentation.

Acceptance of information or documentation which is known or suspected to be inaccurate or fraudulent; or acceptance of information or documentation which should be known or suspected of being inaccurate or fraudulent. This could include simultaneous or consecutive processing of multiple owner-occupied mortgage loans for an individual applicant or permitting an applicant or interested third party to assist and participate in the processing of the loan.

Failure of the Broker/Company to disclose any relevant or pertinent information regarding the loan application or loan applicant.

CONSEQUENCES OF LOAN FRAUD AND/OR MISREPRESENTATION

The consequences of loan fraud and/or misrepresentation are wide ranging and costly. Plaza Home Mortgage, Inc. is obliged to accurately underwrite its mortgage loans. Fraudulent mortgage loans damage Plaza Home Mortgage, Inc. and it's Broker's/Companies' reputations in the industry and impair relationships with mortgage investors and insurers. Plaza Home Mortgage, Inc.'s policy is to vigorously pursue any and all remedies available to it in the event of fraud or misrepresentation.

The potential consequences to those who participate in fraud or misrepresentation can be even more severe. Such consequences include, but are not limited to the following:

Broker/Company and/or Applicant Perpetrated:

Our policy is to refer any fraud to the appropriate-state or federal prosecutor, and/or to Petition for revocation of mortgage broker's or lender's licenses; and/or to initiate a civil action by Plaza Home Mortgage, Inc. for any and all damages and relief as appropriate; Civil action by applicant and/or other parties to the transaction; the Broker/Company can lose its approved status with Plaza Home Mortgage, Inc.; The Broker/Company may experience an inability to gain correspondent approval with other entities caused by the publication of legally permissible information by entities such as mortgage insurers, FNMA, FHLMC, GNMA and other secondary investors, police agencies, state and federal regulatory agencies and others as the result of Plaza's reporting obligations; Inclusion on HUD's Limited Denial of Participation listing and FHLMC's exclusionary list.

Applicant Perpetrator:

The borrower's debt can be accelerated. Acceleration of debt as allowed by the mortgage or Deed of Trust. For example, the FNMA/FHLMC uniform Deed of Trust states: "Borrower shall also be in default if the borrower, during loan application process, gave materially false or inaccurate information or statements to lender (or failed to provide lender with material information) in connection with the loan evidenced by the note, including, but not limited to representations concerning Borrowers' occupancy of the property as a principal residence."; Our policy is to refer any fraud to the applicable state or federal prosecutor; Additional civil action by Plaza Home Mortgage, Inc.; Civil action by other parties to the transaction such as the real estate agent or broker; The borrower can be required to forfeit his/her professional license or bonding; the borrower can experience adverse long term effects on his/her credit history. Plaza Home Mortgage, Inc. will consider and vigorously pursue any and all remedies available to it in the event of mortgage loan fraud or misrepresentation regardless of whether the discovery of the fraud or misrepresentation is prior to, or after, loan closing and funding.

This policy addendum is incorporated into the Broker/Company Agreement by and between Plaza Home Mortgage, Inc. and Broker/Company and survives any termination of such Agreement. This Addendum supplements and does not replace any portion of the Broker Agreement.

Broker/Company and DBA Name
By:
Authorized Broker/Owner/Officer
Printed Name
Title
Address, City & State

ADDENDUM TO BROKER AGREEMENT BROKER COMPENSATION

The purpose of this Addendum to is to implement the new federal rules concerning compensation to third party loan originators, such as Broker. In all respects, this Addendum incorporates by reference and supplements but does not change the Broker Agreement between Plaza Home Mortgage, Inc. ("Plaza") and Broker.

For all loans submitted on or after April 1, 2011, Brokers doing business with Plaza will be able to:

- Receive compensation from either the borrower or the lender, but not both.
- Receive compensation based on a fixed percentage of the loan amount.
- > Predetermine the level of compensation received from the lender on all loans.
 - o Compensation levels may be renegotiated quarterly for the next period.
- > Choose between multiple basis point compensation levels which best meet your business needs.

Mortgage brokers must present loan options to the borrowers so as to avoid "steering" the borrower to a particular term or product in order to increase the originator's compensation. The regulation provides a safe harbor to facilitate compliance with the anti-steering requirement. The safe-harbor is satisfied if:

- > The consumer is presented with loan options for each type of transaction with which the consumer has expressed an interest; and
- The loan options presented include:
 - o The lowest interest rate for which the consumer qualifies;
 - o The lowest points and origination fees; and
 - The lowest rate for which the consumer qualifies for a loan with no risky features, such as a balloon payment, prepayment penalty or negative amortization.

Plaza reserves the right, consistent with the new federal rules regarding compensation of third party originators, such as Broker, to amend, alter, change, renegotiate and/or review the terms set forth above at intervals permitted by law.

By signing this Addendum, Broker agrees and attests to their compliance to the terms as set forth above. Additionally, Broker reaffirms their compliance to the applicable state and federal laws and regulations for each loan submitted to Plaza on or after April 1, 2011.

Broker/Company and DBA Name		
By:		
Authorized Broker/Owner/Officer		
Printed Name		
Title		

ADDENDUM TO BROKER AGREEMENT LENDER SPONSORED FHA APPROVAL

HUD has announced the elimination of FHA's approval of loan correspondents. FHA Approved Direct Endorsement lenders must assume full responsibility to ensure a sponsored loan correspondent adheres to FHA's loan origination and processing requirements. Plaza will now begin accepting broker applications for brokers who were not previously FHA-approved brokers. Brokers not previously approved by FHA or brokers who were previously FHA-approved but did not complete their recertification in time will need to abide by the terms of this addendum ("Addendum") entered into between Plaza Home Mortgage, Inc. ("Plaza") and the company identified below on the signature line (the "Broker").

RECITALS

- A. All capitalized terms in this Addendum not defined here will have the meaning given in the Agreement. In addition to submitting all information required to undergo Plaza's standard broker approval process, should Broker wish to become approved to originate FHA mortgage loans with Plaza, it will need to furnish Plaza with the following information:
 - (a) Completed request form furnished to Broker by Plaza;
 - (b) Proof, the sufficiency of which shall be made at Plaza's sole and absolute discretion, of Broker's completion of FHA training or of Broker's previous FHA approval/experience;
 - (c) Detail of FHA origination experience (if any) including, but not limited to origination volume (both in dollar volume and units originated);
 - (d) Broker's Federal Tax Identification Number (if applicable); and
 - (e) Current NMLS registration number.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions contained in this Addendum and collectively, to the 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. Additional Broker Representations and Warranties.
- (a) Neither Broker nor any of its employees is or has been placed on the Limited Denial of Participation (aka "LDP") List. Should Broker become aware that either it or one of its employees will be placed on said list, Broker agrees to cease all FHA origination activities with Plaza and notify Plaza within five (5) business days from the date it becomes aware that it or one of its employees has been placed or will be placed on the LDP List.
- (b) Broker has not received any negative reporting on CAIVRS. Should Broker become aware that it has been subject to any negative reporting on CAIVRS, Broker agrees to notify Plaza within five (5) business days from the date it becomes aware that said reporting has occurred or will occur in the future.
- (c) Broker has not and is not in the process of being indicted, pleading guilty or otherwise admitting to any direct or indirect participation in any malfeasance involving or associated with the real estate or mortgage loan industry.
- (d) Broker remains in compliance with all mortgage loan-related laws, regulations, guidelines or standards including, but not limited to all HUD Mortgagee Letters, FHA guidelines and the SAFE Mortgage Licensing Act.

- (e) Broker is not and has not been subject to any unresolved findings as the result of any regulatory investigation including, but not limited to investigations conducted by HUD.
- (f) This Addendum is in addition to and does not change the terms of the Agreement, except as required to integrate the provisions of this Addendum. Lender and Broker may execute this Addendum in counterparts, each of which will be deemed an original and taken together, will constitute one and the same document.
- (g) Broker covenants to adhere to all policies and procedures established by Plaza including, but not limited to, Plaza's policy regulating maximum allowable points and fees. All Plaza's policies and procedures are subject to change at Plaza's sole and absolute discretion.

PLAZA HOME MORTGAGE, INC.
Ву:
Date:
Title:
BROKER (print legal name):
Ву:
Date:
Title:

ADDENDUM TO BROKER AGREEMENT REVERSE MORTGAGE LOANS

If Broker submits prospective reverse mortgage loan files to Plaza on behalf borrowers for consideration by Plaza to provide the funding of acceptable reverse mortgage loan files, then the terms of this Reverse Mortgage Loan Addendum ("Addendum") will apply in addition to the terms of the Broker Agreement ("Agreement") between Plaza Home Mortgage, Inc. ("Plaza") and the company identified below on the signature line (the "Broker").

RECITALS

- A. All capitalized terms in this Addendum not defined here will have the meaning given in the Agreement. Any reference to "mortgage loan files" or any other phrase descriptive of loan applications or supporting documentation submitted by Broker to Plaza for funding consideration under the Agreement and this Addendum will also include the following:
 - (a) Residential reverse mortgage loans subject to insurance by the Federal Housing Administration ("FHA") under FHA's Home Equity Conversion Mortgage program (a "HECM" loan); and
 - (b) any other residential reverse mortgage loan program made available to Broker by Lender, or any proprietary loan products of Lender any affiliate.
 - B. The loans described above are also known as "Reverse Mortgage Loans."

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions contained in this Addendum and collectively, to the 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. Additional Broker Representations and Warranties.

- (a) Broker agrees to comply with all applicable state and federal requirements, rules, and regulations regarding Loan Correspondents. With regard to each Reverse Mortgage Loan submitted to Plaza, Broker has complied with each HUD requirement, rule, and regulation governing the origination of HECM loans, including without limitation those governing borrower counseling requirements, and disclosures relating to the total annual loan cost, loan program comparisons, loan amortization schedules, adjustable rate mortgage program disclosures, principal limit lock procedures, and a Good Faith Estimate of closing costs.
- (b) Broker agrees to fully cooperate with Plaza to cure any deficiency required by HUD to be cured before it will issue a Mortgage Insurance Certificate for HECM loan, or required by one of Plaza's investors before it will purchase any Reverse Mortgage Loan. Broker's cooperation may include, without limitation, assistance with obtaining additional information from the borrower or third parties, explanation of document corrections to borrower, and assistance to borrowers with execution of corrected documents.
- (c) This Addendum is in addition to and does not change the terms of the Agreement, except as required to integrate the provisions of this Addendum. Lender and Broker may execute this Addendum in counterparts, each of which will be deemed an original and taken together, will constitute one and the same document.

[Signature page to follow]

PLAZA HOME MORTGAGE, INC.
By:
Date:
Title:
BROKER [print legal name]:
Ву:
Date:
Title:

Broker/Owner Information

* Indicates required field. What Plaza branch would you like to work with? ______ Who is your Account Executive at Plaza who referred you? If you do not have an Account Executive, please write "none". Broker/Owner/Principal Information (please list all principals totalling 100% of ownership) First Name * _____ Middle Last Name * Date of Birth (##/#####) * ______ Mobile Number (###-###-###) * ______ Social Security Number * % Ownership * Last Name * Social Security Number * ______ % Ownership * _____ Middle _____ Last Name * _____ Social Security Number *

% Ownership * _____

* Does the Broker/Company or its Principal have any affiliated entities/ businesses/ service providers (an affiliated entity or business includes any entity or business under common			
ownership or Control)?	Yes No		
Name of Affiliate	Service Provided	<u>Address</u>	

Taxpayer Identification

* Indicates required field.

Business Type * (please circle one)

Individual/Sole Proprietor

Corporation LLC
Partnership
Bank/Credit Union
Other (please specify)
Tax Identification Number / EIN *
<u>Compensation</u>
* Compensation is based on established terms negotiated between the broker and Plaza that will remain in effect for a quarterly period.
$\ensuremath{^*}$ The compensation will be based on a set percentage of the loan amount and cannot vary from one transaction to another.
* The quarterly compensation amount will be used for all loans sent to Plaza where lender paid compensation is selected and will be set up prior to registering loans.
* The consumer cannot pay any compensation to the broker or any loan originator on a lender compensated transaction.
* The broker/loan originator cannot reduce the lender paid compensation amount by offering concessions or paying for tolerance violations.
* The broker must establish compensation agreements with its loan officer(s) that comply with the Final Rule.
*Plaza Home Mortgage, Inc. caps compensation at 300 bps and \$20,000.
*If the compensation section below is not completed you will be placed in the 200bps with a \$0 minimum and \$20,000 maximum tier (default tier).
Please set my compensation at% Plus (+) with the

minimum at \$ _____ and the maximum at \$ _____

Office Information

Please provide background information about your company. This page must be completed by the Broker/Owner/Officer or someone with signature authority for your company. If the company is a Corporation or LLC, you must submit a Corporate Resolution to Plaza Home Mortgage verifying that authority.

Indicates required field	
Legal Name *	
DBA *	
Address *	
City *	
State *	Zip Code *
County *	
Office Phone *	Office Fax *
Broker/Officer email address *	
Company NMLS# *	
FHA ID# (former number if applicable)	
VA ID#	
Email Address(s) for rate sheet distribution:	
Who will be your company administrator for the Plaza V Your administrator will be responsible for user logins, p	
Name	
Title	
Email	
Phone	
Fax	
Does the Broker/Company or Corporation have insuran General Liability or other? * No	ce coverage, either Errors and Omissions,
Yes Policy Number Carrier	Policy Limits
Does applicant operate branch offices in multiple states	?

V	NI.	4	/ I		-:	_ \
Yes	No	•	D	lease	circi	e)

If yes, would applicant prefer any branches added to be represented by an Account Executive at the closest Plaza branch, or the previously selected Plaza Account Executive to represent all branches added?

Local Represe	entation	One Plaza AE	*(<u>please circle)</u>	
Years Firm in Business *				
Number of Branch Office	s *			
Number of Loan Officers				
Monthly Funded Dollar V Monthly Volume Units *				
Monthly volume offics				
Conventional Agency				
*	%			
Percent Government				
*	%			
Percent Jumbo/Niche				
*	%			
	originations	or servicing in any a	audit or examination of	r substantial adverse finding conducted by FHLBB, FHLM s?
□ Yes □ No				
If yes , please provide a	written respo	onse regarding the s	ituation.	
Do you uso a Loan Soars	sh and Drisins	r Engine to obtain d	oily pricing from your	wholocale partners?
Do you use a Loan Searc	.ii aliu Priciliy	g Engine to obtain d	any pricing from your	wholesale partilers:
☐ Yes ☐ No Name of engine/service:				
Services your company of			le)	
Fannie Mae DO/DU	_	Central	Freddie Mac LP	
Fannie Mae DO/DU	AU	Central	Freddie Mac LP	
		<u>License D</u>	<u>etail</u>	
•		•	icate number or chart here your company c	• • • • • • • • • • • • • • • • • • • •
* Indicates requ	ired field.			
Company/Broke	· Name *			
License Type *(point	<u>lease</u>	Mortgage Broker		

	Mortgage Banker
	Mortgage Lender
	Federal Charter
	State Charter
	Individual
	N/A
License #/Cert #/Charter # *	
State *	
Expiration Date *	

Reference Detail

Please provide the Lender's company name, contact person, phone number and address of the references for your company.

IMPORTANT: You must enter at least **three** References to have your application processed successfully.

1. Company *
Contact: *
Contact email: *
Phone Number (###-####): *
Company Address:*
Company Address:*
2. Company *
Contact: *
Contact email: *
Phone Number (###-####): *
Company Address:*
(Please include address, city, state, and zip code)
3. Company *
Contact: *
Contact email: *
Phone Number (###-####): *
Company Address:*
(Please include address, city, state, and zin code)