



## **HomeXpress Mortgage Corp. Broker Package Submission Checklist**

Please complete and sign your Broker Application and Agreement. For each item that applies to your business, please provide the documentation or information requested. A complete application and supporting documentation will assure a faster turn-around time. If you have any questions, please contact your Account Executive.

- Broker Application** - Complete and sign the application. Include the documentation outlined in this checklist. Failure to provide all the necessary information can result in a delay and/or declination.
- Addendum to Broker Agreement-Executed**
- Broker of Record** - Owner/Principal must have at least 2 years of mortgage experience (exceptions will be considered on case-by-case basis).
- Company Resolution** – This documentation is required if your company entity is one of the following: partnership, LLP, LLC, or corporation.
- W-9 Request for Taxpayer Identification Number and Certification**
- Broker License(s)** – Attach the broker license(s) in the state(s) you would like to do business with HomeXpress Mortgage Corp.
- Loan Officer and Branch License(s)** – Attach the license(s) and/or registration(s) of all loan officers and other loan originators, as well of all branches of your company, that you would like to have doing business with HomeXpress Mortgage Corp.
- Resumes** (Broker of Record/Principals/Owners)
- Articles of Incorporation or Organization, or other Charter documents**
- Broker Agreement and Compensation Plan**– Complete and execute the Agreement and Plan (Note: any modifications to agreement provisions may result in delays or a denial.)
- Anti-Money Laundering and Bank Secrecy Act** - Completed and executed.
- Broker Affiliate Certification Disclosure** - Completed and executed.
- Quality Control Plan**- Please attach copy of brokers Quality Control plan
- Broker Certification**- Completed and executed
- Zero Fraud Tolerance Policy**- Completed and executed

NOTE: HOMEXPRESS MORTGAGE CORP. IS UNABLE TO ACCEPT LOAN APPLICATIONS OR DRAW LOAN DOCS UNTIL YOUR BROKER APPLICATION IS APPROVED.

The completed broker package should be sent to: HomeXpress Mortgage Corp.

My Account Executive is: \_\_\_\_\_



**HomeXpress Mortgage Corp.  
Broker Application**

**Company/Broker Information:**

Legal Company Name: \_\_\_\_\_

DBA or Trade Name: \_\_\_\_\_

Former Company Name (if Applicable): \_\_\_\_\_

Main Business Address: \_\_\_\_\_

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

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

**Company Information:**

Please Check One:

- Sole Proprietorship     
  Partnership     
  Limited Liability Company  
 Corporation     
  Other \_\_\_\_\_

Filing Date: \_\_\_\_\_ Filing State: \_\_\_\_\_ Federal Tax ID No: \_\_\_\_\_

**Licensing Information:**

Title/Position	Name	License #	NMLS #
<b>Broker of Record</b>			
<b>MLO</b>			
<b>MLO</b>			
<b>MLO</b>			
<b>MLO</b>			
<b>MLO</b>			
<b>MLO</b>			
<b>MLO</b>			
<b>MLO</b>			

**Principals of Broker:**

<b>Principals/Owners</b>	<b>Title</b>	<b>Phone Number or Ext</b>	<b>SSN Number</b>	<b>% Ownership</b>

**Questions:**

1. Has your company or any of its principals ever been suspended or terminated from selling mortgages to any investor, or from brokering loans for any lender? If yes, please provide an explanation on a separate page, and include with your application.

Yes  
 No

2. Has your company or any of its principals ever been named as a defendant in a lawsuit for alleged fraud or misrepresentation, alleged unlawful discrimination, or other alleged violation of law in connection with any real estate or mortgage lending related activity? If yes, please provide an explanation on a separate page (including how the matter was resolved) and include with your application.

Yes  
 No

3. Has your company any of its principals ever had a mortgage or other professional license suspended, revoked, or otherwise made the subject (in whole or in part) of any action by a regulatory agency? If yes, please provide an explanation of the circumstances and their resolution on a separate page, and include with your application.

Yes  
 No

4. Does your company or any of its principals own a real estate brokerage, real estate development company, construction company, appraisal company, appraisal management company, title company, escrow company, or financial services company such as a tax preparation company, or credit counseling company? If yes, please list all affiliated companies and provide a copy of Broker's policies as it relates conducting business with an affiliate.

Yes  
 No

Company Name	Type of Business	Names of Principals	Ownership %

5. How did you hear about HomeXpress Mortgage Corp?

\_\_\_\_\_

6. How many Loan Originators do you have on staff?

\_\_\_\_\_

**Volume History:**

	# Loans Funded	Total \$ Amt Funded	% Conventional	% Government
<b>Current YTD:</b>				
<b>Prior Year:</b>				

**Branch Offices:** (attach a separate sheet if necessary)

Address:

Telephone:

Fax:

Contact Name:

**Three Lender References:**

Lender Name:	Telephone:	Contact Person:	Email Address:

The undersigned declare(s), represent(s), and warrant(s) that the statements set forth herein are true, accurate, and complete, and do not omit any material information.

HomeXpress Mortgage Corp. is hereby authorized to obtain verification of any of the information stated herein.

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

Principal's Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

SSN: \_\_\_\_\_

By signing above, I authorize HomeXpress Mortgage Corp. to obtain my credit report(s) for purposes of evaluating this Broker Application, and/or for purposes of investigating or enforcing any agreement between HomeXpress Mortgage Corp. and the Broker named above.

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

Principal's Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

SSN: \_\_\_\_\_

By signing above, I authorize HomeXpress Mortgage Corp. to obtain my credit report(s) and conduct other background checks for purposes of evaluating this Broker Application, and/or for purposes of investigating or enforcing any agreement between HomeXpress Mortgage Corp. and the Broker named above.

**COMPANY RESOLUTION**  
**(Application for and Execution of Broker Agreement)**

The undersigned hereby certifies that the following was adopted by the \_\_\_\_\_ of \_\_\_\_\_, a  
(Broker Board of Directors/Members/Partners) (Broker Company Name)  
\_\_\_\_\_ on \_\_\_\_\_.  
(Corporation/Limited Liability Company/Partnership) (Date)

1. Broker is authorized to enter into the Broker Agreement (“Agreement”) with HomeXpress Mortgage Corp. (“Lender”), and has the power and authority to comply with and be bound by the terms and conditions of the Agreement;
2. Lender may rely on this Company Resolution as of the date hereof and as of the date of any subsequent transactions under the Agreement;
3. As of the date hereof, the officers, members or partners of Broker executing this Company Resolution below are authorized to make, execute, and deliver on behalf of Broker this Company Resolution, as well as the Broker Application and Broker Agreement (and related addenda) executed in connection herewith;
4. The undersigned officers, members or partners of Broker represent, warrant, and agree that all information, representations, warranties, promises, assignments, conveyance instruments, documents and forms required to be executed in order for Broker to comply with and be bound by the terms and conditions of the Broker Agreement (and related addenda) are true, correct, and complete, and do not omit any material information.

Name: _____	Signature: _____
Title: _____	
State of _____	
County of _____	

# Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

<b>Print or type See Specific Instructions on page 2.</b>	<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	<b>2</b> Business name/disregarded entity name, if different from above	
	<b>3</b> Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	<b>5</b> Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	<b>6</b> City, state, and ZIP code	
	<b>7</b> List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

<b>Social security number</b>									
				-			-		
<b>or</b>									
<b>Employer identification number</b>									
				-					

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



**HOMEXPRESS MORTGAGE CORP.  
BROKER AGREEMENT (THIRD PARTY ORIGINATIONS)**

This Broker Agreement (“Agreement”) is entered into as of \_\_\_\_\_, 20\_\_\_\_ (“Effective Date”) by and between \_\_\_\_\_, a \_\_\_\_\_ (“Broker”) and HomeXpress Mortgage Corp., a Delaware Corp. (“HomeXpress Mortgage Corp.”).

**Broker’s Duties**

Broker shall accept applications for loans at its own offices in its own name through its own employees and agents. All loans resulting from applications submitted by Broker to HomeXpress Mortgage Corp. shall be deemed “Brokered Loans”.

Broker intends from time to time to offer HomeXpress Mortgage Corp. mortgage loan applications and related materials procured by Broker. Until this agreement is cancelled by either HomeXpress Mortgage Corp. or Broker, HomeXpress Mortgage Corp. will make available to Broker HomeXpress Mortgage Corp.’s loan programs at terms and interest rates subject to change by HomeXpress Mortgage Corp. on a daily basis.

Broker understands that all loan application materials submitted to HomeXpress Mortgage Corp. pursuant to this Agreement will be underwritten in accordance with secondary market standards and all applicable federal, state, and local laws. Broker understands and agrees that HomeXpress Mortgage Corp. is not obligated to communicate to Broker any of these secondary market standards, or to notify Broker of any applicable federal, state, and local laws.

Broker understands and agrees that HomeXpress Mortgage Corp. loan documents are available only in English, and as such, Broker shall communicate with all applicants only in English when discussing the application for, and terms and conditions of, any loans or loan application materials submitted to HomeXpress Mortgage Corp.

Broker shall comply with the procedures established by HomeXpress Mortgage Corp. as updated from time to time. HomeXpress Mortgage Corp. shall in its sole and exclusive discretion determine whether any loan application meets the terms and requirements of any available loan programs.

Broker shall provide to HomeXpress Mortgage Corp. the loan application signed by the applicant, and such credit, financial, and other information and documentation necessary for HomeXpress Mortgage Corp. to investigate, underwrite and fully evaluate the loan application. Broker shall assist HomeXpress Mortgage Corp. in obtaining any additional information and documentation requested by HomeXpress Mortgage Corp. to facilitate the closing and funding of the loan transaction. The date that a loan is funded shall be deemed to be the “Funding Date”.

Broker shall also perform all customary duties of a mortgage broker, including without limitation analyzing applicant's income and indebtedness and determining the maximum reasonable loan obligations that the applicant can bear; educating applicants regarding the home purchase and

financing process; collecting financial information and all other related documents; initiating and ordering verifications of employment, deposits, and other income, assets, and obligations of applicants; initiating and ordering inspections, environmental reports or engineering reports; assisting applicants in handling credit problems (including without limitation any required credit or housing counseling); ordering legal documents; keeping applicants apprised of the application status; and performing any other services as HomeXpress Mortgage Corp. may reasonably request from time to time.

Broker shall not in any way represent or imply to any loan applicant or other customer that Broker (or any of its loan officers, or other employees, agents, or contractors) is in any way affiliated or connected with HomeXpress Mortgage Corp. or that Broker has any power or authority to bind HomeXpress Mortgage Corp., including without limitation any representation that Broker's office is an office or branch of HomeXpress Mortgage Corp. Neither Broker, nor any of its loan officers, or other employees, agents, or contractors, shall have any agency, power or authority to undertake any other act or transaction on behalf of or as agent of HomeXpress Mortgage Corp.

Broker shall be exclusively responsible for all of its own costs and expenses in connection with Broker's business and its duties pursuant to this Agreement.

Neither Broker, nor any of its subsidiaries or affiliates, nor any of its loan officers, or other employees, agents, or contractors, shall contact or otherwise solicit the borrower(s) or mortgagor(s) of any Brokered Loans for purposes of a new cash-out loan, refinance or other prepayment. Advertisements undertaken by Broker (or any of its loan officers, or other employees, agents, or contractors, or any subsidiaries or affiliates of Broker) that are directed to the general public at large, and not specifically to the borrower(s) or mortgagor(s) of any Brokered Loans (e.g., radio and television advertisements, internet or newspaper advertisements, or mass mailings based on commercially acquired mailing lists) shall not violate this provision.

### **HomeXpress Mortgage Corp.'s Duties**

HomeXpress Mortgage Corp. will provide lists of the programs and types of loans that HomeXpress Mortgage Corp. will in its sole and exclusive discretion offer, which lists will include applicable interest rates, loan limits, loan-to-value ratios, points and fees.

Approvals will take the form of written commitments covering only the particular loan application(s) submitted by Broker for approval. HomeXpress Mortgage Corp. is under no obligation to accept any minimum number or percentage of loan applications, or any loan applications at all, from Broker.

HomeXpress Mortgage Corp. shall pay Broker pursuant to the HomeXpress Mortgage Corp. Broker Compensation Addendum to Wholesale Broker Agreement, which is attached hereto and incorporated herein by reference.

HomeXpress Mortgage Corp. will approve or decline loan applications in its sole and exclusive discretion, in accordance with its current underwriting policies. HomeXpress Mortgage Corp., in

its sole and exclusive discretion, shall make all underwriting determinations.

HomeXpress Mortgage Corp. shall communicate to Broker by telephone or in writing HomeXpress Mortgage Corp.'s approval or disapproval of each loan application which shall be made in its sole and exclusive discretion, and in making such determination, HomeXpress Mortgage Corp. expressly disclaims any inference Broker may draw as to the general quality or acceptability of the underlying application.

At no time will HomeXpress Mortgage Corp. communicate with Broker's client, either by written or verbal communication, except solely in order to comply with any applicable federal, state, or local laws, or except as expressly allowed pursuant to this Agreement.

HomeXpress Mortgage Corp.'s offer to lend will be evidenced by a "Loan Commitment Notice." After consultation with Broker's client, Broker shall advise HomeXpress Mortgage Corp. of the applicant's acceptance or non-acceptance of such offer. Upon acceptance of HomeXpress Mortgage Corp.'s offer, either by written or verbal communication, a formal offer will be issued as evidenced by HomeXpress Mortgage Corp.'s loan documents.

### **Audits and Examinations**

Broker understands that HomeXpress Mortgage Corp. is or may be subject to various laws and/or secondary market investor requirements pursuant to which mortgage lenders such as HomeXpress Mortgage Corp. must maintain ready access to accurate and current documents and information regarding mortgage brokers such as Broker, and must monitor and conduct periodic audits and examinations of mortgage brokers such as Broker.

Broker agrees to allow HomeXpress Mortgage Corp. (in its sole and exclusive discretion) to conduct random, regular, or periodic audits and examinations of Broker's activities, practices, procedures, facilities, and records (including without limitation on-site reviews and examinations at any of Broker's facilities) relating in any way to HomeXpress Mortgage Corp.

Such audits and examinations shall be scheduled and conducted in the sole discretion of HomeXpress Mortgage Corp., except that HomeXpress Mortgage Corp. will provide Broker with no less than Thirty (30) days' advance notice of any such audit or examination. Broker agrees to fully cooperate with HomeXpress Mortgage Corp.'s requests for information and documentation relating in any way to HomeXpress Mortgage Corp., and to allow HomeXpress Mortgage Corp. full access to Broker's facilities and records relating in any way to HomeXpress Mortgage Corp., in order that HomeXpress Mortgage Corp. may conduct its audits and examinations.

Broker also understands and agrees the HomeXpress Mortgage Corp. will monitor Broker's activities, including without limitation by conducting quality control audits on all Brokered Loans and re-verifications of credit documentation and any other information or application materials submitted by Broker as required by HomeXpress Mortgage Corp. in its sole and exclusive discretion, or as required by HomeXpress Mortgage Corp.'s regulators, investors, or otherwise.

In addition, HomeXpress Mortgage Corp. may, in its sole discretion, perform inspections of the mortgaged property securing the loan at any time prior to, or within ninety (90) days subsequent to, the Funding Date.

Broker agrees and understands that HomeXpress Mortgage Corp shall use license tracking systems to verify Broker's continuing compliance with applicable authorities.

In addition to and without limiting any other terms and provisions of this Agreement, and upon HomeXpress Mortgage Corp.'s request, Broker shall immediately provide to HomeXpress Mortgage Corp. current financial statements executed by Broker's authorized corporate officer that comprise both a balance sheet and an income statement for the previous fiscal year, as well as evidence of Broker's errors and omissions policy naming HomeXpress Mortgage Corp. as an additional insured.

In addition to and without limiting any other terms and provisions of this Agreement, and upon HomeXpress Mortgage Corp.'s request, Broker shall immediately provide to HomeXpress Mortgage Corp. copies of Broker's policies and procedures regarding loan originator compensation, privacy and information security, record retention, anti-money laundering and USA Patriot Act compliance, and other policies and procedures.

Notwithstanding any other term or provision of this Agreement, as between HomeXpress Mortgage Corp. and Broker, HomeXpress Mortgage Corp. is entitled to rely upon all documents and information provided to HomeXpress Mortgage Corp. by Broker, without need for HomeXpress Mortgage Corp. to independently investigate or verify such documents and/or information before relying upon them.

### **Broker's Representations and Warranties**

All of Broker's representations and warranties shall apply as of the Effective Date of this Agreement, and shall continue to apply through the date Broker submits any loan application or other materials to HomeXpress Mortgage Corp., through the closing and funding of each Brokered Loan, and through the date that any Brokered Loan is purchased by any third party investor, and until all Brokered Loans are fully paid off, satisfied, and/or released.

Broker represents and warrants that it is a duly and properly organized and licensed residential mortgage loan broker in good standing with all applicable governmental, licensing, and regulatory authorities in all jurisdictions in which it operates. Broker also represents and warrants that all of its loan officers (and other employees and agents) are duly and properly licensed and registered as may be required in all jurisdictions in which they operate.

Broker represents, warrants, and agrees that it will notify HomeXpress Mortgage Corp. in writing and immediately upon the suspension, revocation, expiration, termination or other change of any license or registration of Broker, any change of ownership or control of Broker, and/or of the taking of any action by any governmental, regulatory, or licensing authority against or involving Broker and/or any of its loan officers or other employees or agents.

Broker represents and warrants that it has the requisite corporate authority, power, and capacity to enter into this Agreement and that Broker's compliance with the terms and conditions of this Agreement will not violate the terms of any governing organizational instrument of Broker or any other instrument or agreement to which Broker is a party.

Broker represents and warrants that Broker has not in any way represented or implied to any loan applicant that Broker (or any of its loan officers, or other employees or agents) is in any way affiliated with or connected to HomeXpress Mortgage Corp.

Broker represents and warrants that all of its activities (and/or all of the activities of Broker's loan officers or other employees or agents), including without limitation as to any and all loan applications Broker submits to HomeXpress Mortgage Corp., are in full compliance with all applicable federal, state, and local laws.

Broker represents and warrants that there are no facts that might cause any Brokered Loan to be deemed to violate or alleged to violate any applicable federal, state, and local law(s), on account of any action or omission (or any alleged action or omission) by Broker, its loan officers, or its other employees or agents.

Broker represents and warrants that to the best of their knowledge, all facts, information, and documentation submitted by Broker to HomeXpress Mortgage Corp. are true, correct, and complete, and do not omit any material facts or information.

Broker represents and warrants that there are no facts that might cause any Brokered Loan to be deemed unenforceable or alleged to be unenforceable, and/or subject or allegedly subject to any right of rescission, set-off, counterclaim or defense, on account of any action or omission (or any alleged action or omission) by Broker, its loan officers, or its other employees or agents.

All of Broker's representations, covenants, and warranties shall be deemed to be for the benefit of HomeXpress Mortgage Corp. and its successors and/or assigns, and shall survive any termination of this Agreement.

### **Breach and Remedies**

In the event that a Brokered Loan is prepaid in full during the first One Hundred Fifty (150) days following the applicable Funding Date, the loan shall be considered an "Early Pay Off" or "EPO" loan.

Broker agrees to immediately indemnify HomeXpress Mortgage Corp. and its past, present, and future directors, officers, shareholders, employees, attorneys, agents, representatives, subsidiaries, affiliates, successors and assigns (collectively, the "Indemnified Parties"), and hold them harmless from and against, any claims, allegations, losses, damages, demands, costs, expenses, or other liabilities, including without limitation all reasonable attorney's fees and expenses, and all reasonable costs and expenses of investigation, in any way relating to or in any way arising out of: (i) Broker's violation or alleged violation of any applicable federal, state, and local law(s); (ii) Broker's breach or alleged breach of any of Broker's covenants, representations,

warranties, terms, provisions, agreements, duties and/or obligations under this Agreement; (iii) any acts, omissions or services (or any alleged acts, omission, or services) by Broker, or any of its loan officers, employees, or agents; (iv) any claim by any customer, applicant, or third-party resulting from HomeXpress Mortgage Corp.'s failure or refusal to fund a loan; (v) any claim by any customer, applicant, borrower, mortgagor, or third-party that Broker is a joint venture, partner, representative, employee or agent of or otherwise affiliated with HomeXpress Mortgage Corp.; and/or (vi) any repurchase by HomeXpress Mortgage Corp. of any Brokered Loan, on account of any act or omission (or alleged act or omission) by Broker.

In addition to and without limiting any other terms and provisions of this Agreement, and in addition to any other remedies available to HomeXpress Mortgage Corp. at law or in equity, Broker shall immediately repurchase any Brokered Loan, if HomeXpress Mortgage Corp. in its sole and exclusive discretion determines that Broker breached or violated any of Broker's representations and warranties contained in this Agreement as to the Brokered Loan. Alternatively, at HomeXpress Mortgage Corp.'s sole and exclusive discretion, Broker shall immediately reimburse and fully compensate HomeXpress Mortgage Corp. for its losses, damages, demands, costs, expenses, and/or other liabilities (including without limitation all reasonable attorney's fees and expenses, and reasonable costs and expenses of investigation) as to any Brokered Loan, if HomeXpress Mortgage Corp. in its sole and exclusive discretion determines that Broker breached or violated any of Broker's representations and warranties contained in this Agreement as to the Brokered Loan.

The repurchase price ("Repurchase Price") shall be equal to the unpaid principal balance of the Brokered Loan(s), plus the accrued amount of the interest shortfall (negative amortization), if any, due HomeXpress Mortgage Corp., plus any accrued, but unpaid interest due HomeXpress Mortgage Corp. on the date of repurchase, and less the escrow balance held by HomeXpress Mortgage Corp., as calculated by HomeXpress Mortgage Corp. on the date of repurchase.

In addition to and without limiting any other terms and provisions of this Agreement, and in addition to any other remedies available to HomeXpress Mortgage Corp. at law or in equity, HomeXpress Mortgage Corp. may at any time set off, and appropriate and apply, any and all amounts at any time owing or allegedly owing by HomeXpress Mortgage Corp. to Broker (or for the credit or the account of the Broker) against any and all amounts at any time owing or allegedly owing by Broker to HomeXpress Mortgage Corp., without need for any prior presentment, demand, protest, or other notice of any kind to Broker or to any other person, any such notice being expressly waived by Broker.

In addition to and without limiting any other terms and provisions of this Agreement, and in addition to any other remedies available to HomeXpress Mortgage Corp., in the event of an EPO loan, Broker shall, within thirty (30) days after receipt of notice from HomeXpress Mortgage Corp., pay to HomeXpress Mortgage Corp. an amount equal to the compensation paid to Broker by HomeXpress Mortgage Corp.

Notwithstanding any other term or provision of this Agreement, any investigation (faulty or otherwise) or any failure to investigate by HomeXpress Mortgage Corp. as to any documents or information submitted by Broker to HomeXpress Mortgage Corp. shall not limit or otherwise

affect HomeXpress Mortgage Corp.'s right or ability to obtain full and complete relief from Broker under this Agreement or otherwise.

**Notices**

All notices required to be given pursuant to this Agreement will be given in writing and will be deemed given when personally delivered or when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to such party as follows:

Broker:	HomeXpress Mortgage Corp.:
_____	_____
_____	_____
_____	_____

Broker authorizes HomeXpress Mortgage Corp. (and any of its employees, agents, representatives, subsidiaries, affiliates, successors and assigns) to make marketing, advertising, telemarketing, informational, facsimile transmissions, text messages, and other calls and communications, including without limitation by automatic telephone dialing system, to the following telephone numbers of Broker:

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

**Miscellaneous**

This Agreement constitutes the entire agreement between the parties with respect to this subject matter hereof. There are no promises, agreements, terms, or conditions other than those contained herein.

No waiver or modification of this Agreement shall be valid unless executed in writing by both parties. Any waiver or breach of any term or condition of this Agreement will not be deemed a waiver of any other or subsequent breach, whether of a like or different nature.

Notwithstanding any other term or provision of this Agreement, HomeXpress Mortgage Corp. reserves the right, in its sole and exclusive discretion, to amend, update, and modify the Agreement as necessary to comply with applicable laws, regulations, secondary market investor requirements, and other requirements with or without prior notice to Broker.

This Agreement, and any and all disputes in any way arising out of or in any way relating to this Agreement, shall be construed in accordance with the laws of the State of California. In the event of litigation between the parties, venue will lie solely in the Superior Court of California in and for the County of Orange or in the United States District Court, Central District of

California, Southern Division. Broker expressly consents to said venues and to the jurisdiction of these courts, and waives application of inconvenient forum to any litigation in these courts.

Each party hereto agrees to execute any and all documents and writings, and to do such other acts, which may be necessary or expedient to further the purposes of this Agreement.

This Agreement may be executed simultaneously in any number of counterparts, all of which shall constitute one and the same instrument. A copy and/or facsimile reproduction of this Agreement may be used for any and all purposes, and such copy and/or facsimile reproduction will have the same force and effect as a fully executed, original document.

Should any inconsistency exist or arise between a term or provision of this Agreement and a term or provision of any exhibit, schedule, or other incorporated writing (including without limitation the Broker Compensation Addendum to this Agreement), the term or provision of this Agreement will prevail over the provision of the exhibit, schedule, or other incorporated writing.

The terms and conditions of this Agreement (including without limitation the Broker Compensation Addendum to this Agreement) shall be kept confidential and their contents should not be disclosed to any person or entity, except only as necessary to comply with applicable law, valid subpoenas, or regulatory actions, or to enforce the terms and conditions of this Agreement.

Nothing in this Agreement shall be construed to create an exclusive relationship in any market or geographic area between Broker and HomeXpress Mortgage Corp.

Nothing in this Agreement shall be construed to create a joint venture, partnership or agency relationship. HomeXpress Mortgage Corp. reserves the right to terminate this Agreement at any time for any reason.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

**BROKER:**

**HOMEXPRESS MORTGAGE CORP.**

\_\_\_\_\_  
(Printed Name of Broker)

\_\_\_\_\_  
(Signature of Authorized Person)

\_\_\_\_\_  
(Signature of Person Authorized by Broker)

\_\_\_\_\_  
(Printed Name of Authorized Person)

\_\_\_\_\_  
(Printed Name of Authorized Representative)

\_\_\_\_\_  
(Title of Authorized Person)

\_\_\_\_\_  
(Title of Authorized Representative)



## **Addendum to Broker Agreement**

Broker shall comply with all federal, state and local laws, rules and regulations, including the disclosure requirements and prohibitions contained therein, applicable to the conduct of its business, including, without limitation, the following: (i) ECOA and Regulation B, (ii) the Fair Housing Act, 42 U.S.C. §§ 3601 et seq. (“FHA”) and the regulations promulgated pursuant thereto, (iii) the Home Mortgage Disclosure Act, 12 U.S.C. §§ 2801 et seq., (“HMDA”) and Regulation C, (iv) FCRA, (v) RESPA and Regulation X, (vi) TILA and Regulation Z, (vii) the Home Ownership and Equity Protection Act, 15 U.S.C. §§ 1601 et seq., (viii) the Flood Disaster Protection Act, 42 U.S.C. §§ 4001 et seq., (ix) the Gramm-Leach-Bliley Act, (x) Consumer Finance Protection Bureau regulations and regulatory announcements, (xi) state, county and municipal anti-predatory lending laws and ordinances, (xii) state mortgage broker laws, and (xiii) any and all other laws, rules and regulations applicable to Broker, including those governing fraud, compensation, consumer credit transactions, predatory and abusive lending and mortgage banks and brokers.

In connection with ECOA and Regulation B in particular, Broker shall not discourage or pre-screen any Applicant or in any other manner violate the terms of the ECOA and Regulation B. In addition, Broker shall ensure that all compensation that it receives in connection with any transaction complies with the loan origination compensation requirements set forth in Regulation Z.

Broker shall maintain available for Lender’s inspection, and shall deliver to Lender upon demand, evidence of compliance with all federal, state and local requirements.

With respect to each Applicant, Broker represents and warrants that it has complied with the fair lending requirements of the FHA and all regulations promulgated pursuant thereto, the ECOA and Regulation B, and with all other applicable federal, state and local laws, rules and regulations pertaining to fair lending.

With respect to each Applicant, Broker represents and warrants that it has not discriminated in the provision of or in the availability of financial assistance because of the consideration of (A) trends, characteristics or conditions in the neighborhood or geographic area surrounding a housing accommodation, unless Broker can demonstrate in the particular case that such consideration is required to avoid an unsafe and unsound business practice, or (B) race, color, religion, sex, handicap, marital status, domestic partnership, national origin or ancestry. Further with respect to each Applicant, Broker has not considered the racial, ethnic, religious or national origin composition of a neighborhood or geographic area surrounding a housing accommodation or whether or not such composition is undergoing change, or is expected to undergo change, in appraising a housing accommodation or in determining whether or not, or under what terms and conditions, to provide financial assistance.

In the event that Lender decides that it will not approve a particular Mortgage Loan submitted by Broker, Lender will not deliver to any Applicant an “Adverse Action” notice. Rather, Lender shall deliver a completed Adverse Action notice to Broker specifying the reasons Lender has declined to close the Mortgage Loan. Broker shall then send the Adverse Action notice to Applicant in compliance with ECOA and any other applicable federal, state and local laws.

#### RESPONSIBILITY FOR FRAUD

Broker shall not submit any Application or related documents containing false or misrepresented information. 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, or the Applicant, or any other third party involved in the origination of the mortgage loan.

Broker shall indemnify Lender if fraud has occurred in the origination of such mortgage loan.

Broker understands and agrees that in the event Lender reasonably believes misrepresentations or fraud (e.g., instances of misstatements and/or inconsistencies generated either by the Broker or with the Broker’s knowledge) exists in an Application or related documents, Lender may report such misrepresentation or fraud to the appropriate state and federal regulatory authorities, law enforcement agencies, and fraud databases. Broker acknowledges the importance of Lender’s right and necessity to disclose such information. Broker waives any and all claims for liability, damages and equitable or administrative relief in connection with Lender’s disclosure of such information.

AGREED AND EXECUTED ON BEHALF OF BROKER:

Company Name \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF “BROKER OF RECORD”

\_\_\_\_\_  
Date

\_\_\_\_\_  
SIGNATURE OF PRINCIPAL OFFICER

\_\_\_\_\_  
Date

\_\_\_\_\_  
SIGNATURE OF PRINCIPAL OFFICER

\_\_\_\_\_  
Date



**BROKER COMPENSATION ADDENDUM  
TO BROKER AGREEMENT**

This Broker Compensation Addendum (“Addendum”) is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between HomeXpress Mortgage Corp. (“HomeXpress Mortgage Corp.”) and \_\_\_\_\_ (“Broker”). This Addendum supplements the Broker Agreement (“Agreement”) entered into by and between HomeXpress Mortgage Corp. and Broker. Hereafter when read together, the Agreement and the Addendum shall constitute one integrated document.

In consideration of the mutual undertakings and covenants set forth in this Addendum, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. If completed and returned, this Addendum replaces and supersedes any and all prior Broker Compensation Addendums to the Agreement between the parties.
2. This Addendum will be effective for all Brokered Loans registered and assigned to a HomeXpress Mortgage Corp. loan number on or after \_\_\_\_\_.
3. Compensation by the Borrower:

HomeXpress Mortgage Corp. limits compensation on Borrower Paid Transactions at a maximum amount of 275 basis points.

Brokers can offer the following compensation percentages:

- |                                 |                                 |                                 |
|---------------------------------|---------------------------------|---------------------------------|
| <input type="checkbox"/> 0.250% | <input type="checkbox"/> 0.500% | <input type="checkbox"/> 0.750% |
| <input type="checkbox"/> 1.000% | <input type="checkbox"/> 1.250% | <input type="checkbox"/> 1.500% |
| <input type="checkbox"/> 1.750% | <input type="checkbox"/> 2.000% | <input type="checkbox"/> 2.250% |
| <input type="checkbox"/> 2.500% | <input type="checkbox"/> 2.750% |                                 |

Should Broker choose to do so, Broker may stipulate a maximum dollar amount to be received on any loan in connection with the percentage elected above.

Please note that the percentage elected above will be used to calculate the compensation on every loan up to the maximum dollar amount indicated below, if applicable. In no instance, will the compensation amount paid be allowed to exceed the compensation percentage elected above.

Broker may not elect a minimum dollar amount of compensation to be received; the minimum will be based upon the percentage elected above.

Maximum compensation to be received on any loan: \$ \_\_\_\_\_

This election of compensation will be in effect until the next open compensation period.

Compensation schedules will be available for change selection every business quarter. If Broker requires a change to the agreed compensation, Broker must contact its Account Executive and provide a business justification for the change request. HomeXpress Mortgage Corp. will contact Broker prior to the next open compensation period to review and evaluate Broker's request. Should no changes in compensation percentages be necessary, Broker's current election shall remain in effect.

Please note compensation periods are determined at the sole discretion of HomeXpress Mortgage Corp.

When Broker's compensation is paid by the borrower(s), total compensation on each mortgage loan, including any additional lender fees, cannot exceed the selected or defaulted compensation percentage as selected above.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed by their duly authorized representative who, by signing below, represent and certify they have the authority to bind the respective party to this Addendum.

**BROKER:**

\_\_\_\_\_  
(Printed Name of Broker)

\_\_\_\_\_  
(Signature of Person Authorized by Broker)

\_\_\_\_\_  
(Printed Name of Authorized Representative)

\_\_\_\_\_  
(Title of Authorized Representative)

\_\_\_\_\_  
(Broker's Tax Identification Number)

## **Anti-Money Laundering and USA Patriot Act Compliance**

Broker must certify that it maintains written anti-money laundering and USA Patriot Act compliance policies and programs.

This properly executed form must be returned to HomeXpress Mortgage Corp. to become or remain an active HomeXpress Mortgage Corp. broker.

Please complete the below certification and return it to HomeXpress Mortgage Corp.

The undersigned represents and warrants that Broker has established written Anti-Money Laundering and USA Patriot Act policies and programs that comply with federal law, and are currently maintained and strictly enforced.

HomeXpress Mortgage Corp. reserves the right to request evidence of compliance. Broker agrees to provide evidence of compliance, if requested.

### **BROKER:**

\_\_\_\_\_  
(Printed Name of Broker)

\_\_\_\_\_  
(Signature of Person Authorized by Broker)

\_\_\_\_\_  
(Printed Name of Authorized Representative)

\_\_\_\_\_  
(Title of Authorized Representative)

\_\_\_\_\_  
(Date of Execution)

**BROKER AFFILIATE CERTIFICATION DISCLOSURE**

As used in this document, the term “affiliate” means any company that controls, is controlled by, or is under common control with Broker and/or any of Broker’s officers, directors, members, shareholders, or other principals.

As used in this document, the term “control” means:

(A) Broker and/or any of Broker’s officers, directors, members, shareholders, or other principals (or any of their wives, husbands, or close family members) directly or indirectly owns, controls, or has power to vote 25 per cent or more of the shares of the other company;

(B) Broker and/or any of Broker’s officers, directors, members, shareholders, or other principals (or any of their wives, husbands, or close family members) can control the election of a majority of the directors of the other company; or

(C) Broker and/or any of Broker’s officers, directors, members, shareholders, or other principals (or any of their wives, husbands, or close family members) directly or indirectly exercises a controlling influence over the management or policies of the other company.

Please identify any of Broker’s affiliates that provide settlement, real estate, or financial services, such as a real estate brokerage, real estate development company, construction company, appraisal company, appraisal management company, title company, escrow company, or financial services company such as a tax preparation company, or credit counseling company:

Affiliate Name	Nature of Affiliation	Services Provided	Standard Fee or Fee Range for Services

(Please attach a separate list if necessary)

\_\_\_\_\_  
(Printed Name of Broker)

\_\_\_\_\_  
(Signature of Person Authorized by Broker)

\_\_\_\_\_  
(Printed Name of Authorized Representative)

\_\_\_\_\_  
(Title of Authorized Representative)

\_\_\_\_\_  
(Date of Execution)

## BROKER CERTIFICATION

The undersigned broker (“Broker”) hereby certifies the following:

- Broker will conduct its business in compliance with applicable law, including applicable federal and state fair lending laws, and HomeXpress’s Fair Lending Policy.
- Broker has an Employee Training Policy and Procedure on state and federal compliance currently in place.
- Broker has an Employee policy on the process, tracking and resolution of complaints currently in place.
- Broker has a documented Policy for checking their potential employees against the GSA, LDP and state specific debarment lists including without limitation via the following links.
  - GSA Excluded Parties List: <https://www.sam.gov/>
  - HUD’s LDP List: [https://www5.hud.gov/ecpcis/main/ECPCIS\\_List.jsp](https://www5.hud.gov/ecpcis/main/ECPCIS_List.jsp)
  - State of California: <http://www.dir.ca.gov/dlse/debar.html>

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

\_\_\_\_\_  
SIGNATURE OF “BROKER OF RECORD”

\_\_\_\_\_  
Date

\_\_\_\_\_  
SIGNATURE OF PRINCIPAL OFFICER

\_\_\_\_\_  
Date

\_\_\_\_\_  
SIGNATURE OF PRINCIPAL OFFICER

\_\_\_\_\_  
Date

## **LOAN FRAUD ZERO TOLERANCE POLICY**

All approved Wholesale Loan Brokers and Correspondents must be aware that the licensed mortgage broker bears the responsibility for all actions of the broker's employees or licensees. The broker is responsible for the content and quality of each application taken and each loan submitted to HomeXpress.

**THE SUBMISSION OF A LOAN APPLICATION CONTAINING FALSE INFORMATION IS A CRIME!**

A Non-Exclusive List of Types of Loan Fraud:

1. Submission of inaccurate information, including false statements on loan application(s) and falsification of documents purporting to substantiate credit, employment, deposit and asset information, personal information including identity, ownership/non-ownership of real property, etc.
2. Forgery of partially or predominantly accurate information.
3. Incorrect statements regarding current occupancy or intent to maintain minimum continuing occupancy as stated in the security instrument.
4. Lack of due diligence by broker/loan officer/interviewer/processor, including failure to obtain all information required by the application and failure to request further information as dictated by Borrower's response to other questions.
5. Unquestioned acceptance of information of documentation that is known, should be known, or should be suspected to be inaccurate. Examples would include, without limitation:
  - a. Simultaneous or consecutive processing of a multiple owner-occupied loans from one applicant and supplying different information on each application.
  - b. Allowing applicant or interested third party to "assist with the processing of the loan."
6. Broker's non-disclosure of relevant information.

### **Impact of Loan Fraud**

The effect of "Loan Fraud" is costly to all parties involved. HomeXpress stands behind the quality of its loan production. Fraudulent loans cannot be sold into the secondary market and, if sold, will require repurchase by HomeXpress. Fraudulent loans damage our reputation with our investors and mortgage insurance providers. The price paid by those who participate in "Loan Fraud" is even more costly.

The following is a list of a few of the potential consequences to Broker that may be incurred:



1. Criminal prosecution.
2. Loss of License
3. Loss of lender access due to exchange of information between lenders, mortgage insurance companies including submission of information to investors (Freddie Mac/Fannie Mae), police agencies, and the State Licensing Agencies.
4. Civil action by HomeXpress.
5. Civil action by applicant/borrower or other parties to the transaction.
6. Loss of approval status with HomeXpress.

I have read the foregoing and understand HomeXpress's position on "Loan Fraud".

Company Name \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF "BROKER OF RECORD"

\_\_\_\_\_  
Date

\_\_\_\_\_  
SIGNATURE OF PRINCIPAL OFFICER

\_\_\_\_\_  
Date