



Broker Approval Checklist

Welcome to All Home Lending Wholesale!

In order for us to process your Broker Application in a timely manner, please provide the following items / information:

- Broker Company Description
- Broker Disclosures
- Broker Agreement
- Loan Fraud Zero Tolerance Disclosure
- Company Contact List to include all Executives, Principals, Loan Officers, and Processors that will need a broker login to our loan origination system and processing software.

Thank you for your assistance. We look forward to a successful partnership.

AHL Account Executive

Broker Company Description

Type of Company: (check all that apply)

<input type="checkbox"/> Mortgage Broker	<input type="checkbox"/> Mortgage Banker	<input type="checkbox"/> Commercial Bank
<input type="checkbox"/> Credit Union	<input type="checkbox"/> State Chartered Savings	<input type="checkbox"/> Federally Chartered Savings
Other: _____		

Entity Structure Description: (check all that apply)

<input type="checkbox"/> Corporation	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Limited Liability Company
<input type="checkbox"/> General Partnership	<input type="checkbox"/> Limited Partnership	<input type="checkbox"/> Limited Liability Partnership
Other: _____		

Broker Company Name:			
Broker Corporate Street Address:			
City:	State:	Zip:	Main Phone: ()
Broker Company Mailing Address: (if different from Corporate)			
City:	State:	Zip:	
Broker Company Website:			
Contact Information for Oversight of Broker Application:			
Name:	Title:	Phone: ()	Email:
Broker Company Corporate Phone: ()		Email:	
Organization Date: _____		Federal Tax ID: _____	
State of Organization/Incorporation: _____		Company NMLS #: _____	
Owner(s)	Percentage of Ownership		
<i>***Additional Owners (Attach as Exhibit A)</i>			

Broker Company Description

(continued)

List all DBA(s): (if applicable) Include copies of any DBA/fictitious business name filings and state licenses

Officers

CEO		
Name:	Phone:	Email:
President		
Name:	Phone:	Email:
COO		
Name:	Phone:	Email:
CFO		
Name:	Phone:	Email:
Loan Production		
Name:	Phone:	Email:
Operations		
Name:	Phone:	Email:
Secondary Marketing		
Name:	Phone:	Email:
Quality Control		
Name:	Phone:	Email:
Vendor Relations Manager		
Name:	Phone:	Email:
Name:	Phone:	Email:

General Certifications:

The undersigned declares that, to the best of his/her knowledge, the statements set forth herein are true. AHL (and its subsidiaries and/or affiliates) is hereby authorized to obtain verification of any information provided herein.

Officer Signature: _____ Date: _____

Officer Name: _____

Officer Title: _____

Officer Signature: _____ Date: _____

Officer Name: _____

Officer Title: _____

Broker Disclosures

1. Has your company ever been suspended from selling or servicing mortgages by an investor?
 Yes No If yes, please provide explanation:

2. Has your company, and/or principals or corporate officers, been named as defendant in a lawsuit for alleged fraud or misrepresentation in connection with any real estate related activity?
 Yes No If yes, please provide explanation:

3. Has your company ever been involved or is currently involved in any litigation?
 Yes No If yes, please provide explanation:

4. Has your company, and/or principals or corporate officers, been named as defendant in a criminal proceedings/complaint/conviction for alleged fraud or misrepresentation in connection with any real estate related activity?
 Yes No If yes, please provide explanation:

5. Has your company, and/or principals or corporate officers, filed for protection from creditors under any provision of the bankruptcy laws within the past seven years?
 Yes No If yes, please provide explanation:

6. Has your company and/or principals or corporate officers ever had a real estate or other professional license suspended, revoked, or received any other disciplinary action from a regulatory agency?
 Yes No If yes, please provide explanation:

7. Has any lender enforced, or attempted to enforce, the Hold Harmless or Repurchase clause of their correspondent or broker agreement with your company and/or any principals or corporate officers?
 Yes No If yes, please provide explanation:

For the purpose of inducing lenders to provide financing for customers of the undersigned, I (we) certify the above information to be true and correct. The undersigned declares that the foregoing information and all accompanying information are true to the best of his/her knowledge and belief.

Broker/Owner/Corporate Officer Signature

Date



ALL HOME LENDING
PREFERRED MORTGAGE BANKER

Broker Agreement

THIS AGREEMENT is dated _____ 201__ by and between All Home Lending, Inc. ("LENDER"), and _____ (company name) The parties desire to enter into this AGREEMENT to set forth the terms of their relationship. NOW, THEREFORE, in consideration of the mutual agreements of the Lender and Broker, the parties agree as follows:

The Broker may deliver to the Lender and application for a Loan from an Applicant with the request that the Lender accept the Application and close the Loan in the Lender's name. The Application shall be on a Uniform Residential Loan Application and shall be accompanied by an Underwriting Transmittal Summary. The Broker will deliver to the Lender such records and information as the Lender may request in evaluating the Application. It is the responsibility of the Broker to assure that all necessary consents have been received from the Applicant to transmit credit information and the Application to the Lender. The Lender may choose to accept or decline the Application in the Lender's sole discretion, or the Lender may offer other loan products to the Applicant. If the Lender declines to accept the Application, the Lender will give the Applicant such notices as may be required by law that the Application has been denied. If the Lender decides to accept the Application, any obligation of the Lender to close the Loan will be subject to the Lender's normal standards of creditworthiness and collateral evaluation

WHEREAS, AHL is a mortgage lender that originates and funds residential mortgage loans for portfolio and / or sale to investors in the secondary market;

WHEREAS, Broker assists perspective borrowers in locating residential mortgage lenders to finance the purchase and refinance of residential property;

WHEREAS, Broker assists prospective borrowers in completing and processing loan applications, and evaluates such applications for consideration and review by various residential mortgage lenders;

WHEREAS, AHL and Broker desire to enter into a nonexclusive relationship under which Broker may submit such loan applications and supporting documentation to AHL from time to time for its consideration; and

WHEREAS, AHL desires to consider making loans secured by mortgages to such prospective borrowers in accordance with established terms and conditions.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration the receipt, sufficiency, and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

Section 1. Application and Amendment of the Broker Guide.

AHL has provided to Broker and Broker has received and reviewed the AHL Underwriting Rate Guide / Matrix (together as The "Guide"), which is incorporated by reference in its entirety into this Agreement. Broker has had the opportunity to ask questions of AHL concerning the guide. Broker understands and agrees that AHL can amend, alter, modify, supplement, replace, or restate the Guide (an "Amendment") at any time, from time to time, in its sole discretion without the consent of Broker and that AHL's interpretation of the Guide, as applicable, shall be final and binding on Broker in all respects. AHL shall give notice to Broker of an Amendment to the Guide, and the Amendment shall become effective immediately or as specifically provided therein. In the event of any inconsistencies between the provisions of this Agreement and the Guide, this Agreement shall control.

Section 2. Definitions.

Unless otherwise defined herein, the capitalization terms used herein shall have the meanings set forth in the guide.

Section 3. Eligible Loans; Pricing.

- (a) AHL's Loan Programs and Products. AHL will accept only those Loan Applications which conform to the Loan Programs and Products then offered by AHL. Broker acknowledges that AHL reserves the right to alter, add, or delete Loan Programs and Products from time to time by amending the Guide, and Broker accepts responsibility for knowing which Loan Programs and Products are offered by AHL at any given time. Broker shall be responsible for assuring that each Eligible Loan Application submitted to AHL complies with all of the terms and conditions of AHL's Loan Programs and Products, and the terms and conditions hereof at the time Broker registers the Eligible Loan Application with AHL.
- (b) Eligible Loan Pricing. AHL shall make available to Broker, on a periodic basis, rate and pricing information applicable to its Loan Programs and Products via the AHL website (www.allhomewholesale.com). Such rate and pricing information as contained in the Rate Guide / Matrix is subject to change without notice. Broker shall comply with the guidelines set forth in the Guide concerning interest rates and lock-ins which apply to the particular Loan Programs and Products then offered by AHL.

Section 4. Broker Requirements.

- (a) Taking of Loan Applications. Broker shall take Loan Applications in its own name through its employees. All Loan Applications must have been originated and processed by Broker. Broker shall not submit third party originations under this Agreement.
- (b) Registration; Application. Broker shall register each Eligible Loan Application with AHL as set forth in the Guide. Broker shall submit for each Eligible Loan Application registered with AHL, the application signed by the prospective borrowers and such credit, financial and other information as set forth in the Guide and / or as may be required by law. Loan Applications submitted by Broker shall be considered registered upon receipt by Broker or written or electronic registration confirmation from AHL. Broker shall assist AHL in obtaining any additional information needed by AHL or to otherwise facilitate the closing of the loan transaction.
- (c) Export of Data Feed and Document Images. Broker shall electronically export to AHL or its designee(s), such loan information data and loan document images as set forth in the Guide and as reasonably required by AHL. Loan Information data shall be exported at time of loan registration or as AHL may otherwise reasonably require. In the event Broker requests an Eligible Loan Application preapproval from AHL, document images shall be exported by Broker two (2) days prior to AHL's pre-approval decision.
- (d) Performance of Broker Services. In addition to taking the information from prospective borrowers and filling out the Loan Applications, Broker shall perform services including but not limited to all of the following services:
 - (i) Comply with all applicable local, state, and federal laws, including but not limited to the Real Estate Settlement Procedures Act, The Equal Credit Opportunity Act, the Truth in Lending Act, the Fair Credit Reporting Act, predatory lending, usury, consumer credit laws, and any other government regulatory requirements relevant to brokerage of real property secured loan applications in each jurisdiction where the real property securing the promissory note is located;
 - (ii) RESERVED;
 - (iii) Analyze the prospective borrower's income and debt after verifying same and prequalifying the prospective borrower to determine the maximum Eligible Loan that the prospective borrower can afford; educate the prospective borrower in the home buying and financing process, advise the borrower about the different types of loan products available, and demonstrate how closing costs and monthly payments would vary under each product;

- (iv) Collect financial information (tax returns, bank statements) and other related documents that are part of the application process and verify and review the same for completeness and accuracy;
- (v) Initiate / order VOEs (verifications of employment) and VODs (verifications of deposits), and verify and review the same for completeness and accuracy;
- (vi) Initiate / order request for mortgage and other loan verifications;
- (vii) Initiate / order appraisals;
- (viii) Initiate / order inspections or engineering reports;
- (ix) Assist prospective borrowers in understanding and clearing credit problems;
- (x) Maintain regular contact with prospective borrowers, real estate Agents, and AHL, between application and closing to apprise them of the status of the application and to gather any additional information as needed; and
- (xi) Order legal documents.

Section 5. Duties of AHL.

- (a) Underwriting of Loan Applications. AHL shall be solely responsible for underwriting all Loan Applications provided by Broker. AHL shall have no obligation to approve or close an Eligible Loan Application which in its sole discretion does not meet AHL's underwriting requirements. In making its determination, AHL expressly disclaims any inference Broker may draw as to the general quality or acceptability of the Eligible Loan Application. AHL retains sole and absolute discretion to reject any Eligible Loan Application which does not comply with the terms and conditions of this Agreement, the Guide or its underwriting standards, or for any reason whatsoever (except as prohibited by law), and to set the terms and conditions of any approval of an Eligible Loan Application. AHL shall notify Broker of AHL's disposition of an Eligible Loan Application as set forth in the guide.
- (b) Closing of Loan Applications. Loan Applications will close in the name of AHL. In the absence of any changes occurring or arising after its approval, AHL, or its agents, shall promptly proceed to the closing of each approved Eligible Loan Application in accordance with the terms and conditions of its approval.

AHL, or its agents, shall prepare the closing package and close the Eligible Loan Application in its name and with its own funds. Unless otherwise agreed, AHL, or its agents, shall contact, and arrange with borrower and all other necessary parties, each loan closing. AHL, or its agents, shall promptly advise broker as each loan closes and will promptly advise Broker of any issues that may delay a loan closing. AHL shall be responsible for customer service and support with respect to requests for such Eligible Loans after they are closed.
- (c) Disclosure and Closing Statement. AHL will provide any and all disclosures and Closing Statements (including but not limited to the Loan Estimate, Closing Disclosure, and others required by law or prudent lending practices) to prospective borrowers within time periods required.

Section 6. Compensation.

AHL will convey to the settlement agent, after its review and approval, Broker's instructions to remit to Broker at closing all qualified expenses and compensation for services provided to borrowers and / or AHL.

Section 7. Privacy of Nonpublic Personal Information.

All capitalized terms used in this Section 7 and not otherwise defined shall have the meaning set forth in the federal "Privacy of Consumer Financial Information" regulation, as amended from time to time (the "Privacy Regulation"), issued pursuant to Section 504 of the Gramm-Leach-Bliley Act (15 U.S.C. 6801 et seq.). Both parties acknowledge that the Privacy Regulation governs disclosures of nonpublic personal information about consumers.

- (a) Nonpublic Personal Information Security. Both parties hereby represent and warrant as follows with respect to any nonpublic personal information released to it by the other party: (i) the receiving party controls access to the network on which any such nonpublic personal information is stored, through the compliance with and utilization of its information security measures which restrict access; and (ii) the receiving party shall comply with its respective information security measures.
- (b) Use of Nonpublic Personal Information. Both parties hereby agree that they shall: (i) comply with the terms and provisions of the Privacy Regulation, including, without limitation, the provisions regarding the sharing of nonpublic personal information; (ii) not disclose or use any nonpublic personal information that it obtains from the other party except to carry out the purpose for which such nonpublic personal information was provided, or as otherwise permitted by the Privacy Regulation and other applicable laws; (iii) comply with its respective information security standards; (iv) not make any changes to its security measures that would increase the risk of an unauthorized access.
- (c) Return of Nonpublic Personal Information; Remedy. At any time, upon the other party's request, either party shall return all nonpublic personal information provided by the other party in such party's possession except to the extent retention is legally required. Both parties agree that money damages would not be a sufficient remedy for any breach of this Section 7 and that the non-breaching party shall be entitled to seek injunctive or other equitable relief to remedy or prevent any breach or threatening breach of this Section 7. Such remedy shall not be the exclusive remedy for any breach of this Section 7, but shall be in addition to all other rights and remedies available at law or in equity.

Section 8. Representations, Warranties, and Covenants of Broker.

As an inducement to AHL to enter into this Agreement and to perform its duties hereunder, Broker represents, warrants, and covenants to AHL, as of the date of this Agreement and as of the date each Eligible Loan Application is submitted to AHL, as follows:

- (a) Due Organization; Good Standing. Broker is duly organized, validly existing and in good standing (in the case of a corporation or limited liability company) under the laws of the state governing its creation and existence, and broker is qualified and in good standing in the states where the mortgaged properties in each Eligible Loan Application are located, if the laws of such states require licensing or qualification in order to conduct business of the type conducted by Broker.
- (b) Authority and Capacity. Broker has full power, authority and capacity to enter into this Agreement, and to perform its obligations hereunder. The execution and delivery of this Agreement, and the consummation of the transactions contemplated hereby have been duly and validly authorized by all requisite action. This Agreement constitutes a valid and legally binding Agreement of Broker enforceable in accordance with its terms.
- (c) No Conflicts. The execution, delivery and performance of this Agreement by Broker, its compliance with the terms hereof and consummation of the transactions contemplated hereby, will not violate, conflict with, result in a breach of, give rise to any right of termination, cancellation or acceleration under, constitute a default under, be prohibited by or require any additional approval under its articles of incorporation (in the case of a corporation), bylaws, partnership agreement or other applicable organizational documents or any instrument or agreement to which it is a party or by which it is bound, or any applicable federal, state, county, local, or foreign law, or any judicial or administrative decree, order, ruling or regulation, applicable to it.

- (d) Compliance with Laws. Broker has complied, and shall comply, both in the conduct of its business generally, and in its origination of each Eligible Loan Application, with all applicable laws, including, without limitation, the Equal Credit Opportunity Act and Regulation B, including without limitation its requirements relating to nondiscrimination; the Truth in Lending Act and Regulation Z; the Real Estate Settlement Procedures Act, and Regulation X; Gramm-Leach-Bliley Act and the Privacy Regulation; and state laws and regulations governing mortgage lending and mortgage brokerage.

Broker represents and warrants that it and each member of its staff is properly licensed in all jurisdictions where required for the origination of loans as provided for in this Agreement and agrees to maintain all applicable licenses and approvals in good standing during the term of this Agreement. Broker shall maintain, available for AHL's inspection, evidence of compliance with all such requirements.

- (e) Notice of Threatening Actions. Broker has not been issued any Administrative order, cease and desist decree or been the subject of any regulatory action nor is there any reasonable basis therefore. Broker shall immediately advise AHL in writing of any inquiry or pending or threatening action, by way of a proceeding or otherwise, to revoke or limit any license, permit, authorization or approval issued or granted by any federal, state or local government or quasigovernmental body, or any agency or instrumentality thereof, necessary for Broker or any staff member to conduct its business, or to impose any penalty or other disciplinary sanction in

connection therewith, or any other sanction that would materially affect Broker's business. In addition, in the event Broker receives any letter, notice, or other writing from any regulatory agency with respect to any Eligible Loan Application registered with AHL, Broker shall advise AHL immediately of such notice and deliver a copy of the notice to AHL.

- (f) SAFE Act. Broker attest to the fact they are in full compliance with the SAFE Act, including but not limited to, appropriate licensing and / or registration of individuals acting as Mortgage Loan Originators "MLO's", further AHL contains a copy of Broker internal SAFE Act plan.

- (g) Litigation. Except as previously disclosed in writing to and acknowledged in writing by AHL, neither broker nor any of its staff members are party to (i) any litigation as a defendant involving fraud, misrepresentations, violation of any state or federal lending laws or regulatory compliance, or (ii) any negative investor or regulatory findings through audits, examinations or mortgage guaranty insurance investigations.

- (h) No Untrue or Misleading Statements. No representation, warranty, or written statement made by Broker to AHL in this Agreement or in any Eligible Loan Application, schedule, exhibit, written statement, or document furnished to AHL in connection with the transactions contemplated hereby contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary to make the statements contained herein or therein not misleading.

- (i) Business Information. Broker shall furnish AHL and its representatives with any necessary information and data concerning the affairs of Broker, as AHL may reasonably request, including without limitation information regarding the status of its licenses, permits, authorizations, and approvals necessary for the conduct of its business as well as copies of such documents.

- (j) Financial Statements. Broker shall furnish to AHL copies of statements of Broker's financial condition at AHL's request. Statements of financial condition shall be audited statements if such are obtained in the normal course of business. Broker hereby represents and warrants to AHL that such statements fairly present the pertinent results of operations and changes in financial position for each of such periods, and the financial position at the end of each such period of the Broker and its subsidiaries.

- (k) Credit Reports. Broker agrees that AHL may obtain business credit reports concerning Broker and, unless Broker is a publically traded company, personal credit reports concerning those with a material interest in Broker ("Material Parties") as determined solely by AHL, if AHL in its sole discretion so elects. Broker represents and warrants that it has obtained its Material Parties' consents for AHL to obtain those personal credit reports for this purpose. Without notice to Broker or Material Parties, AHL may periodically obtain both business credit reports concerning Broker and personal credit reports concerning Material Parties. Broker will notify AHL immediately of any change to its Material Parties or any change in control of Broker.

- (l) Ability to Perform. Broker represents that it employs or will employ a sufficient number of knowledgeable, capable, and trained individuals to perform the services required by this Agreement.

Section 9. Representations, Warranties and Covenants as to Loan Applications.

As further inducement to AHL to enter into this Agreement and to perform its obligations here under, Broker represents warrants and covenants to AHL as to each Eligible Loan Application submitted to AHL as follows:

- (a) Compliance with Laws. As of the date each Eligible Loan Application is funded by AHL, all of Broker's activities in connection with the Eligible Loan Application will comply with all applicable federal, state, county, local, and foreign laws.
- (b) Compliance with AHL Policies and Guide. The activities of Broker with respect to each Eligible Loan Application will comply in all respects with the Guide. Each registered Eligible Loan Application was originated by Broker and not by a third party. All Mortgage File documents and all Loan Applications, and information and documentation submitted by Broker in connection with such applications, have been prepared and / or completed in accordance with the Guide and all information provided by each of borrower and Broker in such Mortgage File documents, Loan Applications, or other documents and / or provided to any mortgage insurer is true and correct in all respects and does not fail to disclose any facts which could be material or which would make such information misleading.
- (c) Factual Disclosure. With regard to all Loan Applications submitted to AHL hereunder, all facts relating to any Eligible Loan Application transaction which are known or should be known to Broker in the exercise of its prudent judgment which may adversely affect the value of the Mortgaged Property, the credit, character or capacity of the borrower, the validity of the Mortgage, or any other aspect of the transaction have been disclosed in writing to AHL. The Mortgaged Property has not been damaged by fire, flood, or other causes since the date of performance of the appraisal.
- (d) Occupancy. The occupancy of the Mortgaged Property is as represented to AHL by the Mortgagor and / or Broker, and the Broker has no reason to believe that such representation of the Mortgagor and / or Broker is no longer true except as may be set forth on the Broker Loan Lock-in Reservation.
- (e) Mortgage Insurance Payments. No Eligible Loan Application has a mortgage insurance policy that requires the Broker or any other party except mortgagor to pay premiums on such policy.
- (f) Appraisal. The appraisal report and the appraiser both satisfy the requirements of Fannie Mae and any applicable requirement of Title XI of the Federal Institutions Reform, Recovery, and Enforcement Act of 1989 and the regulations promulgated there under, all in effect on the date the Eligible Loan Application is submitted to AHL. The appraisal report with respect to the Mortgaged Property was signed prior to the approval of the Eligible Loan Application by a qualified appraiser, duly appointed by the loan originator, who had no interest, direct or indirect, in the Mortgaged Property or in any loan made on the security thereof, and whose compensation is not affected by the approval or disapproval of such application.
- (g) Serviceman's Civil Relief Act. The Mortgagor has not notified the Broker and the Broker has no knowledge of any relief requested or allowed to the Mortgagor under the Serviceman's Civil Relief Act, as amended.
- (h) Predatory Lending. Such Eligible Loan Application is not classified as (a) a "high cost" loan under the Home Ownership and Equity Protection Act of 1994, as amended, or (b) a "high cost", "threshold", or "predatory" loan under any other applicable state, federal, or local law, (c) a "flipped" loan or loan that does not provide the borrower with a "net tangible benefit" as maybe defined under any applicable state, federal, or local law.
- (i) Broker Compensation. Unless disclosed to AHL in writing before the funding of any mortgage loan, Broker shall not receive any direct or indirect payment from any person other than the applicant with respect to the mortgage loan, including, without limitation, a payment involving escrow, appraisal or sale, and, unless fully disclosed to AHL, Broker (and Broker's agents, employees, officers, and directors) shall

- (j) have no direct or indirect ownership in any property intended as security for the mortgage loan being reviewed by AHL for purposes of purchase.

Section 10. Responsibility for Fraud or Negligence.

Broker shall not submit any Eligible Loan Application or other Mortgage File document containing false or misrepresented information or failing to disclose material facts necessary to make the statements contained therein not misleading. Broker shall be responsible for all actions taken in the course of its performance of its obligations under this Agreement, whether performed by Broker, its employees or licensees. Broker acknowledges its understanding that AHL disclaims any duty to investigate, verify, authenticate, or confirm any information contained in any Eligible Loan Application or Mortgage File document. The parties have agreed to the allocation of duties and responsibilities set forth herein and AHL shall at all times be entitled to rely on Broker's full, complete and faithful performance of its duties and responsibilities hereunder.

Section 11. Purchase and Loss Reimbursement.

- (a) **Events of Purchase / Repurchase.** Broker shall in the case of Eligible Loans closed in AHL's name, purchase or repurchase any Eligible Loan subject to the contract, if a material breach by Broker, that adversely affects the value of such Eligible Loan, or of any covenant, condition, term, obligation, representation, or warranty related to such Eligible Loan contained in this Agreement or the Guide, or in such Eligible Loan Application, any Mortgage File document or in any written statement or certificate furnished by Broker pursuant to this Agreement or the Guide, including, without limitation, those arising from Broker's fraud or negligence in the origination or processing of such Eligible Loan Application.
- (b) **Purchase / Repurchase.** AHL shall send notice to Broker of any demand for purchase or repurchase within ninety (90) days of the discovery of any event causing such demand for purchase or repurchase. Broker shall have thirty (30) days from date of receipt of such notice from AHL to cure any material breach in all respects (in the sole judgment of AHL). If such breach is not cured in AHL's sole judgment, the purchase shall be affected within ten (10) business days of receipt of written demand by AHL. The purchase or repurchase price shall be equal to the outstanding principal balance owing on the date of purchase; plus all fees paid; any compensation paid by AHL to Broker; plus any advances made by AHL for taxes, insurance, foreclosure expense, or any other related expense; plus interest that has accrued but not been paid up to and including the date the purchase or repurchase funds are received by AHL. At the time of purchase or repurchase, AHL will arrange for the reassignment of the purchased or repurchased Eligible Loan to Broker.
- (c) **Loss and Expense Reimbursement.** Notwithstanding the foregoing, and in lieu of requiring repurchase, AHL may, at its sole discretion, permit broker to reimburse AHL for any loss and / or expenses incurred by AHL as a consequence of the occurrence of an event requiring repurchase. The determination by AHL of the nature and amount of such losses and / or expenses shall be final, conclusive, and binding. Broker shall remit to AHL the funds necessary to satisfy its obligations hereunder within ten (10) business days from demand of such funds by AHL.

Section 12. Indemnification.

- (a) **Non- Waiver of Remedies.** Nothing contained in this Section 12 shall limit AHL's rights to any remedy, legal or equitable, all such legal and equitable remedies, including those provided for herein, being in addition to and not in lieu of any other remedy.
- (b) **Broker Indemnification.** Broker shall indemnify, defend and hold AHL and its officers, directors, employees, agents, affiliates and subsidiaries harmless against and in respect of, and shall reimburse AHL for any and all losses, liabilities, claims, damages, costs including without limitation attorneys' fees and costs, and actions suffered or incurred by AHL which arise out of, result from or relate to: (a) material breach by Broker of any covenant,

- (c) condition, term, obligation, representation or warranty contained (i) in this Agreement or the Guide, or (ii) in any Eligible Loan Application, Mortgage File document or in any written statement or certificate furnished by Broker pursuant to this Agreement or the Guide, including, without limitation, those arising from Broker's fraud or negligence in the origination or processing of Loan Applications; or
- (b) any material act or omission of Broker or any employee or agent of Broker which adversely affects any Eligible Loan Application registered with and funded by AHL hereunder. In all actions with third parties in which AHL has the right to be indemnified hereunder, AHL shall have the complete and exclusive right to determine the conduct and defense of such legal proceeding or investigation with such third party including, without limitation, the right to compromise, settle, defend, or continue any such action.

Section 13. Premium Rebate.

- (a) Full Repayment. If a premium is paid by AHL to Broker for an Eligible Loan, and such Eligible Loan is prepaid in full within **one hundred and twenty (120) days** after the closing date other than by a refinancing by AHL, or any of its subsidiaries or affiliates, or a financing by Broker which is funded by AHL, Broker shall, upon demand by AHL, refund such premium to AHL. Such payments shall be due to AHL within thirty (30) days of notice.
- (b) Partial Repayment. If a premium is paid by AHL to Broker for an Eligible Loan, and such Eligible Loan is prepaid in any amount which, in the aggregate, exceeds twenty percent (20%) of the original principal balance of the loan, within **ninety (90) days** after the closing date, Broker shall, upon demand by AHL, refund to AHL a pro-rated portion of the premium paid by AHL to the Broker for such Eligible Loan. The payment shall be calculated by dividing the aggregate prepayment amount by the original principal balance of the loan and multiplying the result by the original premium amount. Such payments shall be due to AHL within thirty (30) days of notice.

Section 14. Right of Setoff.

AHL and its successors and assigns shall be entitled to set off against any amount to be paid by it to the Broker under this Agreement for such amounts as may be due from the Broker under this Agreement. AHL shall provide written notice to Broker, ten (10) days prior to any setoff action.

Section 15. Term; Termination.

- (a) Term. The term of this Agreement shall commence as of the date hereof and shall extend until the termination of this Agreement pursuant to this Section 15.
- (b) Termination Without Cause. This Agreement may be terminated without cause by AHL or Broker upon thirty (30) days written notice to the other party. Such termination shall not in any respect change or modify the obligations of the parties with respect to (i) loan applications which have been registered with AHL pursuant to Section 4 prior to the date of termination or (ii) either party's obligations under this Agreement accruing prior to the date of termination.
- (c) Termination for Cause. Notwithstanding anything to the contrary here in, AHL may terminate this Agreement immediately, upon written notice to Broker, (i) if AHL determines or reasonably suspects that fraud has occurred in the origination of any Eligible Loan Application, (ii) if Broker fails to perform any of its obligations under this Agreement, or (iii) if any federal, state, county, local, and foreign law makes it unlawful for AHL and Broker to do business in accordance with the terms of this Agreement. If the Agreement is terminated by AHL under this paragraph, AHL shall have no obligation to Broker after the date notice is given to fund any Eligible Loan Application, irrespective of whether such Eligible Loan Application has been registered with AHL.
- (d) Survival. All of Broker's representations and warranties, and obligations of indemnification in Section 12, shall survive any termination of this Agreement, and shall be fully applicable whether or not AHL relies thereon or has knowledge of any facts at variance therewith.

Section 16. No Solicitation.

Subject to the provisions set forth in this Section 16, from and after the date hereof, neither Broker, nor any of its subsidiaries or affiliates, shall solicit, by means of direct mail, telephonic, email, or personal solicitation the Mortgagors of any Eligible Loan for purposes of prepayment of such Eligible Loan; provided, however, Broker may solicit Mortgagors of any Eligible Loan for a refinance transaction if

(a) six (6) months has lapsed since the date of the Eligible Loan’s initial closing with AHL and (b) such transaction results in a reduction in the Eligible Loan’s Mortgage Note rate of at least 0.500%.

Section 17. Miscellaneous.

(a) Broker Grant of Limited Power of Attorney. Broker hereby appoints AHL and the directors, officers, employees, agents, successors and assigns of AHL as its true and lawful attorney-in-fact without right of revocation and with full power of substitution for and in its place and stead to

(i) demand and control all sums due on Eligible Loans closed and funded pursuant to this Agreement and to enforce all rights with respect thereto, (ii) endorse, mark, place, or otherwise evidence Broker’s name as payee on all checks, drafts, acceptances, or other form of partial or full Eligible Loan payment delivered or tendered to AHL, (iii) endorse, mark, place or otherwise evidence Broker’s name on all notes, mortgages, deed of trust, and other forms of security instruments of collateral and all assignments, full of partial releases or satisfactions of said mortgages, deeds of trust, and other forms of security instruments or collateral for all Eligible Loans closed and funded pursuant to this Agreement. Broker agrees to execute such other documents as AHL may reasonably request to evidence the appointment of AHL as Broker’s attorney-in-fact.

(b) Successors and Assigns. This Agreement shall be binding and inure to the benefit of and be
(c) binding upon the parties hereto and their successors and assigns. This Agreement is not assignable by the broker without the prior written consent of AHL, which consent may be withheld by AHL at its sole discretion. A change in ownership, merger, or consolidation of Broker shall be considered an assignment for purpose of this Agreement.

(d) Notices. All demands, notices, and communications hereunder shall be in writing and shall be deemed to have been duly given if personally delivered at or mailed by registered mail, postage prepaid, or by a nationally recognized overnight courier service, to the following:

If to Broker:

Attention: _____

or such other address as may hereafter be furnished to AHL in writing by Broker, and if to

AHL: All Home Lending, Inc.
10 Plaza Square Suite 200
Orange, CA 92866
Attention: Ana Ahmari, President

or such other address as may hereafter be furnished to Broker by AHL in writing.

(e) Books and Records. Broker shall prepare and maintain Mortgage File documents in accordance with applicable guidelines established in the Guide and applicable agency guidelines. Broker and AHL shall keep and maintain a complete and accurate account, satisfactory to AHL, of all funds collected and paid relating to the Loan Applications. Broker shall give AHL, its employees, and its representatives, including without limitation internal and external auditors, quality control auditors, attorneys, bank examiners and regulatory agency examiners, access, upon reasonable advance notice and during normal business hours, to audit and inspect Broker’s files, books, records, reports, statistics, and other documents of Broker relating to its

- (f) obligations under this Agreement and the Broker Guide. In addition, Broker will cooperate with AHL, its auditors and / or regulatory examiners in any audit of AHL and in any regulatory examination of AHL.
- (g) Relationship of Parties. Neither party is the partner, agent, employee or representative of the other nor shall nothing in this Agreement be construed or deemed to create a partnership, joint venture, agency or employment relationship between AHL and Broker. Broker shall conduct business in its own name and not in AHL's name. Broker shall not represent that its office is an office, branch or agency of AHL or in any other way connected with AHL. Broker shall have no authority to sign any documents on behalf of AHL, or to bind or obligate AHL in any manner whatsoever. Broker shall be responsible for its overhead and operations costs, payroll costs and all other costs incurred in connection with its operations. Broker acknowledges that it has incurred and will continue to incur such costs voluntarily, with the understanding that this Agreement may be terminated in accordance with Section 15 hereof and accordingly. Broker has no right to seek reimbursement or recoupment from or against AHL with respect to any sums it has expended in contemplation hereof.
- (h) Confidentiality. Both parties understand that all information provided to the other party in connection with this Agreement, including but not limited to, with respect to AHL, all information contained in the Guide, is confidential and proprietary to the providing party. Both parties agree

to keep in confidence and not disclose to any third party, duplicate or use for the benefit of any third party, any such information given to or discovered by such party by or from the other, and agree to return all documents and other media containing such information to the other party upon termination of this Agreement. Broker further agrees not to sell, transfer or otherwise give to any person or firm, or otherwise use, directly or indirectly, any compilation or list of borrowers. The following information shall not be considered confidential and propriety: (a) information that is already known to recipient at times of its disclosure; (b) information that is or becomes publicly known through no wrongful act of recipient; (c) information that is received from a third party free to disclose it to recipient; (d) information that is communicated to a third party with express written consent of the providing party; or (e) information that is lawfully required to be disclosed to any governmental agency or is otherwise required to be disclosed by law, provided that before making such disclosure, the recipient shall promptly notify the providing party of such disclosure order and, upon request of the providing party, fully cooperate in contesting such disclosure. Recipient shall seek confidential treatment of such confidential and proprietary information from the entity requiring disclosure. (The term "affiliate" means any person or entity controlling, controlled by, or under common control with a party.)

- (i) Entire Agreement. This Agreement, the Guide, and any other agreement, document or instrument attached hereto or referred to herein or in the Guide, contain the entire Agreement between the parties and supersedes all prior agreements and understandings with respect to the subject matter hereof. In the event of any conflict between the terms, conditions and provisions of this Agreement, the Guide, and any such agreement, document or instrument, the terms, conditions and provisions of this Agreement shall prevail.
- (j) Amendment and Waiver. Except as provided in Section 1 concerning the Guide, this Agreement may be amended from time to time by Broker and AHL solely by written agreement signed by Broker and AHL. The waiver of any right or remedy in respect of any one occasion shall not be deemed a waiver of such right or remedy in respect of such occurrence or event on any other occasion.
- (k) Modification of Obligations. AHL may, without any notice to Broker, Extend, compromise, renew, release, modify, adjust or alter, by operation of law or otherwise, any of the obligations of a borrower or other persons obligated under an Eligible Loan without releasing or otherwise affecting the obligations of Broker with respect to such Eligible Loan or otherwise under this Agreement.
- (l) Severability and Survival of Provisions. If any one or more of the covenants, agreements, provisions, or terms of this Agreement shall be held invalid for any reason whatsoever, then such covenants, agreements, provisions, or terms shall be deemed severable from the remaining covenants, agreements, provisions, or terms of this Agreement and shall in no way affect the validity or enforceability of the other covenants, agreements, provisions, or terms of this Agreement or the rights of AHL hereunder. If the invalidity of any part, provision, representation, or warranty of this Agreement shall

deprive any party of the economic benefit intended to be conferred by this Agreement, the parties shall negotiate in good faith to develop and structure the economic effect of which is nearly as possible the same as the economic effect of this Agreement without regard to such invalidity. All of the covenants, agreements, representations and warranties made herein by the parties hereto shall survive and continue in effect after the termination of the Agreement or the consummation of the transactions contemplated hereby.

- (m) Governing Law. This Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of California.
- (n) Consent to Jurisdiction. The parties agree that all legal actions and proceedings arising out of or related to this Agreement, or the transactions contemplated hereby, shall be brought in a Federal Court or State Court located in the State of California with exclusive venue in the County of Orange, and the parties hereby waive any objections to summons, service of process, jurisdiction over the person or subject matter, or the venue of the courts listed above.
- (o) Headings. The headings of the various sections of this Agreement have been inserted for convenience of reference only and shall not be deemed to be part of this Agreement.
- (p) Attorney's Fees. In the event of a dispute arising from or concerning an obligation of Broker or AHL under this Agreement which results in litigation of the issue, the prevailing party to such litigation shall be indemnified by the other party for all costs and expenses in bringing or defending such action.
- (q) Authorized Representatives. AHL shall be entitled to rely, without investigation, that any person holding themselves out to be a representative of Broker for purposes of signing this Agreement or other document delivered in connection with this Agreement or taking other action pursuant to the Agreement including but not limited to oral discussions was, at the respective times of such signing or actions, a duly elected or appointed, qualified and authorized representative of Broker, and the execution or delivery of the Agreement or any document pursuant to the Agreement and the taking of any other actions, including but not limited to oral discussions, shall be conclusive evidence of such authorization.
- (r) Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF, Broker and AHL have caused their names to be signed hereto by their respective officers hereunto duly authorized as of the day and year first above written.

Broker Company Name

ALL HOME LENDING, INC.

Authorized Signature

Authorized Signature

Printed Name of Authorized Signor

Printed Name of Authorized Signor

Title of Authorized Signor

Title of Authorized Signor



Loan Fraud Zero Tolerance

All Loan Brokers must be aware that the licensed Mortgage Loan Officer ("MLO") under the Nationwide Mortgage Licensing System & Registry or the licensed Real Estate Broker bears the responsibility for all actions of his or her Employees or Licensees. The Broker is responsible for the content and quality of each application taken and each loan submitted to All Home Lending, Inc. ("AHL"). **Submission of a loan application containing false information is a crime punishable by law.**

TYPES OF LOAN FRAUD

1. Submission of inaccurate information including false statements on loan applications and falsification / forgery of documents purporting to substantiate credit, employment, deposit or asset information, personal information, including identity, ownership / non-ownership of real property.
2. Incorrect statements regarding current occupancy or intent to maintain minimum continuing occupancy as stated on the Security Instrument.
3. Lack of due diligence by Broker / Loan Officer / Interviewer / Processor, including failure to obtain all information required by the application and failure to request information as dictated by the Borrower's responses to other questions.
4. Unquestioned acceptance of information or documentation that is known or should have been known or should be suspected to be inaccurate.
5. Allowing an applicant or interested third party to assist with the processing of the loan.
6. Broker's non-disclosure of relevant information.

CONSEQUENCES

The effects of Loan Fraud are costly to all parties involved. AHL stands behind the quality of its loan production. Fraudulent loans cannot be sold to investors in the Secondary Market and if sold, will require repurchase. Fraudulent loans damage AHL's reputation with those investors. The price paid by those who participate in Loan Fraud is even more costly. The following is a list of some of the potential consequences that may be incurred.

CONSEQUENCES TO THE BROKER

1. Criminal prosecution
2. Loss of licenses
3. Civil action by AHL or other parties to the transaction
4. Immediate loss of approval to business status with AHL

I have read the foregoing and fully understand All Home Lending, Inc.'s position on Loan Fraud. Neither this Broker nor any party acting this Broker's behalf will knowingly and / or willfully engage in the practice of Loan Fraud that results in the origination and subsequent submission of a fraudulent loan to All Home Lending, Inc..

Signature of Broker

Date

Signature of Principal Officer

Date

Printed Name & Title of Broker

Printed Name & Title of Principal Officer

Loan Originator Compensation and Anti-steering Attestation Agreement

Effective as of April 01, 2011, the Federal Reserve Board implemented a change to Regulation Z compensation and anti- steering changes under the Truth in Lending Act (TILA).

The new Federal Reserve rules affect all mortgage loan originators without exception. In compliance with loan originator compensation rules under the Federal Truth in Lending Act (TILA) as well as Regulation Z and amendments, you hereby attest and affirm the following with no reservations to All Home Lending, Inc.. That for any and all loan transactions you deliver to All Home Lending, Inc. the following is true:

1. Neither the seller nor any other party has paid compensation based on the interest rate or other prohibited terms and conditions under the aforementioned regulations.
2. For the purpose of increased originator compensation, no consumer has been steered into a product or program by a loan originator.

Loan Origination Company: _____

Loan Originator: _____

Name: _____

Signature: _____

Date: _____



Company Contact List to include all Executives, Principals, Loan Officers, and Processors that will need a broker login to our loan origination system and processing software.

User Name (If LO, name per NMLS records)	NMLS #	Email Address (This will be the users login name)	Cell No. / Work No.	Title	State(s) Licensed

PLEASE NOTE: You may provide your own list of loan officers and loan processors in a spreadsheet format.

Intended for information only and not intended or authorized for consumer or public distribution.



ALL HOME LENDING
PREFERRED MORTGAGE BANKER

Compensation & Affiliates

All Compensation is Borrower Paid. Borrower Paid Compensation levels are applicable to all mortgage loan products and offices in all locations. You must choose one compensation level below:

Compensation Level	Check One (1)
0.750%	
1.000%	
1.250%	
1.500%	
1.750%	
2.000%	
2.250%	
2.500%	
2.750%	

What is your standard Processing Fee? _____

I acknowledge that this compensation is borrower paid and that I have selected my compensation plan, and that our processing fees are as outlined above.

Signature: _____

Affiliates / Vendors

Escrow Company(s) _____ Affiliate? Y N

Title Company(s) _____ Affiliate? Y N

Appraisal Management Company(s) _____ Affiliate? Y N

Notary Company(s) _____ Affiliate? Y N

Credit Provider(s) _____ Affiliate? Y N