



Company Name	Date
Broker Contact	Account Executive

For Brokers who have been in business more than 12 months, RISE TPO's QuickStart Broker Approval will provide system access and login credentials so you can deliver loans immediately, while preparing the rest of your application package.

- QuickStart Initial Submission (First 5 Items Listed Below)
- QuickStart Follow-up Submission (Full Package)

**Required QuickStart Approval Items**

To avoid delays, please complete all fields and sign/date all pages where applicable.

**I. QuickStart Mortgage Broker Application**

- Signed by Broker of Record and Principal Officer

**II. Wholesale Mortgage Broker Agreement**

- Signed and unaltered
- Complete item 1.0 with the date, company name, type of business, state, and street address
- Complete item 14.0 with the address and email where notices are to be sent

**III. Broker's Corporate Resolution**

- Completed, signed, and dated

**IV. Lender Paid Compensation Election Form**

- Completed, signed, and dated

**V. W-9 Request for Taxpayer ID # and Certification**

- Completed, signed (by Broker or Principal Officer), and dated

**Required Follow-up Items (within 45 days of QuickStart Approval Items or risk suspension)**

To avoid delays, please complete all fields and sign/date all pages where applicable.

**VI. Fraud Policy Disclosure**

- Completed, signed, and dated

**VII. List of Mortgage Loan Originators (MLOs) Submitting Loans and their NMLS IDs**

- Names and NMLS IDs of all who will originate and submit loans to RISE TPO provided

**VIII. Loan Originator Compensation Policy and Agreement**

- Company name entered at the top of the page
- Completed, signed, and dated

**IX. TRID Compliance Certification**

- Completed, signed, and dated

**X. Broker Hiring Practices Certification**

- Completed, signed, and dated

**XI. FHA Broker Sponsorship Agreement (if applicable)**

- Completed, signed, and dated

**XII. HELOC Addendum**

- Completed, signed, and dated

**XIII. Additional Required Documents (not included in this RISE TPO packet)**

- Last year's full year financials, including most recent Balance Sheet and P&L (both dated within 90 days)
- Current Broker & Officers Licenses
- Résumé of Broker and Principal Officer
- Quality Control Plan (Written internal policy)
- Articles of Incorporation for Corporation or Organization for LLC (if applicable)
- E&O Policy (if applicable)



**Applicant Information**

The applicant named below is applying for approval as a Mortgage Broker with RISE TPO.

Legal Name of Company		Company DBA (if different)	
Broker of Record		Company Main Phone	
Broker of Record Email Address		Company Street Address	
Broker Social Security Number	Broker Date of Birth	Company City, State and Zip Code	
Broker State License Number	Expiration Date	Company NMLS ID Number	
Broker NMLS ID Number		Principal Officer	
Broker Home Street Address		Principal Officer Email Address	
Broker Home City, State and Zip Code		Principal Officer SSN	Principal Officer Date of Birth
Company Date of Formation		Principal Officer Home Street Address	
Company State of Formation		Principal Officer City, State and Zip Code	
If Company is a Corporation, is it a subsidiary or controlled by another entity? If so, list here:			

**Ownership of Company**

What percentage of ownership in Company is held by the Broker?	
What percentage of ownership in the Company is held by Principal Officer(s)?	

**Ownership of Company by Other Individuals**

Please list additional owners and percentage owned below. For each individual owning 10% or more, include their information below. All individuals owning 10% or more must sign this Application and the attached Agreement. Please attach a separate sheet if necessary.

Owner 2 Name	Owner 2 Percentage Owned
Owner 2 Social Security Number	Owner 2 Date of Birth
Owner 2 Home Address	Owner 2 City, State and Zip Code

Owner 3 Name	Owner 3 Percentage Owned
Owner 3 Social Security Number	Owner 3 Date of Birth
Owner 3 Home Address	Owner 3 City, State and Zip Code

Owner 4 Name	Owner 4 Percentage Owned
Owner 4 Social Security Number	Owner 4 Date of Birth
Owner 4 Home Address	Owner 4 City, State and Zip Code



**Lender References**

If no Lender references, please attach a letter of explanation

Company Name	Contact Name	Phone Number	Email Address

**Licensing Information**

States in which Company licensed:	
States from which Company will submit loans to RISE TPO:	
Company FHA and/or VA approved?	FHA <input type="checkbox"/> YES <input type="checkbox"/> NO VA <input type="checkbox"/> YES <input type="checkbox"/> NO
Does Company have centralized loan processing?	<input type="checkbox"/> YES <input type="checkbox"/> NO
Does Company have a QC Plan in place?	<input type="checkbox"/> YES <input type="checkbox"/> NO (if yes, please include copy with application)

**Affiliated Companies**

Please certify that your company **does not** have any affiliation\* with any of the following companies: **Appraisal Company, Accounting or Tax Preparation Company, Building Contractor or Developer, Credit Bureau Service, Escrow Company, Property Management Company, Realty Company, or Title Company.**

\* **Affiliation** is defined as having any type of ownership interest or connection with any close family members who have an ownership interest; RISE TPO will not accept appraisals from appraisers who are affiliated with the Broker.

Please mark the appropriate box here and have Broker of Record and Principal Officer sign below to certify this information about Affiliated Companies is accurate and correct. If marking the 'does' box, list the Affiliated Company(ies) below.

I certify that Company  does /  does not have any affiliation with any of the above-referenced companies. List Company's Affiliates below. Attach a separate sheet if necessary.

<b>Affiliated Company 1 – Company Name</b>	Affiliated Company 1 Phone Number
Affiliated Company 1 Address	Affiliated Company 1 City, State and Zip Code

<b>Affiliated Company 2 – Company Name</b>	Affiliated Company 2 Phone Number
Affiliated Company 2 Address	Affiliated Company 2 City, State and Zip Code

<b>Affiliated Company 3 – Company Name</b>	Affiliated Company 3 Phone Number
Affiliated Company 3 Address	Affiliated Company 3 City, State and Zip Code

**If an Affiliated Company is a Closing Agent or Escrow Company, provide the following (required):**

1. Quality Control Plan for Company's assurance no conflict of interest due to affiliated business arrangement
2. Errors and Omissions (\$300,000 minimum) Policy under affiliated Closing Agent/Escrow Company Name



**Disclosure/Due Diligence**

Please read the following statements and indicate **YES** or **NO** for each. If any answer is **YES**, please include a detailed letter of explanation with your Broker Application Package. Sign below to certify truthfulness. **Has Company, its Principals, or Officers...**

1. ever been suspended or debarred by any lender from brokering mortgage loans?	<input type="checkbox"/> YES <input type="checkbox"/> NO
2. ever been named as Defendant in a lawsuit for alleged fraud?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3. ever been involved in or is currently involved in any litigation?	<input type="checkbox"/> YES <input type="checkbox"/> NO
4. ever been named as Defendant in a criminal, civil, or administrative proceeding/complaint/conviction for alleged fraud or misrepresentation?	<input type="checkbox"/> YES <input type="checkbox"/> NO
5. ever filed for protection from creditors under any provision of the bankruptcy laws or made an assignment for the benefit of creditors within the last seven years?	<input type="checkbox"/> YES <input type="checkbox"/> NO
6. ever had a real estate, lending, or other professional license suspended or revoked, or received any other disciplinary action from a regulatory agency?	<input type="checkbox"/> YES <input type="checkbox"/> NO
7. or any Company Affiliate ever had any lender enforce or attempt to enforce the Hold Harmless, Indemnification, or Repurchase Clause of a Correspondent or Broker Agreement?	<input type="checkbox"/> YES <input type="checkbox"/> NO
8. ever been the subject of any disciplinary action or regulatory sanction for violation of any fair lending, fair housing, predatory lending, or non-discrimination laws or regulations?	<input type="checkbox"/> YES <input type="checkbox"/> NO
9. ever been suspended or debarred by HUD?	<input type="checkbox"/> YES <input type="checkbox"/> NO
10. ever had any unfavorable findings in any audit, examination, or investigation?	<input type="checkbox"/> YES <input type="checkbox"/> NO

**Authorizations and Certifications**

By signing this Application you agree that RISE TPO may, at its discretion, provide information to you and/or Company via telephone, facsimile, and/or email using the contact information provided within this Application (or to another telephone, facsimile, or email address provided by you) and/or by courier, U.S. Postal Service, the Internet, and/or any other electronic or physical means. You agree to provide updated telephone, facsimile, and email addresses to RISE TPO should the information provided herein change. Information provided may pertain to pricing, rates, available programs, specials and other topics to keep you aware of product opportunities and changes in the marketplace and/or how RISE TPO conducts business. You also agree to provide RISE TPO with annual recertification.

**If you decide to rescind this authorization, you agree to inform RISE TPO in writing at:**

OCMBC, Inc. dba RISE TPO  
 Broker Approval Department  
 19000 MacArthur Blvd, Suite 200  
 Irvine, CA 92612

The undersigned declares that the information contained in this Application and all accompanying supporting documentation is true and correct to the best of his/her/their knowledge and belief. The undersigned understands that RISE TPO is relying on said information in making its business decision to approve the Broker for conducting business with RISE TPO. With signatures below, RISE TPO is hereby authorized to obtain verification of the information provided from any source (including credit checks, reference inquiries, and background checks) regarding the Broker, Principal(s), and Owner(s) in connection with this Mortgage Broker Application. A photocopy or facsimile of this authorization may be used as a duplicate original. RISE TPO will treat the information obtained as confidential.

Broker of Record Signature	Date	Principal Officer Signature	Date
<b>X</b>		<b>X</b>	



## 1.0 PARTIES

This Wholesale Mortgage Broker Agreement (“Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, with OCMBC, Inc. dba RISE TPO, a California Corporation with its principal offices located at 19000 MacArthur Blvd., Suite 200, Irvine, California 92612 (“RISE TPO” or “Lender”), and \_\_\_\_\_

\_\_\_\_\_  
(full legal name of the Broker—either Company Name or Sole Proprietor Name)

a \_\_\_\_\_ with a principal business located at \_\_\_\_\_  
(state in which business formed and type of business entity)

\_\_\_\_\_  
(complete address of the principal place of business)

(“Broker”). RISE TPO and Broker are referred to herein individually as “Party” and collectively as the “Parties.”

## 2.0 SUBJECT MATTER OF THE AGREEMENT

RISE TPO is a licensed mortgage company engaged in the business of, among other things, receiving loan application packages from mortgage brokers, such as Broker for closing and funding consideration. This Agreement sets forth the Parties’ rights and obligations with respect to such loan application packages as Broker may from time to time submit to RISE TPO for closing and funding consideration.

## 3.0 INTEGRATED AGREEMENT

This Agreement, including any and all other materials that are incorporated into this Agreement by reference, as set forth below, is intended to and does set forth the entire understanding between the Parties with regard to the subject matter of this Agreement, and it replaces and supersedes all other prior or contemporaneous agreements or understandings between the Parties, whether written or oral, with regard to said subject matter. Except as expressly provided otherwise elsewhere in this Agreement, no amendments, supplements, addenda or waivers of any term or provision of this Agreement shall be valid or have any force or effect whatsoever unless set forth in writing, which is signed by an authorized representative of each of the Parties to this Agreement.

## 4.0 NONEXCLUSIVE AGREEMENT

Nothing contained herein shall obligate Broker to submit all the loan application packages it creates or generates to RISE TPO, nor shall RISE TPO be obligated to approve and/or fund any loan application package submitted to it by Broker, it being expressly understood by and between RISE TPO and Broker that this is a nonexclusive Agreement.

## 5.0 INDEPENDENT CONTRACTOR RELATIONSHIP

Nothing contained herein shall constitute a partnership or joint venture between or among RISE TPO and Broker. The Parties hereby expressly agree and acknowledge that, with regard to the subject matter of this Agreement, they are, and at all times shall be, governed by this Agreement, operating as independent contractors. Broker shall at no time and under no circumstances represent or hold itself out to any third party, either expressly or impliedly, as an agent or employee of RISE TPO. Broker shall at no time make use of any trade or service mark or logo of RISE TPO without express and specific written consent of RISE TPO. Broker has no authority, either expressly or impliedly, under this Agreement or otherwise, to enter into any contract or agreement with any third party by or on behalf of RISE TPO.

## 6.0 GOVERNING LAW

This Agreement shall be governed by and construed under the laws of the State of California.

## 7.0 AGREEMENTS, REPRESENTATIONS, AND COVENANTS OF BROKER

In consideration for the Agreement of RISE TPO to receive from Broker and consider for funding such loan application packages as Broker may from time to time submit to RISE TPO, Broker hereby agrees, represents, and covenants, as the case may be, as follows:

**7.1** Each such loan application package that Broker submits to RISE TPO on behalf of the potential borrower(s) for whom Broker is working shall be completed and submitted to RISE TPO at the sole and exclusive expense of Broker and/or the potential borrower(s) on whose behalf Broker is working.

- 7.2** Each such submission of a loan application package to RISE TPO by Broker shall be made under such programs, procedures, and fee schedules as RISE TPO may from time to time establish, in its sole and exclusive discretion, as published on our daily rate sheet and website located at [www.risetpo.com](http://www.risetpo.com) and the Wholesale Broker portal.
- 7.3** At the time of submission of each such loan application package, Broker shall have properly prepared and shall then furnish to RISE TPO, in the form required, such items or documents as RISE TPO may require, and shall thereafter provide any additional documentation requested by RISE TPO including, without limitation, such information and/or documentation as RISE TPO may require in order to comply with such laws and/or regulations as may be applicable to RISE TPO and/or the loan application package for RISE TPO's consideration thereof for closing and funding, as located on our portal.
- 7.4** Broker shall furnish RISE TPO with such information and/or documentation as may be required, and shall provide RISE TPO with such information and/or documentation as RISE TPO may request, which RISE TPO may, in its sole and exclusive discretion, determine that it requires in order for it to ensure to its satisfaction that each such loan application package Broker has submitted to RISE TPO will, if the loan applied for is funded, result in a loan that will be saleable by RISE TPO in the secondary market for such loans.
- 7.5** The contents of each such loan application package submitted to RISE TPO shall become the property of RISE TPO immediately upon submission, and all information contained therein is, but is not required by this Agreement to be, subject to independent verification by RISE TPO.
- 7.6** Broker has not made and the application does not contain any false, misleading, or incomplete statements or omissions to RISE TPO in connection with Broker's application for approval by RISE TPO or with respect to each such loan application package submitted to RISE TPO under the terms of this Agreement, or omitted to state a fact required to be stated therein or necessary to make the information and statements made therein not misleading.
- 7.7** Broker neither has nor is aware of any adverse information and/or documentation concerning any potential borrower(s) on whose behalf it submits a loan application package to RISE TPO that it has not communicated to RISE TPO, and all documents and instruments prepared or submitted by Broker, either with the loan application packages originally submitted or as it may have been supplemented by Broker, either in response to RISE TPO's request(s), if any, for additional information and/or documentation, or otherwise, are valid and genuine in every respect.
- 7.8** No appraisal or title company, controlling, controlled by, or under common control with Broker has been used in connection with the origination or closing of any loan resulting from a loan application package submitted to RISE TPO under the terms and provisions of this Agreement.
- 7.9** Broker will make such investigations and inquiries necessary to verify the truthfulness and completeness of all information provided in each such loan application package submitted to RISE TPO, including without limitation, information relating to the creditworthiness of the potential borrower(s) and the value of the real property securing the loan being applied for by the potential borrower(s), and with regard to each such loan application package submitted to RISE TPO hereunder, and all information contained herein, all such information is true, accurate and complete as of the date the loan application is submitted to RISE TPO for funding consideration and on the date the loan closes and funds, and Broker has not omitted any material information either from the loan application package as originally submitted or as it may have been supplemented by Broker, either in response(s) to RISE TPO request(s), if any, for additional information and/or documentation, or otherwise.
- 7.10** If at any time during the period between the original submission of a loan application package and the closing and funding of the loan applied for Broker, learns or has reason to believe that any of the information or documentation submitted by Broker either with the loan application package as originally submitted or as it may have been supplemented by Broker, either in response(s) to RISE TPO request(s), if any, for additional information and/or documentation, or otherwise, of if any of Broker's representations and/or not genuine, Broker shall immediately give written notice thereof to RISE TPO.
- 7.11** Broker has fully disclosed to RISE TPO in writing, and agrees to fully disclose to RISE TPO in writing on an ongoing basis throughout the term of this Agreement, the existence of any and all past or present claims, actions, lawsuits, legal or administrative proceedings, arbitrations, and dispute resolution proceedings or any kind of nature, regardless of whether they are or were civil, criminal, quasi-criminal,

administrative, or otherwise, to the extent same would materially interfere with the Broker's obligations under the terms hereof, including all unfiled claims, without limitation, repurchase requests or indemnification or "make whole" claims, by any licensing or law enforcement authority or by any other lenders against Broker or any of Broker's salespersons, employees, partners, associates, shareholders or members, whether presently or formerly associated with Broker.

- 7.12** All salespersons and employees of Broker, and all other persons associated with Broker who will provide services in conjunction with the submission of each loan application package submitted to RISE TPO under the terms of this Agreement have, in so doing, acted in compliance with the requirements applicable to Broker under this section of the Agreement with regard to teach such submission of a loan application package to RISE TPO and Broker shall bear full responsibility for any instance of noncompliance with the terms of this section of the Agreement by any such person.
- 7.13** To the extent licensing is required for Broker's actions, Broker is now, and at all times during this Agreement shall be and remain, duly licensed under the laws of the state(s) in which Broker does business, in possession of all necessary licenses, endorsements, permits, and/or certifications to originate and close mortgage loans secured by deeds of trust or mortgages encumbering dwellings or other real property in such state(s), and has the legal authority to engage in the activities contemplated by this Agreement, and all persons employed by or associated with Broker to carry on the business contemplated under this Agreement shall at all times hereunder either be able to validly do so or shall have their own valid and duly issued license(s), endorsements, permits and certifications to do so.
- 7.14** Broker, and each individual owner (10% or greater) hereby expressly authorizes RISE TPO, at all times during the term of this Agreement, to obtain and review, at such times and on such occasions as RISE TPO may in its sole discretion deem necessary or appropriate, credit reports for Broker as well as for each individual owner (10% or greater) who is a signatory to this Agreement in order that RISE TPO may assess on an ongoing basis the continuation of the business relationship between Broker and RISE TPO pursuant to this Agreement and its terms.
- 7.15** If Broker is other than a sole proprietorship, Broker is, and throughout the term of this Agreement will remain, duly organized and existing as a corporation, limited liability company, partnership or another form of business organization in good standing under the laws of the jurisdiction in which Broker was formed and organized and Broker has and will continue to have the requisite power and authority to enter into and perform the terms for this Agreement.
- 7.16** Broker shall at all times during the term of this Agreement, and all loan packages shall, comply with all applicable federal, state, and local laws, regulations and rules regarding the processing and origination of residential mortgage loans, including but not limited to: Equal Credit Opportunity Act (ECOA), and Regulation B.; Real Estate Settlement Procedures Act (RESPA), and Regulation X; Truth in Lending Act (TILA), and Regulation Z; Homeownership and Equal Opportunity Protection Act (HOEPA); Fair Housing Act; Fair Credit Reporting Act; Federal Consumer Credit Protection Act; Gramm-Leach-Bliley Act; California Civil Code; California Housing Financial Discrimination Act; Flood Disaster Protection Act; Patriot Act; Appraiser Independence Rules (and pertinent sections of Regulation Z regarding appraiser independence); Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010, including but not limited to the Unfair, Deceptive, and Abusive Acts and Practices Act; and any and all state and federal fair lending regulations.
- 7.17** Broker understands and agrees that RISE TPO may report information about any loan application package that RISE TPO believes may contain misrepresentations and/or irregularities to the applicable regulatory agency and to any mortgage industry background database, including without limitation databases operated by Mortgage Asset Research Institute, Inc., such as the Mortgage Industry Data Exchange (MIDEX). Broker agrees that it and its employees may be named as the originating entity or loan officer(s) on any such loan, Broker acknowledges the importance of RISE TPO's right and necessity to disclose such information, and without limiting any other release provisions in this Agreement, on behalf of itself and its directors, agents, employees, successors, and assigns from any and all limitation reasonable legal and accounting fees and expenses, arising from the reporting or use by any database subscriber of any information submitted by RISE TPO with regard to Broker and its employees to any mortgage industry background database, including without limitation MIDEX.
- 7.18** No obligation of Broker under the terms of this Agreement may be assigned or delegated by Broker to any third party without the express written consent of RISE TPO.

**7.19** Broker maintains an effective Quality Control Program and Compliance Management System (collectively, its CMS) designed to prevent violations of federal consumer financial law, and associated consumer harm. Broker shall make available, upon the request of RISE TPO: (a) copies of Broker's written policies, procedures, internal controls and training materials relative to Broker's employees and/or agents that have consumer contact and/or any consumer compliance responsibilities in connection with residential mortgage loan origination; and (b) permit RISE TPO access, during normal business hours, to the offices of Broker in order for RISE TPO to make appropriate on-site reviews, as necessary to confirm the propriety and effectiveness of Broker's CMS, including an examination of Broker's internal controls and procedures that are designed to protect against a violation of federal consumer financial law and/or consumer harm.

Broker agrees to report to RISE TPO, within three (3) days: (a) any consumer complaint which in any way involves any of the services contemplated by this Agreement or a loan application submitted to RISE TPO for funding consideration; (b) any consumer complaint that involves federal consumer financial law, whether or not related to the service contemplated in this Agreement ; (c) any legal or regulatory action that alleges a violation of federal consumer financial law; and/or (d) any changes in senior management, it is expressly understood and agreed that the terms of this Section 7.19 are a material condition and inducement to RISE TPO to enter into this Agreement. It is further understood and agreed that any failure of Broker to fully perform, in whole or in part, any of the terms of this Section 7.19 shall constitute a material breach of this Agreement and the grounds for its immediate termination.

**7.20** No Mortgage Loan Package will be submitted that has been referred or brokered to Broker by a person other than Broker who will directly or indirectly receive any fee or compensation from Broker. If Broker contracts out for services through a third-party service, such as contract processing, then Broker is ultimately responsible for the actions, errors, and omissions of the contract processor's actions relative to the loan file, loan documents, financial documents, and the Applicant.

## **8.0 TERM AND TERMINATION**

The term of this Agreement shall be infinite and shall commence with the effective date as provided in Section 18.0 of this Agreement. RISE TPO reserves the right to terminate this Agreement at any time, and for any reason, which termination shall be effective upon notification to Broker by an authorized representative of RISE TPO.

## **9.0 INDEMNIFICATION**

**9.1** Broker shall indemnify and hold Lender harmless from and against any and all loss, claim, damage, liability, and cost sustained or incurred by Lender, including all costs and reasonable attorney's fees and costs, arising out of or based upon the inaccuracy or breach of any warranty or representation made by Broker in this Agreement, the breach by Broker of any obligation or covenant to be performed by Broker under this Agreement, or any claim by a Mortgage Loan applicant arising out of a failure or refusal to fund a Mortgage Loan. In the event of any claim against Lender or Broker by a Mortgage Loan applicant, Lender shall have the exclusive right to determine the conduct and defense of such legal proceeding or investigation with such Mortgage Loan applicant, including without limitation the right to compromise, settle, defend or continue any such action. Lender shall have the right but shall be under no obligation to assume the legal defense of Broker, and Broker shall pay Lender its reasonable share of legal costs and expenses.

**9.2** In addition to any additional remedies Lender may have under this Agreement, Broker agrees to repurchase from Lender any Mortgage Loan made pursuant to this Agreement, upon the terms and conditions set forth herein, in the event Broker has breached any of the terms of this Agreement, Broker shall effectuate the purchase of any Mortgage Loan required to be repurchased pursuant to this Agreement within thirty (30) days after Broker's receipt of a written demand for repurchase from Lender. The repurchase price for any Mortgage Loan that Broker is required to purchase hereunder shall be an amount equal to the sum of (a) the then unpaid principal balance of the Mortgage Loan; (b) accrued interest through the date of purchase; (c) all unreimbursed advances and extraordinary costs and expenses incurred by Lender with regard to such Mortgage Loan during the life of the Mortgage Loan; (d) all other costs and expenses incurred by Lender, including penalties incurred by Lender from any investor or servicer for reasonable attorney's fees incurred in connection with the purchase; and (e) any fees paid by Lender, including but not limited to all fees and costs paid to Broker and/or other parties for goods and services rendered in connection with the origination and closing of such Mortgage Loan. Upon purchase of any Mortgage Loan by Broker, Lender shall endorse the Note and shall assign the Mortgage

in recordable form to Broker, without representations and warranties, whether express or implied and without recourse to Lender.

## **10.0 EARLY PAYOFF AND DEFAULT POLICY**

**10.1** During the term of this Agreement, RISE TPO shall maintain and Broker acknowledges LMS's Early Payoff ("EPO") and Default ("EPD") Policy (the "EPO/EPD Policy") with regard to loan application packages RISE TPO receives from Broker, which are approved, closed, and funded by RISE TPO.

**10.2** For EPOs, if the applicable Borrower prepays any portion of a Mortgage Loan within 180 days of the loan funding date on the applicable loan for any reason, Broker shall pay to Lender an indemnification amount equal to all compensation paid to Broker on the loan transaction from any source, including Borrower Paid transactions. Throughout the term of this Agreement, Lender will monitor the frequency of any such EPO activity on loans submitted by Broker and should Lender determine, in its sole and exclusive discretion, as a result of such monitoring, that the frequency of EPO activity on loans submitted by Broker are deemed excessive, such a finding shall be deemed a valid basis for a declaration of default of this Agreement on the part of the Broker and justification for immediate termination of this Agreement.

Partial Prepayment of 20% or less of the principal balance of the mortgage loan within 180 days of the loan funding date may occur without prepayment fees.

For EPDs, in the event the Borrower of a Mortgage Loan originated by Broker shall be deemed an EPD as set forth below, Broker agrees to pay to Lender an amount equal to all compensation paid to Broker on the loan transaction from any source, including Borrower Paid transactions, plus a \$3,500 administration fee. A loan is deemed to be an EPD if any of the first six (6) payments due under the mortgage Note become more than thirty (30) days contractually past due, regardless of current payment delinquency status.

**10.3** RISE TPO will issue to Broker a billing statement detailing any loans to which the EPO/EPD Policy applies, and the amount required to be reimbursed to RISE TPO as detailed above, which will include a \$3,500 administration fee on EPDs billing statements. Payment to RISE TPO in full of any reimbursement amount owed by Broker under the EPO/EPD Policy will be required within thirty (30) days of Broker's receipt of a billing statement reflecting a reimbursement amount due to RISE TPO. RISE TPO may, in its sole discretion, and without prior notice or demand to Broker, take an offset against any monies due for any reason from RISE TPO to Broker for any reimbursement amount due from broker to RISE TPO as a result of any application of the EPO/EPD Policy, and any such offset taken by RISE TPO shall not under any circumstances constitute or be deemed to be an accord and satisfaction.

Non-waiver of Remedies, Right to Offset. Lender is not required to demand repurchase or indemnification within any particular period of time. Any delay or passage of time before making such demand shall not constitute a waiver by Lender and nothing contained in this provision shall limit Lender's right to any remedy, legal or equitable; all such legal and equitable remedies, including those provided for herein, being in addition to and not in lieu of any other remedy. Lender may, in its sole discretion, and without prior notice or demand to Broker, take an offset against any monies due for any reason from Lender to Broker for any reimbursement amount due from Broker to Lender as a result of any EPD, EPO, or indemnification and any such offset taken by Lender shall not, under any circumstances, constitute or be deemed to be an accord and satisfaction of any such outstanding amount or matter unless and until Lender confirms such accord and satisfaction in writing.

**10.4** RISE TPO may, in its sole and exclusive discretion, implement such additional policies and procedures in the future as may be necessary or appropriate to further address early payoff issues.

## **11.0 WAIVERS OF REMEDIES**

RISE TPO's failure or delay to audit any loan prior to funding and closing, or RISE TPO's failure to or delay in giving notice to Broker of any material loan application or documentation discrepancy discovered after funding or RISE TPO's failure or delay to exercise any right or remedy available under this Agreement or at law or equity, shall not act as a waiver of any right or remedy, nor shall any single or partial exercise of any right preclude any other or further exercise thereof. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver. All remedies shall be cumulative and nonexclusive.

**12.0 MATERIALS INCORPORATED BY REFERENCE**

The Parties hereby incorporate into this Agreement by this reference each and all of the terms and provisions of the following documents, copies of which are appended hereto: Fair Lending Acknowledgment; Fraud Policy Disclosure; Broker’s Commitment to Responsible Lending.

Broker agrees that this Agreement supersedes all previous agreements entered into between the parties hereto and the terms and conditions hereof shall apply to and govern all loan brokerage transactions heretofore and hereafter conducted between Broker and Lender.

**13.0 JURISDICTION AND VENUE**

The Parties hereby and expressly agree and consent that jurisdiction and venue for any dispute arising out of this Agreement shall be in the Superior Court of the State of California in the County of Orange, or in the Orange County Division of the United States District Court for the Central District of California.

**14.0 NOTICES**

All demands, notices, and communications delivered to a Party hereunder shall be in writing (which may be delivered by electronic transmission to the email addresses set forth below) and shall be deemed delivered only when received by the Party to which it is sent. Any such demand, notice, or communication not delivered via electronic transmission shall be delivered by a recognized private courier service or deposited with the United States Postal Service, certified mail, postage prepaid, return receipt requested, addressed as follows, unless such address is changed by written notice hereunder.

**14.1 IF TO BROKER**

<b>Company Name</b>	
<b>Attention</b>	
<b>Street Address</b>	
<b>City, State and Zip</b>	
<b>Telephone</b>	
<b>Email</b>	

or such other address as may hereafter be furnished to RISE TPO in writing by the Broker.

**14.2 IF TO LENDER**

<b>Company Name</b>	OCMBC, Inc. dba RISE TPO
<b>Attention</b>	Lina Colon, Chief Administrative Officer
<b>Street Address</b>	19000 MacArthur Blvd., Suite 200
<b>City, State and Zip</b>	Irvine, CA 92612
<b>Telephone</b>	949-679-7400
<b>Email</b>	admin@ocmbc.com

**15.0 ATTORNEY FEES**

In any action or proceeding arising out of the Agreement, the prevailing party therein shall be entitled to an award of its reasonable attorney’s fees as an item of costs.

**16.0 SEVERABILITY**

If any provision of this Agreement is held invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

**17.0 EXECUTION OF AGREEMENT**

This Agreement shall be of no force and effect unless and until it is executed by both Parties hereto. For the Broker, this Agreement must be acknowledged/signed by all Principals with 10% or greater ownership.



18.0 EFFECTIVE DATE OF AGREEMENT

The effective date of this Agreement shall be the date of its execution by the last of the Parties to execute it.

I have read, understand, and agree to all the above terms and conditions of the Wholesale Mortgage Broker Agreement.

FOR BROKER:

_____ Broker of Record Printed Name and Title	_____ Signature	_____ Date
_____ Broker of Record License Number	_____ Broker of Record License Expiration Date	
_____ Principal #2 Printed Name and Title	_____ Signature	_____ Date
_____ Principal #3 Printed Name and Title	_____ Signature	_____ Date
_____ Principal #4 Printed Name and Title	_____ Signature	_____ Date
_____ Principal #5 Printed Name and Title	_____ Signature	_____ Date

FOR LENDER:

_____ Printed Name and Title	_____ Signature	_____ Date
---------------------------------	--------------------	---------------



## Broker's Corporate Resolution

AS OF \_\_\_\_\_ it was unanimously resolved that \_\_\_\_\_,  
 (Authorized Signatory Name and Title)  
 and also \_\_\_\_\_ are hereby authorized on behalf of  
 (Authorized Signatory Name and Title)  
 \_\_\_\_\_ ("Company") to sign and execute  
 any and all instruments of acceptance and transfer and other documents whenever necessary. These  
 matters so being resolved and agreed to by the Directors of this Company/Corporation, the undersigned  
 hereby causes them to be in effect immediately.

### Sample of authorized Signatures

Authorized Signatory	Date	Authorized Signatory	Date
<b>X</b>		<b>X</b>	
Authorized Signatory Printed Name		Authorized Signatory Printed Name	

Broker of Record Signature	Date
<b>X</b>	
Broker of Record Printed Name	
Broker of Record Title (if Company Title in Addition to Broker)	



## Lender Paid Compensation Election Form

### LOAN ORIGINATOR INFORMATION

<b>Legal Name of Company</b>	<b>Broker of Record</b>
<b>RISE TPO Account Executive Name</b>	<b>Broker ID Number</b>
	<b>Implementation Term*</b> <input checked="" type="checkbox"/> Month-to-Month

\* **The Implementation Term** is effective for one month. Broker is not required to change or reaffirm its compensation level every month. Unless RISE TPO receives written notice of Broker’s selection of a different compensation plan level within the election window, the Compensation Plan with RISE TPO will automatically renew for the next month. The Lender Paid Compensation Election Form must be returned to RISE TPO five (5) days before the start of a new term. Please email to RISE TPO at [clients@RISETPO.com](mailto:clients@RISETPO.com)

<b>LENDER PAID COMPENSATION DESIGNATION</b> (Select only one.)	
Please indicate by marking one checkbox. This first box allows choosing in 0.125 increments up to 2.750%.	
<input type="checkbox"/> 1.000 <input type="checkbox"/> 1.125 <input type="checkbox"/> 1.250 <input type="checkbox"/> 1.375 <input type="checkbox"/> 1.500 <input type="checkbox"/> 1.625 <input type="checkbox"/> 1.750 <input type="checkbox"/> 1.875 <input type="checkbox"/> 2.000 <input type="checkbox"/> 2.125 <input type="checkbox"/> 2.250 <input type="checkbox"/> 2.375 <input type="checkbox"/> 2.500 <input type="checkbox"/> 2.625 <input type="checkbox"/> 2.750 <b>Please Initial Here:</b> _____	
<b>Flat Fee</b>	
Flat Fees are eligible on LPC comps not to exceed 2.25% (1.000—2.250%); any comps above 2.250% cannot include a Flat Fee.	
<input type="checkbox"/> \$500.00 <input type="checkbox"/> \$750.00	
<b>Minimum Revenue Amount</b>	<b>Maximum Revenue Amount</b>
NOTE: Please consider Closed End Seconds when choosing minimum compensation	
\$	\$

**NOTE: Your compensation election may impact your LPC selection across other OCMBC, Inc. approved DBAs (should it be different than previous comp elections), and, by signing this, you agree to that effect.**

### CERTIFICATION

Broker or a Broker-designated Authorized Signatory, indicates with his/her signature below that this compensation election request is approved for the Company named above and further certifies that the submitted plan is in compliance with current regulations. At least one signature is required below.

Broker of Record Signature	Date	Authorized Signatory	Date
<b>X</b>		<b>X</b>	
Broker of Record Printed Name		Authorized Signatory Printed Name	
Broker of Record Title (if Company Title in Addition to Broker)		Authorized Signatory Title	

## Request for Taxpayer Identification Number and Certification

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

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

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

<b>Print or type. See Specific Instructions on page 3.</b>	<b>1</b>	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)
	<b>2</b>	Business name/disregarded entity name, if different from above.
	<b>3a</b>	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ <b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____
	<b>3b</b>	If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ <input type="checkbox"/>
	<b>4</b>	Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____  <i>(Applies to accounts maintained outside the United States.)</i>
	<b>5</b>	Address (number, street, and apt. or suite no.). See instructions.
	<b>6</b>	City, state, and ZIP code
<b>7</b>	List account number(s) here (optional)	

<b>Part I</b>	<b>Taxpayer Identification Number (TIN)</b>																																																																													
<p>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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i>, later.</p> <p><b>Note:</b> If the account is in more than one name, see the instructions for line 1. See also <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.</p>		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="10" style="text-align: center;"><b>Social security number</b></td> </tr> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> <tr> <td colspan="3" style="text-align: center;">-</td> <td colspan="4"></td> <td colspan="3" style="text-align: center;">-</td> <td colspan="3"></td> </tr> <tr> <td colspan="10" style="text-align: center;"><b>or</b></td> </tr> <tr> <td colspan="10" style="text-align: center;"><b>Employer identification number</b></td> </tr> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> <tr> <td colspan="3" style="text-align: center;">-</td> <td colspan="4"></td> <td colspan="3" style="text-align: center;">-</td> <td colspan="3"></td> </tr> </table>	<b>Social security number</b>																				-							-						<b>or</b>										<b>Employer identification number</b>																				-							-					
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<b>Part II</b>	<b>Certification</b>	
<p>Under penalties of perjury, I certify that:</p> <ol style="list-style-type: none"> <li>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</li> <li>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</li> <li>I am a U.S. citizen or other U.S. person (defined below); and</li> <li>The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.</li> </ol> <p><b>Certification instructions.</b> 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 for Part II, later.</p>		
<b>Sign Here</b>	Signature of U.S. person	Date

### General Instructions

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

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they