



Thank you for your interest in becoming an approved broker with PCFWholesale, a division of Prime Choice Funding, Inc. Our application process is fast and simple:

1. Complete the following items in the Complete Broker Package*, sign and print.
2. Include the remaining checklist items.
3. Email all documents to: brokerservices@pcfwholesale.com or you may fax to 657.221.2403

We will contact you within 24 business hours. There is no fee to apply.

BROKER APPLICATION CHECKLIST

- Mortgage Broker Application & Agreement*
- Fair Lending Certification*
- Anti-Money Laundering Declaration *
- Broker Hiring Policy *
- Corporate Resolution * (if applicable)
- Closing Agent Approval *
- Mortgage Broker Compensation Agreement*
- Errors & Omissions Insurance
- Company Formation Documents (Articles of Incorporation, Partnership Agreement, etc.)
- Quality Control Plan
- Resumes of Principal Officers
- YTD P&Ls and Previous Year Financials
- W9

Questions? We are happy to help! Call Broker Services at 714.263.1607 or email us at: brokerservices@pcfwholesale.com | www.PCFwholesale.com



MORTGAGE BROKER APPLICATION

BROKER ID# _____

ACCOUNT EXECUTIVE _____

Company Name or Individual (provide Last, First, Middle) _____ Company (Main) NMLS # _____

Federal Tax ID# _____ *Indicate Federal Tax ID Type* _____
 EIN _____ SSN _____ Company Website _____

Main Address (Physical, not a P.O. Box) _____ Company Phone _____

City _____ State _____ Zip Code _____ Company Fax _____

Start Date of Business _____ State of Incorporation _____ Entity Type _____

Primary Contact/Branch Manager _____ Title _____ NMLS # _____ Email Address _____

Are you owned, controlled or a subsidiary of any other entity? Yes No (if Yes, Name of Entity) _____

Do you own or are affiliated* with any of the following?	Building Contractor	Yes	No	Realty Company	Yes	No
	Property Mgmt. Co.	Yes	No	Appraisal Company	Yes	No
	Accounting/Tax Prep Co.	Yes	No	Credit Repair Co.	Yes	No
	Loan Modification Co.	Yes	No	Other Affiliation (list below)		

If Yes, you must provide the following information on each affiliated* company:
 Name _____ Address, City, State, Zip _____

**Affiliated defined as: Having an ownership in, partnership interest with, family or close personal relationship.*

Are you closing loans under an affiliated Closing Agent/Escrow or Title Company? Yes No

Name _____ Address, City, State, Zip _____

If requesting approval to use affiliated Closing, Escrow or Title, attach a copy of Surety Bond (\$500,000) and Errors & Omission (\$1,000,000)

PRINCIPAL OFFICERS:

 Last Name, First Name, Middle Initial Title % Ownership Social Security #

 Home Address, City, State, Zip Code Email Address

 Last Name, First Name, Middle Initial Title % Ownership Social Security #

 Home Address, City, State, Zip Code Email Address

 Last Name, First Name, Middle Initial Title % Ownership Social Security #

 Home Address, City, State, Zip Code Email Address

LDW may, at its sole discretion, order a credit report on one or more of the principal officers listed above. If a credit report is warranted, LDW will contact the principal officer(s) directly to obtain a credit report authorization prior to pulling any credit report.

LOAN OFFICERS:

 Last Name, First Name, Middle Initial NMLS ID# Email Address

 Last Name, First Name, Middle Initial NMLS ID# Email Address

 Last Name, First Name, Middle Initial NMLS ID# Email Address

If additional space is needed, please check here and attach separate sheet



DISCLAIMER:

Is there any pending litigation involving any principals/owners? Yes No
 Has applicant ever been suspended from brokering loans or had its approval status revoked by any lender? Yes No
If Yes to any above, attach letter of explanation.

CLIENT PORTAL ADMIN & AMC CONTACT:

 Last Name, First Name, Middle Initial Email Address Phone

BROKER BRANCH OFFICES:

 NMLS # Broker Street Address, City, State, Zip Code Branch Manager Last, First, MI

 NMLS # Broker Street Address, City, State, Zip Code Branch Manager Last, First, MI

If additional space is needed, please check here and attach separate sheet

ORIGINATION ACTIVITIES:

_____	# _____	\$ _____	# _____	\$ _____	# _____	\$ _____	# _____	\$ _____
Current Year	VA	Volume	FHA	Volume	Conv	Volume	Other	Volume
_____	# _____	\$ _____	# _____	\$ _____	# _____	\$ _____	# _____	\$ _____
Previous Year	VA	Volume	FHA	Volume	Conv	Volume	Other	Volume

INDUSTRY APPROVALS:

Is Applicant sponsored by any lenders for FHA? Yes No
 FHA I.D.# _____ MERS I.D.# _____
 Approved FNMA Seller/Service? Yes No Fannie ID # _____
 Approved FHLMC Seller/Service? Yes No Freddie ID# _____
 Approved VA? Yes No VA ID# _____

BROKER CONTACTS:

Please provide other contacts in your office that you wish to be granted access to our Client Portal. Contacts will be given access rights to our on-line tools, receive Marketing information and other relevant communication.

Name _____ Title: Underwriter Processor Other
 Email _____
 Phone _____

Name _____ Title: Underwriter Processor Other
 Email _____
 Phone _____

Name _____ Title: Underwriter Processor Other
 Email _____
 Phone _____

If additional space is needed, check here and attach separate sheet

THE UNDERSIGNED DECLARES THAT THE FOREGOING INFORMATION AND ALL ACCOMPANYING INFORMATION ARE TRUE TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF. LDW IS HEREBY AUTHORIZED TO OBTAIN VERIFICATION OF THIS INFORMATION FROM ANY SOURCE IN CONNECTION WITH THIS MORTGAGE BROKER APPLICATION.

 Print Name of Principal Title

 Signature of Principal Date

MORTGAGE BROKER AGREEMENT

THIS MORTGAGE BROKER AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 20____ by and between _____ ("Broker"), its successors and assigns and PCF Wholesale ("Lender"), (collectively, the "Parties"). In consideration of the mutual promises and covenants herein, Broker and Lender hereby agree as follows:

RECITALS

1. Lender hereby authorizes Broker to submit mortgage loan applications and other documentation related to a mortgage application (or a "Loan Submission Package") based on Lender's application program, policies, procedures and pricing information, as amended from time to time.

BROKER RESPONSIBILITIES

2. Broker agrees to deliver to Lender Loan Submission Packages that are taken by Broker in accordance with all applicable federal, state and local requirements. Broker covenants that it shall: (a) comply with the Equal Credit Opportunity Act ("ECOA") and its Regulation B, and with the Fair Housing Act, in Broker's pre- and post- qualification communications with any and all applicants; (b) comply with the Home Mortgage Disclosure Act ("HMDA") and its Regulation C with respect to accurately completing the Government Monitoring Information sought on a Loan Application Form 1003; (c) comply with the Real Estate Settlement Procedures Act ("RESPA") and its Regulation X with respect to the mortgage loan application and settlement process; and (d) comply with all Federal Housing Administration ("FHA") requirements and regulations.
3. Upon receipt of a Loan Submission package from Broker, Lender shall underwrite and approve or deny Loan Submission Package based on Lender's underwriting criteria, rules and regulations, and secondary market standards. Nothing herein constitutes any representation or commitment of Lender that it will extend credit to any applicant, and Lender's determination as to the credit-worthiness of any applicant is final and conclusive as to the parties. A mortgage loan resulting from Broker's submission of a Loan Submission Package ("Mortgage Loan") shall be closed in the name of Lender and, subject to Broker's right to the fee as set forth herein, Broker agrees to assign to Lender, at the time of closing of a Mortgage Loan, all right, title and interest in and to the Loan Submission Package and related documents. Broker shall accurately prepare each Mortgage Loan application contained in a Loan Submission Package in accordance with Lender's policies and procedures in effect at the time such application is made.

COMPENSATION

4. In following Truth-in-Lending, (TILA), and Regulation Z, all mortgage brokers and/or loan originators are subject to the following:
 - i. Payments to Broker/Loan Originator are prohibited that are based on the loan's interest rate or other terms. Compensation that is based on a fixed percentage of the loan amount is permitted.
 - ii. Payments to Broker/Loan Originator are prohibited from creditor or other person if payments are received directly from a consumer.
 - iii. Steering a consumer to a lender offering less favorable terms, in order to increase the Broker/Loan Originator compensation, is prohibited.
 - iv. Broker/Loan Originator agrees to provide a safe harbor to facilitate compliance. Safe harbor is met if the consumer is presented with loan offers for each type of transaction in which the consumer expresses an interest and the loan options presented to the consumer include the following:
 - a. The lowest interest rate for which the consumer qualifies;
 - b. The lowest points and origination fees and
 - c. The lowest rate for which the consumer qualifies for a loan with no risky features.
5. Notwithstanding any other provision of this Agreement, Broker shall not be entitled to receive any fees from an applicant or lender in connection with a Mortgage Loan if Broker is no longer approved, licensed or registered or if Broker is suspended from transacting business by a state or federal agency unless express prior written permission is given by Lender. Further, upon cessation of business, Broker shall not be entitled to collect any fees from Lender or applicant if applicant has not yet executed loan documents in connection with an active (not withdrawn) Loan Submission Package previously submitted by Broker.
6. Lender shall not be responsible for the collection of any fees owed by an applicant to Broker in connection with a Loan Submission Package. Broker shall be wholly responsible for any collection of fees owed to Broker by an applicant.

7. To comply with loan originator compensation rules, the level of broker compensation must be uniform regardless of whether it is lender-paid or borrower-paid.

REPRESENTATIONS AND WARRANTIES OF BROKER

8. As an inducement to Lender to enter into this Agreement and to consummate the making of each Mortgage Loan related to any Loan Submission Package submitted by Broker, Broker represents and warrants to Lender as follows, as of the date of execution hereof and the date of each mortgage application which is delivered by Broker to Lender for approval:
 - a. If a corporation, Broker is a corporation, and if a partnership, Broker is a partnership, duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or organization. Broker is properly licensed, or is exempt or partially exempt, and qualified to transact business in all jurisdictions where it originates mortgage loans and to conduct all activities contemplated by this Agreement. Specifically, Broker maintains a lender's and/or broker's license to originate first and/or second lien residential mortgage loans as may be required by applicable legal requirements.
 - b. Broker has all requisite corporate power, authority and capacity to enter into this Agreement and to perform its obligations hereunder. The execution and delivery of this Agreement and any related agreements and instruments and the consummation of the transactions contemplated hereby and thereby, each have been duly and validly authorized by all necessary corporate action.
 - c. Broker shall comply with all provisions set forth in any present or future guide, manual, policy, procedure, announcement, or other communication (collectively, "Guidelines") provided by Lender to Broker. Any violation by Broker of the Guidelines shall be considered a violation of the Agreement. Any amendment to any present or future Guidelines shall be made via electronic communication, which may include the posting of any amendment to any present or future Guidelines on Lender's broker website. An amendment to any Guidelines or any new Guidelines shall be considered accepted by Broker upon Broker's submission of a Loan Submission Package subsequent to the date of the communication.
 - d. There is no litigation, suit, proceeding or investigation pending or threatened before any court of law or administrative agency (state or federal), other than the litigation, suits, proceedings, or investigations disclosed on Broker's application for approval by Lender, (i) which, individually or in the aggregate may result in any material adverse change in the business, operations, financial condition, or assets of the Broker or in any impairment of the right or ability on the part of the Broker to perform under this Agreement; (ii) relating to fraud; and (iii) relating to predatory lending, or the Broker's brokering practices. No representation, warranty or written statement made by or on behalf of Broker in this Agreement, or in any written or verbal communication made to Lender in connection with the transactions contemplated hereby, contains, or will contain, any untrue statement of a material fact or omits, or will omit a material fact necessary to make the statements contained herein or therein not misleading.
 - e. Broker agrees to comply with all other federal, state or local governing authorities, including but not limited to, Fannie Mae (FNMA), Freddie Mac (FHLMC), and Ginnie Mae (GNMA).
 - f. The Broker does not believe and has no reason or cause to believe that it cannot perform each representation, warranty, and covenant contained in this Agreement.
 - g. Broker shall at all times comply with all applicable federal, state and local anti-money laundering laws, orders and regulations to the extent applicable to Broker, including without limitation, the USA Patriot Act of 2001, the Bank Secrecy Act and the regulations of the Office of Foreign Asset Control ("OFAC").

REPRESENTATIONS AND WARRANTIES AS TO THE MORTGAGE LOANS

9. As an inducement to Lender to enter into this Agreement and to consummate the making of each Mortgage Loan related to a Loan Submission Package submitted by Broker, Broker represents and warrants to Lender as follows, as of the date of execution hereof and the date of each Loan Submission Package delivered by Broker to Lender for approval:
 - a. Broker will comply with all applicable local, state, and federal laws, rules and regulations, including, but not limited to:
 - i. Broker will not submit a Loan Submission Package for and Lender will not originate "high cost" loans under the Home Ownership and Equity Protection Act of 1994 ("HOEPA") or a "high cost," "predatory," "threshold," "covered," or "abusive" loan under any applicable state, federal or local, law, regulation, or ordinance relating to such loans (or similarly classified loans using different terminology under a law,

- regulation, or ordinance imposing heightened regularity scrutiny or additional legal liability for residential mortgage loans having high interest rates, points and/or fees.)
- ii. Broker shall provide any additional documentation requested by Lender in connection with a “higher priced mortgage loan” as defined under Regulation Z, which implements the federal Truth in Lending Act (“TILA”), and in connection with any similarly classified loans using different terminology under a law, regulation, or ordinance imposing heightened regulatory scrutiny or additional legal liability for residential mortgage loans.
 - iii. Broker shall not submit a Loan Submission Package for a loan product where the applicant for the mortgage loan will not receive a tangible net benefit.
 - iv. Broker shall comply with all disclosure requirements under local, state, or federal laws, regulations and ordinances. Broker shall provide all applicants with all applicable disclosures in compliance with all delivery requirements contained in local, state or federal laws, regulations, or ordinances, or in compliance with Lender’s Guidelines. Further, Broker represents and warrants that all disclosures provided by Broker to an applicant shall be dated the date that the disclosure was provided (the date placed in the U.S. Mail or placed in the care of a commercial courier service for overnight delivery, or emailed, sent via facsimile, or personally delivered to the applicant.
 - v. Broker shall comply with all applicable fee restrictions and requirements under local, state, or federal laws, regulations, or ordinances. Broker shall also comply with all applicable fee restrictions and requirements of the Federal National Mortgage Association (Fannie Mae or FNMA), Federal Home Loan Mortgage Corporation (Freddie Mac or FHLMC), Federal Housing Authority (FHA) or Housing and Urban Development (HUD), Ginnie Mae (GNMA) and any other federal agency or quasi-governmental agency.
 - vi. Broker shall comply with any fee restrictions and requirements under Lender’s Guidelines, including any applicable cap on fees charged by Broker.
 - vii. Broker shall not submit a Loan Submission Package to Lender for a Mortgage Loan that refinances a “special” mortgage (including but not limited to, reverse mortgages, mortgages with discounted interest rates or special terms, loans by charitable, religious or state or local agencies.)
- b. Each mortgage application, submitted as part of a Loan Submission package, has been submitted in compliance with the requirements of this Agreement, guidelines and all applicable legal requirements. Broker has no knowledge of any circumstances or conditions with respect to any Loan Submission Package or the related mortgaged property (the “Mortgage Property”) or loan applicant that Broker reasonably believes could be expected to cause the resulting Mortgage Loan to become delinquent or adversely affect the value or marketability of such Mortgage Loan. Broker has committed no act or omission that will impair or invalidate Lender’s interest in, or the enforceability of, any Mortgage Loan. All information and documents submitted by or on behalf of a loan applicant to Broker and by Broker to Lender pursuant to this Agreement are genuine and the information contained in such documents is true, accurate, and complete to the best of the Broker’s knowledge.
 - c. Each Loan Submission Package includes each of the documents and instruments specified by Lender to be included therewith, each of which document and instrument, and all signatures contained thereon, are genuine and enforceable in accordance with its terms.
 - d. Broker shall not charge an applicant a fee for any services performed prior to applicant’s receipt of disclosures required to be provided under the Mortgage Disclosure Improvement Act (“MDIA”), Regulation Z, which implements the Truth in Lending Act (“TILA”) as applicable, Regulation X, which implements the Real Estate Settlement Procedures Act (“RESPA”), and any other applicable federal or state law or regulation as applicable; however, Broker may charge a reasonable fee, that complies with all applicable federal and state restrictions, for the procurement of a credit report.
 - e. Broker shall comply with all federal and state restrictions and requirements and any restrictions and requirements contained in Lender’s Guidelines in connection with any appraisal that is part of a Loan Submission Package (regardless of who obtained the appraisal) including but not limited to, the Home Valuation Code of Conduct (HVCC), if applicable, FHA requirements/restrictions (HUD), Fannie Mae (FNMA) requirements/restrictions, Freddie Mac (FHLMC) requirements/restrictions, Ginnie Mae (GNMA) requirements/restrictions, and any other related issuances of guidelines issued by any governmental or quasi-governmental bodies related to appraisals.
 - f. Broker shall not act as mortgage broker on a Loan Submission Package as to which the Broker or an affiliated company of the Broker provides or will provide settlement services, as defined under RESPA, including but not limited to acting as a notary, unless Broker receives the express prior written permission of Lender.

- g. No fraud, material error, omission, misrepresentation, negligence, or similar occurrence with respect to the Loan Submission Package has taken place on the part of the Broker. Broker shall notify Lender if Broker discovers the occurrence of any fraud, error, omission, misrepresentation, negligence, or similar occurrence by any party with respect to the Loan Submission Package. Broker shall also notify Lender immediately of any suspected fraud, error, omission, misrepresentation, negligence, or similar occurrence by any party with respect to any Loan Submission Package.

MORTGAGE INSURANCE PREMIUMS

10. Lender shall deduct from the loan proceeds the mortgage insurance premium (MIP) and shall forward to HUD such premium together with the completed mortgage insurance package. If HUD issues to Broker the OTMIP Statement of Account, the Mortgage Insurance Certificate (MIC) or a suspense letter with regard to the issuance of a MIC, Broker shall forward same to Lender immediately. Broker agrees to cooperate with Lender in resolving issues relating to suspension of HUD insurance.

QUALITY CONTROL PROGRAM

11. Broker shall maintain a Quality Control Program which shall be acceptable to and comply with all applicable requirements of Lender. Lender reserves the right to change its requirements for such Quality Control Program at any time and for any reason, which such changes shall be effective upon notice to Broker, and to conduct an audit of Broker to verify the existence and implementation of such Quality Control Program. As Lender may from time to time request, including, without limitation, during the initial due diligence and approval of Broker, Broker shall promptly provide Lender with a detailed written description of its Quality Control Program.

REPURCHASE OBLIGATIONS

12. Any of the following circumstances shall be considered a "Repurchase Obligation":
 - a. Broker failed to observe or perform, or has breached any of representations, warranties, covenants or agreements contained in this Agreement or any applicable Guidelines with respect to any loan;
 - b. Lender receives a repurchase notification from any third-party investor and the repurchase request is based on actual fraud or misrepresentation with respect to the loan and Broker was negligent in conducting its responsibilities under this Agreement with respect to the Loan; or failed to follow standard practices which are prevalent in the mortgage banking industry;
 - c. Broker committed fraud or misrepresentation with respect to the Loan or otherwise aided, abetted or assisted in the commission of fraud or misrepresentation by any third party with respect to the Loan or should have known such fraud was being committed and failed to act; and
 - d. Any third-party fraud or misrepresentation has occurred with respect to the Loan in which Broker either had knowledge of or any participation in.

REQUEST FOR REPURCHASE; REPURCHASE PRICE; REPURCHASE PROCEDURES

13. Request for Repurchase. In the event of an occurrence of any repurchase obligation, upon the request of Lender, Broker hereby agrees to repurchase the related Mortgage Loan(s) (or, if the related Mortgage Loan(s) has been foreclosed, the related Mortgaged Property) within thirty (30) days of Broker's receipt of Lender's written demand for an amount equal to the Repurchase Price (as defined below). For the purpose hereof, the term "foreclosure" shall include judicial foreclosure, non-judicial foreclosure, deed in lieu of foreclosure, or any other mechanism of obtaining title to the Mortgage Property.

Repurchase Price. The repurchase price for any Mortgage Loan which Lender has requested Broker to repurchase (the "Repurchase Price") shall be an amount equal to the sum of (a) the current unpaid principal balance of the Mortgage Loan at the time of repurchase (or at the time of the foreclosure sale date if the related Mortgage Loan has been foreclosed); (b) accrued but unpaid interest on such principal balance at the interest rate, contained in the applicable promissory note (the "Note"), from the paid-to-date of the Mortgage Loan through and including the last day of the month in which the Repurchase Price is paid; (c) all costs and expenses, including without limitation, reasonable fees and expenses of counsel, incurred by Lender as a result of Broker's breach of this Agreement or enforcing the terms of the Mortgage Loan; (d) any unreimbursed advances made by Lender, including without limitation, principal payments advanced to investors, taxes or insurance or payments authorized by the Note or the Mortgage or Deed of Trust (collectively, the "Mortgage") or law to protect Lender's interest in the Mortgage Loan or related Mortgaged Property; (e) any discount on sale of the property to the third party; and (f)

any other fees, costs or amounts relating thereto. The Repurchase Price shall be reduced by (i) any proceeds of mortgage insurance collected by Lender with respect to the Mortgage Loan that have not been applied to the unpaid principal balance and (ii) if the Mortgage Loan has been foreclosed and the Mortgaged Property has been sold to a third party, the proceeds of the sale price received by Lender net of all advances, costs and expenses, including but not limited to reasonable fees and expenses of counsel, incurred by Lender in connection with such sale.

Repurchase Procedures. Upon Lender's receipt of the Repurchase Price, Lender shall execute and deliver to Broker (i) an assignment of the Mortgage, an endorsement to the Note, and the related Mortgage Loan files and other Mortgage Loan documents, each without representation, warranty or recourse, and (ii) if Lender previously foreclosed the Mortgage Loan and at such time then owns the Mortgage Property, a deed to the Mortgage Property, without representation, warranty or recourse, and (iii) if Lender previously foreclosed the Mortgage Loan but either sold the Mortgage Property or another buyer purchased the Mortgage Property at the foreclosure, an assignment of all deficiency obligations of the mortgagor, without representation, warranty or recourse. With respect to the servicing of any Mortgage Loan(s) repurchased by Broker, Lender shall transfer such servicing, or cause such servicing to be transferred, to Broker or its designee. If the Broker is unable to service any Mortgage Loan(s) or does not have a designee for such servicing, Lender may, at its sole option, service such Mortgage Loan(s) for a fee equal to Lender's then current rate until such time as Broker is capable of servicing such Mortgage Loan(s) or designates a successor servicer. All costs of transferring servicing of any repurchased Mortgage Loan(s) from Lender to Broker or its designees shall be borne by Broker and Broker shall reimburse Lender for any costs incurred in connection therewith. Broker's Repurchase Obligation with respect to a Mortgage Loan shall not be eliminated, reduced or otherwise modified as a result of any modification, workout or assumption of the Mortgage Loan.

REQUEST FOR INDEMNIFICATION; INDEMNIFICATION AGREEMENT IN LIEU OF REPURCHASE

14. Request for Indemnification. Upon the request of Lender, Broker hereby agrees to indemnify and hold Lender and its officers, directors, employees, agents, shareholders and representatives harmless from and against any and all claims, demands, liabilities, causes of action and expenses, including attorneys' fees actually incurred, relating to, arising out of or in connection with Broker's breach of any representation, warranty or covenant contained herein; provided, however, that Broker shall have no obligation to indemnify Lender to the extent the claim for indemnification is based on (i) Lender's negligence or willful misconduct or (ii) Broker's breach of an obligation that is or was the responsibility of Lender under a processing agreement entered into between the parties.

Indemnification Agreement in lieu of Repurchase. At Lender's sole option and in lieu of repurchasing the related Loan(s) subject to a Repurchase Obligation, Lender may require the Broker to enter into a written indemnification agreement in a form acceptable to Lender (the "Indemnification Agreement") which requires the Broker to indemnify Lender, including, without limitation, reimbursing Lender for any losses incurred by Lender as a result of such Repurchase Obligation with respect to the Mortgage Loan(s).

EARLY LOAN PAYOFF

15. If any Conventional Mortgage Loan is paid off within one hundred twenty (120) days of the funding date, Broker agrees to pay Lender all compensation Broker received as a result of the original Mortgage Loan. If any Government Mortgage Loan is paid off within one hundred fifty (150) days of the funding date, Broker agrees to pay Lender all compensation Broker received as a result of the original Mortgage Loan. If any non-agency or jumbo loan is paid off within one hundred eighty (180) days of the funding date, Broker agrees to pay Lender all compensation Broker received as a result of the original Mortgage Loan. If any FHA 203k or Fannie Mae HomeStyle Renovation Mortgage loan is paid off within two hundred seventy (270) days of the funding date, Broker agrees to pay Lender all compensation Broker received as a result of the original Mortgage Loan. In the event the payoff is due to a refinance by the same Broker, and the new loan is delivered back to Lender, part or all of the above requirements may be waived upon the sole discretion of Lender. Lender shall notify Broker in writing of the amount due with respect to any Early Payoff, and Broker agrees to submit payment within fifteen (15) days of receipt of such notice. If payment is not received by Lender, the amount owing may be offset against any amount due Broker, or an affiliated Broker, as determined by Lender.

FIDELITY BOND AND/OR ERRORS AND OMISSIONS (E&O) POLICY

16. Broker shall maintain at all times during the term of this Agreement, at its own expense, such insurance as is required by applicable legal requirements, and that is otherwise appropriate given the nature of Broker's business, including: (i) hazard and liability insurance, (ii) errors and omissions policy or policies where required by state law, and (iii) a blanket fidelity bond.

NOTIFICATION OF CHANGE OF STATUS

17. Broker shall promptly notify Lender; (i) in the event of any substantial change in the financial condition, ownership or management of Broker, (ii) if Broker knows or has reason to believe that any information in the Loan Submission Package or other document delivered to Lender is untrue, and (iii) in the event any government or other agency has made any adverse finding or threatened or taken any adverse actions with respect to the Broker or its officers, directors or employees. Broker shall promptly notify Lender of any suspension or termination or any notice of suspension or termination of any license, registration, or approval to broker mortgage loans at the state or federal level.
18. Broker shall execute and deliver all such instruments and take all such action as Lender may reasonably request from time to time in order to effectuate the purposes and to carry out the terms of this Agreement.

USE OF NAME

19. Broker shall not use Lender's, or Lender's affiliates', name, brand or logo without the express prior written consent of Lender.

RIGHT TO OFFSET

20. In addition to any other remedies that the parties hereto may have at law or equity, Broker shall indemnify Lender and hold Lender harmless against any and all claims, losses, liabilities, costs, expenses, damages, penalties, fines and forfeitures of any kind, including but not limited to reasonable attorneys' fees, resulting from: (a) the breach by Broker of any representation, warranty or covenant of this Agreement or (b) the failure of Broker to comply with applicable legal requirements or Lender's requirements. If Broker fails to pay Lender any sums due hereunder, or which are owed to the Lender, Lender shall be permitted to offset such sums from any amounts which are due or become due to Broker pursuant to the terms of this Agreement.

REMEDIES

21. The remedies set forth in this Agreement and the Guidelines, if any, are in addition to and not to the exclusion of any and all rights and remedies available to Lender at law or in equity including specific performance. All remedies shall be cumulative and non-exclusive.

MODIFICATION OF AGREEMENT

22. Lender reserves the right to modify any provision hereof in whole or in part upon the giving of thirty (30) days' written notice of such modification to Broker. Loan Submission Packages submitted by Broker after the end of the thirty (30) days' notice provided for herein shall be governed by the revised provision of this Agreement.

TERMINATION OF AGREEMENT

23. This Agreement shall continue in existence and effect until terminated as provided for herein. This Agreement may be terminated with respect to future mortgage applications submitted by Broker to Lender by either party at any time by giving prior written notice of termination to the other party. Such termination shall not in any respect change, alter, modify or terminate the obligations of any party, including the representations and warranties of Broker with respect to Mortgage Loans or Loan Submission Packages which have been submitted by Broker to Lender prior to the date of such termination.

SOLICITATION

24. For a period of twelve (12) months following the consummation of any Mortgage Loan under this Agreement, neither Broker nor any of its affiliates, officers, employees or agents shall directly or indirectly solicit or cause to be solicited, by direct mail, telephone, email, personal solicitation or otherwise, any Mortgage Loan resulting from a Loan Submission Package for the purpose of prepaying, refinancing or modifying such Mortgage Loan in whole or part, except with the written permission of



Lender. Notwithstanding the foregoing, it is understood and agreed that mass promotions undertaken by the Broker which are directed to the general public at large, provided that no segment shall consist primarily of the borrowers or obligors under the Mortgage Loans, including, without limitation, mass mailings from commercially acquired mailing lists, advertisements via radio, television, newspaper, email, shall not constitute solicitation under this Section.

CONFIDENTIALITY

25. The Parties will keep confidential, and will cause their respective employees, contractors, affiliates and agents to keep confidential, any and all information obtained from the other Party which is designated as confidential, and the Parties will not use such information for any purpose other than those intended by this Agreement.

PRIVACY

26. All customer information in the possession of either Party ("Customer Information") is and shall remain confidential and proprietary information of each Party except (i) as otherwise set forth in this Agreement and (ii) information independently obtained by the Parties and not derived in any manner from information obtained under or in connection with this Agreement. The Parties agree to comply with any and all federal, state and local statutes, regulations and rules applicable to the protection and privacy of consumer information, including without limitation, the privacy provision of the Gramm-Leach-Bliley Act, 15 U.S.C. § 6801 (the "Privacy Requirements") and implementation of appropriate measures designed to safeguard Customer Information.

LENDER'S BROKER WEBSITE (BROKER PORTAL)

27. If Broker is provided access to Lender's broker website, Broker shall comply with any and all requirements of applicable law, policies, procedures and/or terms and conditions of use related thereto, including, without limitation, the protection of passwords and maintenance of security regarding access and use of Lender's broker website, present and future. Notwithstanding the foregoing, Broker may be required to consent to such policies and procedures, and such terms and conditions of use regarding Lender's broker website, present and future, via a "click-through" or hard copy agreement, in which case, Broker agrees that by acceptance of such, Broker shall be legally bound thereby. Further, Broker expressly agrees that Lender may change the policies and procedures and/or terms and conditions of use governing Lender's broker website, present and future, at any time and for any reason upon notice to Broker, and any such change shall be effective on the date specified in such notice.

NOTICES

28. Any notice or demand which is given pursuant to this Agreement shall be deemed to have been sufficiently given if in writing and delivered personally or sent by registered or certified mail (return receipt requested), postage prepaid, or sent by facsimile (and confirmed promptly by telephone) with a hard copy sent by overnight courier service, or sent by overnight delivery to the following addresses, unless otherwise specified in this Agreement:

If to Lender:

PCF Wholesale
Attention: Client Services
17852 E 17th St Suite 107
Tustin, CA 92780

Phone: 714.263.1607
Fax: 866.260.1697

Email: brokerservices@PCFwholesale.com

If to Broker:

All such notices or other communications shall be deemed to have been received: (i) on the date of such personal delivery, if sent by personal delivery; (ii) on the date of facsimile transmission (and machine-confirmed receipt), if sent by facsimile transmission; (iii) on the third (3rd) business day after being mailed by registered or certified mail, if sent by registered mail or certified mail; and (iv) on the next business day after being sent via commercial overnight courier, if sent by commercial overnight courier.

HOME EQUITY – LIMITED AGENCY APPOINTMENT

29. With regard to home equity loans secured by owner occupied collateral located in Texas, Lender hereby appoints Broker as Lender's agent for the sole and limited purpose of complying with the pre-closing disclosure requirements of Section 50(a)(6), Article XVI, Texas Constitution relating to the notice required by Section 50(g), identified herein as the "Notice Concerning Extension of Credit", so that the 12-day pre-closing period may commence to run as soon as possible. This limited agency is restricted to the Broker receiving the loan application from the owner on behalf of the Lender and providing the owner a copy of the Notice Concerning Extension of Credit for the sole purpose of starting the 12-day period and for no other purpose. Broker is not acting as the agent of Lender in receiving the loan application for any other purpose, including but not limited to disclosures required by the Truth-In-Lending Act and Regulation Z.

JURISDICTION

30. Any action arising out of this Agreement or the transactions contemplated shall be instituted in any state or federal court located in the State of California without regard to choice of law provisions thereof. Further, each Party expressly waives any obligation which such Party may have to the laying of venue of any such action, and irrevocably submits to the jurisdiction of any such court and agrees to be fully bound by any final unappealed decision of those courts.

ENTIRE AGREEMENT

31. This Agreement constitutes the entire agreement between the parties with respect to the relationship hereby established and shall supersede and cancel all prior agreements, offers and negotiations whether in writing or otherwise. This Agreement may be amended and any provision hereof waived, but only in writing signed by the party against whom such amendments or waiver is sought to be enforced.

SUCCESSORS AND ASSIGNS

32. This Agreement will insure to the benefit of and be binding upon the parties hereto and their successors and assigns. However, neither Lender nor Broker shall assign this Agreement without the prior written consent of the other except that Broker expressly agrees that Lender may, in its sole discretion, transfer and assign this Agreement to any of its affiliates. Nothing in this Agreement, express or implied, is intended to confer on any person other than the parties hereto and their successors and permitted assigns, any rights, obligations, remedies or liabilities.

SEVERABILITY

33. Any part, provision, clause, sentence, representation or warranty of this Agreement which is prohibited, or which is held to be void or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

RELATIONSHIP OF THE PARTIES

34. Nothing herein contained shall be deemed or construed to create a partnership, agency or joint venture between the Parties hereto. The services of Broker shall be rendered as an independent contractor and not as agent for Lender, and Broker shall not represent to any applicant(s) that it is an agent for Lender. This Agreement creates a non-exclusive relationship between the Parties.

GOVERNING LAW

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

WAIVER OF JURY TRIAL

36. **THE PARTIES HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT WHICH EITHER OR BOTH OF THEM MAY HAVE TO RECEIVE A TRIAL BY JURY WITH RESPECT TO ANY CLAIMS, CONTROVERSIES OR DISPUTES ARISING OUT OF OR WHICH RELATE TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF.**

DISPUTE RESOLUTION

37. The Parties hereby waive their rights to institute litigation with respect to any dispute arising under this Agreement except as to disputes arising under Subsection 37(e), and consent instead to be bound by the results of the dispute resolution process of this Section provided, however, that the foregoing shall not affect the right of a Party to seek judicial confirmation or relief after the entry of a Decision (as defined below) by an Arbitrator (as defined below) which is not complied with within the time required therein.

If a dispute or disagreement arises that cannot be amicably resolved, either Party, may apply to the American Arbitration Association ("AAA") for arbitration and the appointment of an arbitrator ("Arbitrator") in accordance with the following procedures:

- i. Rules of Arbitration. The arbitration process shall be conducted by the Arbitrator at a location in or near Foothill Ranch, California selected by the Arbitrator, and shall be conducted under the Federal Arbitration Act, 9 U.S.C. Section 1, et seq., subject to this Agreement, any other documents executed by the Parties and Law. Except as provided herein, the Arbitrator shall follow the rules of the AAA, but shall have discretion to vary from those guidelines in light of the nature or circumstances of any particular disagreement. Discovery rules and the extent and scope of discovery with respect to any dispute shall be in the sole discretion of the Arbitrator responsible for the arbitration with respect to such dispute.
- ii. Timing of Arbitration. The Parties shall cooperate in good faith to permit a conclusion of the arbitration hearing within twenty (20) business days following the appointment of the Arbitrator (including, but not limited to, making representatives available for the arbitration), and shall endeavor to submit a joint statement setting forth each dispute to be resolved, including a summary of each Party's position on each dispute.
- iii. Arbitration Hearing. In all events, unless waived by the Parties, the Arbitrator will conduct an arbitration hearing at which the Parties and their counsel shall be present and have the opportunity to present evidence and examine the evidence presented by the other Parties. The proceedings at the arbitration hearing shall, unless waived by the Parties, be conducted under oath and before a court reporter.
- iv. Reliance on Experts. If the matters or issues involved in any dispute are outside the scope of expertise of the Arbitrator acting as the arbitrator with respect to such dispute, the Arbitrator shall have the right to obtain and rely on experts with respect to the applicable matters or issues (such as mortgage loan consultants, lawyers, accountants, etc.). All costs of any experts retained by the Arbitrator shall be borne by the Parties in accordance with Subsection 37(g). The services or advice obtained from experts by the Arbitrator in accordance with this Section shall not be in lieu of any testimony that a Party may wish to present from its own expert on the matters or issues that are the subject of the dispute.
- v. Decision of Arbitrator. Upon the conclusion of the arbitration hearing, the Arbitrator shall render a decision with respect to each individual dispute. The decision of the Arbitrator with respect to any dispute shall be final and binding on all Parties. As part of its decision, an Arbitrator acting as an arbitrator hereunder may render a decision compelling specific performance by a Party of its obligations under this Agreement. The Arbitrator acting as an arbitrator of any dispute hereunder shall have the authority to award monetary damages subject to any limitations on damages in this Agreement. A judgment may be entered and enforced by any court of competent jurisdiction based on any decision rendered by an Arbitrator acting as an arbitrator hereunder.

- vi. Standards of Conduct. If a dispute is submitted to arbitration, the Parties agree that they will not contact or communicate with the Arbitrator who was appointed as arbitrator with respect to any dispute either ex-parte or outside of the contacts and communications contemplated by this Section.
- vii. Costs. The cost of resolving any dispute pursuant to arbitration, as described in this Section, shall be borne by the Parties as determined by the Arbitrator who acts as arbitrator with respect to such dispute.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of day and year first above written.

LENDER:

Name

Title

Signature

Date

BROKER:

Company Name

Principal Name/Title

Principal Signature

Date



**ADDENDUM TO MORTGAGE BROKER AGREEMENT
MORTGAGE BROKER FAIR LENDING COMPLIANCE CERTIFICATION**

PCF Wholesale, a division of Prime Choice Funding, Inc. (the “Company”) is committed to treating all prospective and existing customers in a fair and equitable manner. As part of this commitment, the Company has adopted a Fair Lending Policy, which promotes organizational compliance with applicable fair lending laws, including the Equal Credit Opportunity Act (ECOA) and Fair Housing Act.

As a third party (“you”) who takes customer applications and brings customers to the Company for assistance in obtaining a loan, the Company requests that you review the following set of expectations and acknowledge and confirm that you operate in accordance with fair lending laws as they apply to your business with the Company.

Pursuant to its Fair Lending Policy, the Company conducts routine monitoring of third parties for fair lending compliance and reserves the right to act against third parties where fair lending risks, or violations, are identified. This includes, but is not limited to, restrictions on business and suspension of the business relationship.

Fair Lending Laws

ECOA, and its implementing regulation, is a law that prohibits discrimination with respect to any aspect of a credit transaction. The Fair Housing Act, and its implementing regulations, contain similar prohibitions against discrimination with respect to the origination or purchase of loans secured by real estate. Under both ECOA and the Fair Housing Act, it is also unlawful to make any oral or written statement, in advertising or otherwise, to applicants or prospective applicants that would discourage on a prohibited basis a reasonable person from making or pursuing an application.

Collectively, the Company, ECOA, and the Fair Housing Act prohibit discrimination based on (i.e., the “prohibited bases”):

- Race or color
- Religion
- Nation Origin
- Sex
- Marital Status
- Age
- Receipt of public assistance income
- The exercise of any right under the Consumer Credit Protection Act
- Familial Status
- Handicap
- Sexual orientation or gender identity

Theories of Discrimination

While the above-mentioned fair lending laws provide a clear set of prohibited practices, fair lending laws also generally recognize three types of discrimination. These are:

- Overt Discrimination – Overtly discriminatory policies or practices;
- Disparate Treatment – Adverse use of discretion in the lending function relative to a prohibited basis; and
- Disparate Impact – Application of a nondiscriminatory policy that has a discriminatory impact.

Acknowledgement

The Company is committed to engaging in fair lending in accordance with the above-noted laws, as well as other applicable fair lending laws. It is the Company’s policy to make credit products available to all applicants who meet the Company’s credit standards in a fair and consistent manner within the confines of safe and sound lending practices.

The Company appreciates your business and requests that you acknowledge your compliance with the foregoing fair lending practices of the Company during the entire term of your relationship with the Company. The Company also conducts routine monitoring to assess third party compliance with fair lending laws.

Received, read, understood and agreed:

BROKER COMPANY NAME

By: _____
Principal Officer Name/Signature

Date



ANTI-MONEY LAUNDERING & BANK SECRECY ACT COMPLIANCE DECLARATION

Per the final Rule 31CFR, (Parts 1010 and 1029) of the Bank Secrecy Act, dated February 14, 2012, issued by the U.S. Department of Treasury, Financial Crimes Enforcement Network (FinCEN) requiring non-bank residential mortgage lenders, mortgage loan brokers and originators to establish an Anti-Money Laundering (AML) program and file Suspicious Activity Reports (SARs), PCF Wholesale requires that all third party clients certify that they are fully compliant with the Rule.

The applicant named below hereby certifies that they have a current and compliant Anti-Money Laundering (AML) plan in place.

Return this executed declaration to: brokerservices@pcfwholesale.com

Principal Officer/Owner Name

Title

Signature

Date

Company Name



BROKER HIRING POLICY

All third-party originators (Brokers) who do business with PCF Wholesale are expected to have a hiring policy and procedure in place for checking all employees, including management, involved in the origination of mortgage loans (including application through closing) against the U.S. General Services Administration (GSA) Excluded Parties List, the HUD Limited Denial of Participation List (LDP List), and the Federal Housing Finance Agency (FHFA) Suspended Counterparty Program (SCP) list.

Broker certifies that they fully comply with this requirement.

Acknowledgement

Received, read, understood & agreed

BROKER COMPANY NAME

By: _____
Principal Officer Name/Signature

Date



CORPORATE RESOLUTION

A meeting of the Board of Directors of _____ was held
Company Name
on _____ day of _____, 20_____.

Resolved that _____ commences to
Company Name
do business with Prime Choice Funding, Inc. for the purpose of submitting loans for approval and
funding by said Lender.

Accordingly I, _____, _____ of
Name of Witnessing Officer Title of Witnessing Officer *
_____ a _____, do hereby certify
Company Name Company Type (LLC, Corporation, etc.)

that _____ as _____ is
Corporation Officer who Executed Agreement ** Title of Officer who Executed Agreement

authorized to execute documents and forms on behalf of the corporation and be bound by the terms
and conditions of the Agreement.

Witness my hand and seal of office on _____ day of _____, 20_____.

Signature of Witnessing Officer

Title of Witnessing Officer

* The party signing this document must be an officer of said Corporation

** The officer listed in the Corporation Officer space above must be the same Officer that executed the Agreement



Closing Agent Approval

Please provide us with the following information on any Closing Agents that you wish to use. *Attach the agent's E&O policy, Surety/Fidelity Bond, and wire instructions, if available.*

Closing Agent Company _____

Address _____

City _____ State _____ Zip _____

Phone _____ Contact _____

Email _____

Closing Agent Company _____

Address _____

City _____ State _____ Zip _____

Phone _____ Contact _____

Email _____

Closing Agent Company _____

Address _____

City _____ State _____ Zip _____

Phone _____ Contact _____

Email _____



AFFILIATED BUSINESS CLOSING AGENT APPROVAL

If you are requesting approval to use a broker-owned or affiliated Closing Agent, please complete the following:

Closing Agent Company Name _____

Address _____

City _____ State _____ Zip _____

Phone _____

Principals/Owners _____

Primary Contact _____

Email _____

CONTRACT PROCESSOR AGREEMENT

If you are requesting approval to use a contract processor, please complete the following:

Contract Processor Name _____

Address _____

Email _____ Phone _____ NMLS# _____

**provide a copy of the contract between the broker and processor _____



MORTGAGE BROKER COMPENSATION AGREEMENT

This Compensation Agreement ("Agreement") is made and entered into this _____ day of _____, 20_____, by and between the "Lender" Prime Choice Funding, whose principal place of business is 17852 E. 17th St. Ste 107, Tustin Ca 92780 and _____, the "Broker" whose principal place of business is _____.

In accordance with TILA, this Agreement establishes the agreed upon compensation between PCF and the Broker. PCF will offer two plans: a Borrower-paid plan and a Lender-paid plan. The Broker may select either plan for each individual loan submitted to PCF. Compensation may not come from multiple sources, thus all compensation on each individual loan must be 100% Borrower-paid or 100% Lender-paid.

Borrower-Paid Plan

Under a Borrower-Paid Plan, the Broker may negotiate and establish compensation directly with the borrower and will be paid 100% by the Borrower. The only limitations are:

- The compensation must be permitted under the program selected
- The compensation must not exceed any high-cost provisions, higher-priced regulations, state predatory lending laws or usury laws
- The compensation must not exceed the amount of the Lender-Paid plan in effect

Lender-Paid Plan

Under a Lender-Paid Plan, the Broker and PCF will establish compensation as follows:

Compensation: Compensation will be established as a percentage of the loan amount. The Broker must pre-select one of several compensation tiers ranging from 0.25% to 2.75%, in increments of .1250%. Once the Broker selects a compensation tier, that tier applies to all loans submitted during that period. Under a Lender-Paid Plan, compensation may not increase or decrease on each individual loan. PCF will also assign a maximum dollar amount.

Additional Provisions

Broker Compensation to Loan Originators: The Broker is responsible for complying with all aspects of TILA, including but not limited to, compensation to their loan originators. If the Broker selects a Borrower-Paid Plan for a specific loan, the Broker must compensate the loan originator on either a salary or hourly basis. Bonuses are allowed if they are not based on a specific individual loan. For example, bonuses can be paid on overall volume or quality. If the Broker selects a Lender-Paid Plan for a specific loan, the Broker may compensate the loan originator as a fixed percentage of the loan amount with or without a fixed minimum or maximum dollar amount but cannot vary with different levels or tiers of loan amounts. The Broker may also split the Broker's compensation with the loan originator as long as the amount is a fixed percentage or fixed dollar amount. The Broker may not pay the loan originator on a loan's terms or conditions or interest rate.

The Broker may not compensate a loan originator on factors that are considered proxies such as the credit score or debt-to-income ratio. If the Broker has multiple branches, all loan originators of each branch must only be paid based on the sole compensation agreement in place for their company. If the Broker chooses to submit one loan to LDW under a Borrower-Paid Plan, and another loan to LDW under a Lender-Paid Plan, the Broker must still pay each loan originator in accordance with TILA as stated above. The Broker must have written compensation agreements in place with their loan originators. These compensation agreements may change periodically but cannot change by individual loan. Thus, if the loan originator is on a salary and the Broker changes a loan from one Plan to the other, the Broker must continue to pay the loan originator on a salary. Also, if the Broker's processor also originates even one loan, then the Broker must comply with this regulation and pay the processor as above. There may be other forms of acceptable and unacceptable compensation. The paragraph is only intended to outline Broker responsibilities as they relate to compensation to loan originators. The Broker should refer to the ILSA regulation for further guidance or seek legal advice.



Modifications: The Broker may not change plans on a per-loan basis. Established compensation via the Compensation Addendum (the "Addendum") will remain in effect for a minimum of 30 days. Broker may choose to change the compensation indicated on the Addendum as often as every 30 days by notifying LDW in writing. An amended Addendum will be prepared stating the new compensation amount and must be executed by both the Broker and PCF. Changes will be effective on the first business day of the month following the end of the previously contracted 30-day period. Once the modification to the Agreement is made, the Broker is responsible for managing loans in his pipeline to ensure each loan still complies with all Federal, State, County and Local regulations as well as LDW policies.

Term: This Agreement shall remain in effect indefinitely until terminated by mutual agreement or at the sole discretion of PCF. Upon termination, Broker's compensation will immediately cease, and PCF will not be obligated to pay Broker any additional monies.

Effective Date: This Agreement is effective upon the later date of both parties' acceptance and will be applied at the time the individual loan is accepted for submission by PCF. If modifications are subsequently made to the Agreement by Addendum, the compensation will be paid in accordance with the Addendum in effect at the time the individual file is accepted for submission by PCF. Subsequent modifications by Addendum will not be applied to loans already accepted by PCF.

Entire Agreement: This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to Broker compensation, and governs any Schedules subsequently entered into between PCF and Broker excepting the Mortgage Broker Agreement and its Addendums, as well as any and all PCF policies which are incorporated herein by reference and remain in full force and effect. Both Parties agree that no representations, inducements, promises, or agreements (oral or otherwise) have been made by any party or anyone acting on behalf of any party, which are not embodied herein; and that no other agreement, statement, or promise not contained herein shall be valid or binding. Any modification of this Agreement will be effective only if it is writing and signed by both parties.

Governing Law: The Agreement shall be governed by, construed and enforced under the laws of the State of California without conflict of any law. Each of the parties irrevocably submits to the jurisdiction of any state or federal court located in Orange County, California, over any action, suit or proceeding to enforce or defend any right under this Agreement or otherwise arising from any transaction existing in connection with this Agreement. If any provision of this Agreement is found to be invalid, such invalidity shall not affect any other provision hereof.

Counterparts and Addendums: This Agreement may be executed in counterparts and Addendums, each of which shall be deemed an original, and both of which, taken together, shall constitute one and the same instrument.

Electronic Record: Our transmission of this Agreement as an electronic record containing an electronic signature, as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or the facsimile transmission of this Agreement containing a facsimile of a signature, shall be as effective, enforceable and valid as if a paper version of this Agreement were delivered containing an original written ink signature.

Indemnification: Broker indemnifies and holds PCF harmless from Broker's violation of TILA and accordingly agrees to cover any losses incurred by PCF, which includes, but is not limited to, losses incurred through borrower's rescission of any loan.

Compliance Certification: Broker agrees to comply with the applicable TILA regulation as it relates to compensation. Broker certifies to PCF that Broker has read and understands the regulation mentioned above and is in compliance with all requirements of the regulation and has established written compensation agreements with each of its originators including loan originators, producing



managers and/or applicable loan processors and will compensate these originators in accordance with the regulation. Broker further certifies that every loan under the Lender-Paid Plan contains a Safe Harbor document in compliance with the Anti-Steering provision, and that it maintains a signed document on each loan by all borrowers indicating the loan with the (1) lowest posted interest rate; and (2) lowest posted interest rate for any loan with no risky features such as pre-payment penalties or balloons; and (3) interest rate with the lowest cost.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date written below.

Broker: _____

Prime Choice Funding, Inc.

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Broker ID#: _____

Federal Tax ID #: _____



MORTGAGE BROKER COMPENSATION ADDENDUM

This Addendum supplements, amends and becomes part of the Mortgage Broker Compensation Agreement (“Agreement”), dated _____, by and between Prime Choice Funding and _____, (the “Broker”) and supersedes all previous Addendums.

We are electing to offer both a Borrower-Paid Compensation Plan and a Lender-Paid Compensation Plan (must select a rate below). Although we have selected a Lender-Paid Plan, and a rate below, the maximum dollar amount of our compensation will never exceed \$20,000.00.

Minimum \$ _____ Maximum \$ _____
(optional)

<input type="checkbox"/> 0.25%	<input type="checkbox"/> + \$500 flat fee <i>(optional)</i>	<input type="checkbox"/> 1.625%	<input type="checkbox"/> + \$500 flat fee <i>(optional)</i>
<input type="checkbox"/> 0.375%	<input type="checkbox"/> + \$500 flat fee <i>(optional)</i>	<input type="checkbox"/> 1.75%	<input type="checkbox"/> + \$500 flat fee <i>(optional)</i>
<input type="checkbox"/> 0.50%	<input type="checkbox"/> + \$500 flat fee <i>(optional)</i>	<input type="checkbox"/> 1.875%	<input type="checkbox"/> + \$500 flat fee <i>(optional)</i>
<input type="checkbox"/> 0.625%	<input type="checkbox"/> + \$500 flat fee <i>(optional)</i>	<input type="checkbox"/> 2.00%	<input type="checkbox"/> + \$500 flat fee <i>(optional)</i>
<input type="checkbox"/> 0.75%	<input type="checkbox"/> + \$500 flat fee <i>(optional)</i>	<input type="checkbox"/> 2.125%	<input type="checkbox"/> + \$500 flat fee <i>(optional)</i>
<input type="checkbox"/> 0.875%	<input type="checkbox"/> + \$500 flat fee <i>(optional)</i>	<input type="checkbox"/> 2.25%	<input type="checkbox"/> + \$500 flat fee <i>(optional)</i>
<input type="checkbox"/> 1.00%	<input type="checkbox"/> + \$500 flat fee <i>(optional)</i>	<input type="checkbox"/> 2.375%	<i>(flat fee not available above 2.25%)</i>
<input type="checkbox"/> 1.125%	<input type="checkbox"/> + \$500 flat fee <i>(optional)</i>	<input type="checkbox"/> 2.50%	
<input type="checkbox"/> 1.250%	<input type="checkbox"/> + \$500 flat fee <i>(optional)</i>	<input type="checkbox"/> 2.625%	
<input type="checkbox"/> 1.375%	<input type="checkbox"/> + \$500 flat fee <i>(optional)</i>	<input type="checkbox"/> 2.75%	
<input type="checkbox"/> 1.50%	<input type="checkbox"/> + \$500 flat fee <i>(optional)</i>		

Subject to the modifications set forth herein, all other terms, conditions, and provisions of the Agreement are affirmed, incorporated herein by reference and shall remain in full force and effect. All terms not otherwise defined herein shall have the meaning specified in the Agreement.

I understand that any compensation changes will apply to any and all loans with a LE Date on or after the Effective Date listed above. Further, I understand that all broker locations approved under Prime Choice Funding “PCF” will be on the same compensation plan, regardless of geographical location.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date written below.

BROKER: _____

Prime Choice Funding, Inc.

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Future Compensation changes will be effective the 1st day of the month following the request.

