

# ORIGINATOR APPLICATION

## Application Submission Checklist

Originator Name		Date
Account Executive		

### **Required Forms (Original, Wet Signature)**

- Originator Application Form
- Originator Agreement (Include "Exhibit A") Form
- Addendum to Addendum Agreement Form
- Compensation Election Agreement
- Permission to Send Fax and E-Mail Form
- Request of Username and Password form
- Loan Fraud Prevention Acknowledgement form
- W-9 form (Properly executed IRS form W-9)

### **Required Attachments**

- Copy of Originator License
- Resumes of Originator
- 3 or more References from Wholesale Lenders with Whom You Are Approved
- Credit Report for Loan Originator pulled within 90 days

# ORIGINATOR APPLICATION

<b>Originator Information</b>					
Street Address (No P.O. Box):					
City:		State:		ZIP Code:	
Phone:		Fax:		SSN:	
E-mail:					
<b>License/Approval</b>					
DRE or State License:			NMLS:		
<b>References: (List All FNMA/FHLMC Wholesale Lenders with Whom You Are Approved)</b>					
Company		Contact Person		Email Address	
<b>Disciplinary Actions</b>					
Does your company have an internal audit system to verify authenticity of the information contained in your loan? If yes, please attach documentation.				Yes	No
Have your company ever been suspended from brokering loans to lender? If yes, please attach a complete explanation.				Yes	No
Have you ever been removed from a Lender's / Investor's Approved Mortgage Brokerage list? If yes, please attach a complete explanation and supporting documentation, if applicable.				Yes	No
Have you ever been a Defendant in a Lawsuit Initiated by a Lender, Investor, or any party involved in a loan transaction? If yes, please attach a complete detailed explanation and supporting documentation.				Yes	No
Have you ever been disciplined by a local, state or federal regulatory agency? If yes, please attach a complete detailed explanation and supporting documentation.				Yes	No
<b>Productions</b>					
Product Type	Year to Date Volume		Previous Year's Volume		
	Dollar Amount	% of Total	Dollar Amount	% of Total	
FNMA / FHLMC "A" Paper	\$	%	\$	%	
Jumbo "A" Paper	\$	%	\$	%	
FHA	\$	%	\$	%	
VA	\$	%	\$	%	
Other	\$	%	\$	%	
Total	\$	%	\$	%	
Volume Mortgage Brokerage expects to submit to Wholesale Mortgage Bankers per month: \$					
<b>Authorization to Release Information</b>					
The undersigned applicant(s) authorize(s) the release to Wholesale Mortgage Bankers of any and all Information(s) about the applicant(s) deemed necessary by Wholesale Mortgage Bankers. The applicant(s) also agree(s) that Wholesale Mortgage Bankers, from time- to-time, may request and secure additional information from mortgage brokerage.					

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Certifications
I/We hereby certify that Mortgage Brokerage/ Originator is in good standing with any all applicable regulatory agencies. I/We further certify that said Mortgage Brokerage / Originator is not a defendant in any litigation alleging fraud, misrepresentation or dishonest acts. For the purpose of inducing Wholesale Mortgage Bankers to provide financing for clients of the undersigned, I/We certify that all information contained in this Originator application is true and correct.

\_\_\_\_\_  
Originator (Print)

\_\_\_\_\_  
SSN

\_\_\_\_\_  
Address

\_\_\_\_\_  
City / State / Zip

\_\_\_\_\_

\_\_\_\_\_

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## LOAN FRAUD PREVENTION ACKNOWLEDGEMENT

It is the policy of Wholesale Mortgage Bankers to support the eradication of loan fraud within the residential lending marketplace. Originator should be advised that a licensed Broker bears the responsibility for all actions performed in the course of business, of his or her employees or licensees.

### COMMON LOAN FRAUD AND MISREPRESENTATION TYPES

Submission of inaccurate, including false statements on loan application and falsification of documents purporting to substantiate credit, employment, deposit and asset information or personal information including identity, ownership/non-ownership of real property, etc.

1. Submission of inaccurate information, including false statements on loan applications and falsification of documents purporting to substantiate credit, employment, deposit and asset information or personal information including identity, ownership/non-ownership of real property, etc.
2. Forgery or partially or predominantly accurate information.
3. Incorrect statements regarding current occupancy or intent to maintain minimum continuing occupancy as stated in the security instrument.
4. Lack of due diligence by broker/loan officer/processor, including failure to obtain all information required by the application and failure to request further information as dictated by borrower's response to other questions.
5. Unquestioned acceptance of information, or documentation, which is known, should be known, or should be suspected as inaccurate. This includes:
6. Simultaneous or consecutive processing of multiple owner-occupied loans from one applicant on multiple properties or from one applicant supplying different information on each application.
7. Allowing an applicant or interested third party to "assist" with the processing of the loan.

### CONSEQUENCES OF LOAN FRAUD

The consequences of residential loan fraud are far-reaching and expensive. Wholesale Mortgage Bankers warrants the quality of our loan production to our investors. Fraudulent loans may not be sold in the secondary market for home mortgages. If a loan is discovered to be fraudulent after its sale, Wholesale Mortgage Bankers could be obligated to repurchase the loan from our investor. Fraudulent loans harm our reputation and strain our relationships with our Investors and Mortgage Insurance Carriers.

The consequences to those who participate in loan fraud are even more severe. Following is a list of a few of the repercussions that may be experienced:

To the Broker:

1. Criminal prosecution which may result in possible fines and imprisonment.
2. Revocation of the Broker's license.
3. Inability to access Lenders caused by the exchange of legally permissible information between Lenders, Mortgage Insurance Companies, FHLMC, FNMA, HUD/VA and other Investors, Police Agencies and State and Federal Regulatory Agency.
4. Civil action by Wholesale Mortgage Bankers

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5. Civil action by applicant (Borrower) and/or other parties to the transaction.
6. Loss of approved Broker status with Wholesale Mortgage Bankers
7. Loss of any compensation owed on other transactions by Wholesale Mortgage Bankers to Broker.

To the Borrower:

1. Acceleration of debt as mandated in the Security Instrument, Deed of Trust or Mortgage.
2. Criminal prosecution which may result in possible fines and imprisonment.
3. Civil action by Wholesale Mortgage Bankers
4. Civil action by other parties to the transaction such as Seller or Real Estate Agent/Broker.
5. Termination of employment.
6. Forfeiture of any professional license.
7. Adverse, long term effect on credit history.

I have read the foregoing. I understand and accept Wholesale Mortgage Bankers' policy on Loan Fraud.

Signature of Originator

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

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## ORIGINATOR COMPENSATION ELECTION AGREEMENT

I hereby elect the following percentage of loan amount for determining Compensation amount in compliance with the Board of Governors of the Federal Reserve System's Regulation z to the Truth in Lending Act, for all funded loans where borrower(s) have chosen to have Wholesale Mortgage Bankers. ("Lender") pay the compensation:

Please make a selection from the following compensation options:

<input type="checkbox"/> Tier 1: 1.000%	<input type="checkbox"/> Tier 5: 1.500%	<input type="checkbox"/> Tier 9: 2.000%	<input type="checkbox"/> Tier 13: 2.500%
<input type="checkbox"/> Tier 2: 1.125%	<input type="checkbox"/> Tier 6: 1.625%	<input type="checkbox"/> Tier 10: 2.125%	Plus Flat Fee \$ _____
<input type="checkbox"/> Tier 3: 1.250%	<input type="checkbox"/> Tier 7: 1.750%	<input type="checkbox"/> Tier 11: 2.250%	
<input type="checkbox"/> Tier 4: 1.375%	<input type="checkbox"/> Tier 8: 1.875%	<input type="checkbox"/> Tier 12: 2.375%	

Originator certifies that when compensation is paid to Originator by Lender, such compensation shall constitute Originator's sole source of compensation and Originator shall not and will not accept any other or additional compensation in any form, at any time, from any party other than the Lender. Originator's compensation is subject to all applicable federal, state, and local laws and regulations and all compensation levels are subject to state and federal high cost limitations.

Lender and Originator may agree to amend the foregoing fixed percentage on a monthly basis. However, any such amended rate of compensation shall apply only to loan applications registered by Lender after the effective date of any such change.

Originator: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

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

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

Date: \_\_\_\_\_

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## PERMISSION TO SEND FAX AND E-MAIL

(FCC Final Rules & Regulation Implementing The Telephone Consumer Protection Act of 1991)

Due to a recently issued FCC regulation implementing The Telephone Consumer Protection Act of 1991, effective August 25, 2003, our existing business relationships will no longer be sufficient approval for our sending faxes to you with rate sheet and product information. Therefore, to conform to this regulation, we request your written authorization in order to continue this service.

The undersigned originator hereby authorizes Wholesale Mortgage Bankers to send any and all faxes and e-mails, created in the ordinary course of their business, to any and all members of my company. I agree to immediately notify Wholesale Mortgage Bankers of any future fax number changes. I hereby warrant that I have the authority to bind my company, and all of its employees, agents, and independent contractors who might work here, to the contents and permission granted in this PERMISSION FORM and that I acknowledge that this PERMISSION FORM will stay in full force and effect unless revoked by me in writing and received by Wholesale Mortgage Bankers.

Company Name:		
Street Address:		
City:	State:	ZIP Code:

Office Location	Phone No.	Fax No.	E-Mail Address

By: \_\_\_\_\_  
(Signature)

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

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

Date: \_\_\_\_\_

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## REQUEST OF USER NAME AND PASSWORD

The undersigned originator hereby request Wholesale Mortgage Bankers to assign user name and password, created in the ordinary course of their business, to any and all members of my company. I agree to immediately notify Wholesale Mortgage Bankers of any future user name and/or password changes. I hereby warrant that I have the authority to bind my company, and all of its employees, agents, and independent contractors who might work here, to the contents and permission granted in this REQUEST OF USER NAME AND PASSWORD FORM and that I acknowledge that this REQUEST OF USER NAME AND PASSWORD FORM will stay in full force and effect unless revoked by me in writing and received by Wholesale Mortgage Bankers.

First Name	Last Name	NMLS ID #	Tel. #	Email	Office Location

By: \_\_\_\_\_  
(Signature)

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

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

Date: \_\_\_\_\_



# ORIGINATOR AGREEMENT

This Originator Agreement ("Agreement") is entered into on \_\_\_\_\_ 20\_\_\_\_ by and between Wholesale Mortgage Bankers, a California corporation ("Lender"), and \_\_\_\_\_ ("Originator") with reference to the following:

## RECITALS

- A. *The parties wish to establish a non-exclusive relationship whereby Originator will, from time to time and at its option, submit completed application packages for mortgage loans ("Loans") to Lender on behalf of Originator's clients ("Borrowers") for possible funding.*
- B. *Lender will fund all Loans submitted which meet its lending criteria, policies and guidelines.*
- C. *The parties now desire to enter this Agreement to set forth the terms of their relationship.*

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

## AGREEMENT

1. General Originator Responsibility; Fees. Originator will at Originator's sole expense perform those services listed on Exhibit "A" to this Agreement in consideration for such fees as set forth on Exhibit "B" to this Agreement. Such fees may be paid in whole or in part by Borrower and/or by Lender; provided, that no fees shall be payable to Originator which have not been fully disclosed to, and approved by, both Lender and Borrower. The contents of all Loan packages and other information submitted to Lender shall become the property of Lender upon loan closing, and all information contained therein may be subject to Lender's independent verification. No fee shall be owed to Originator on account of any proposed Loan which is not funded and closed, and Lender shall have no obligation under this Agreement to Originator if a Loan fails to close and fund, for whatever reason except that Lender will fund any loans submitted to Lender by Originator, which conform with the lending criteria, policies and guidelines then in effect ("Lending Criteria").

2. Loan Approval. Lender shall make available to Originator product descriptions of the various wholesale lending programs being offered by Lender from time to time. Such descriptions shall not be binding upon Lender. Loan approval shall be within Lender's Lending Criteria. Originator shall not represent to any party that Lender has approved or will approve any Loan until Originator is so informed by Lender in writing. All Loans shall close in Lender's name. Appraisers and their qualifications must be approved in advance by Lender; however, such approval does not ensure that Lender will not review or rewrite any appraisal submitted to it.

3. Originator's Warranties. Originator represents, warrants and covenants to Lender, as of (i) the time any Loan package is submitted to Lender, and (ii) as of the time the Loan is funded and closed through the life of the Loan, that:

3.1 Authority and Capacity. Originator is in good standing under applicable laws of the state of California and is properly licensed, approved or registered with the U.S. Housing & Urban Affairs Department (at any time a FHA loan is submitted to Lender) and in such state or other states in which it is engaged in the business of brokering or originating mortgage loans, and that it has the requisite authority and capacity to enter into this Agreement and this Agreement has been duly authorized, executed and delivered by Originator and constitutes a valid and binding obligation of Originator, enforceable in accordance with its terms. Originator's compliance with

## ORIGINATOR AGREEMENT

the terms and conditions of this Agreement will not violate any provisions of its charter documents, any instrument relating to the conduct of its business, or any other agreement, law or regulation to which it may be a party or under which it may be governed.

3.2 No Untrue Statements. None of the statements or information contained in any document submitted with or included as part of the application package, or in any document reviewed in connection with Lender's underwriting decision, contains or will contain any misleading, false or erroneous statements, or omit facts necessary to make such statements or information accurate and understandable in every respect.

3.3 Absence of Claims. There is not pending or threatened any suit, action, arbitration, or legal, administrative, or other proceeding or investigation (including an allegation of fraud by another lender) against Originator or its current or former owners, agents, or employees which could have an adverse effect on the Originator's business, assets, financial condition, or reputation, or upon any Loan submitted for funding by Lender.

3.4 Control of Document. No Borrower shall have had in its direct or indirect possession or control any credit, income, or deposit verification document submitted to Lender with respect to any Loan.

3.5 Duly Licensed. Originator possesses all necessary approvals, licenses, permits, and authority to execute and deliver this Agreement and to engage in the activities contemplated by this Agreement, and Originator is in full compliance in all respects, and in good standing, with all regulatory and supervisory agencies having jurisdiction over Originator.

3.6 Ownership. Originator has no direct or indirect ownership interest in any property acting as security for the Loan.

3.7 Compliance / Licensing. Originator and each other person involved in the Loan transaction has complied and will comply with all applicable state and federal laws and regulations, including without limitation of the National Housing Act and its implementing regulations, (if a FHA loan is submitted to Lender) as amended, with respect to the Loans and the activities of Originator. The Originator and each other person involved in the Loan transaction is in full compliance in all respects with all rules and regulations of all real estate and mortgage lending regulatory and supervisory agencies as are applicable to Originator and such person(s), and Originator and all such person(s) are presently in good standing with, and hold all licenses and approvals required by, such agencies. Originator covenants to maintain all licenses and approvals on a current basis and to keep itself in good standing with such agencies. Originator further covenants to notify Lender immediately upon the suspension, revocation, expiration or other termination of any licenses or approvals, or of the taking of any action by any such agency against Originator or such person(s) which could adversely affect the Originator's licenses and approval.

3.8 Fees. Any fees (and the amount of such fees) imposed by Originator upon Borrower have been determined by negotiations between Borrower and Originator. The total fees to be received by Originator have been separately itemized and fully disclosed to Borrower and Lender

3.9 Services to Borrower. At all times during the term of this Agreement, with respect to each Borrower whose application has been submitted to Lender, Originator has observed and shall observe and fully discharge the duties owed by mortgage Originators to their clients under applicable law. In addition to having assisted Borrower in the completion of his/her loan application, Originator has fully and satisfactorily performed at least five of the services set forth on Exhibit "A." All services were performed

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and in accordance with accepted and customary standards in the mortgage lending industry generally, and Originator is not aware of any dispute or claim by any borrower that all such services were not fully and satisfactorily performed.

3.10 High Cost Mortgages. With respect to any Loan that is subject to the provisions of Section 226.31 and Section 226.32 set forth in Regulation Z (Truth in Lending), prior to the date of Originator's submission of Borrower's completed Loan application package to Lender, Originator has delivered a complete and accurate notice which satisfies all requirements of Sections 226.31 and 226.32 of Regulation Z. Originator has reviewed and analyzed borrower's credit, income, debts and financial condition, discussed the results of its review and analysis with the Borrower and, based upon such review, analysis and discussion, Originator has a reasonable basis to believe that Borrower has the ability to repay the Loan in accordance with its terms. The Borrower has not signed a letter indicating or otherwise notified Originator that Borrower is unable to repay the Loan in accordance with its terms.

4. Status of Originator. Nothing in this Agreement shall be construed as the Originator being deemed a joint venture, partner, representative, employee or agent of Lender. Originator shall not hold itself out as such, nor shall it use Lender's name in any advertising. Originator's decision to submit application packages to Lender has been made in consultation with Borrower.

5. Originator's Indemnification. Originator shall indemnify and hold Lender and its affiliates, shareholders, directors, officers, agents, employees, successors, and assigns harmless from and against, and shall reimburse the same with respect to, any and all losses, damages, demands claims, liabilities, costs, and expenses, including reasonable attorney's fees, (collectively "Losses") from any cause whatsoever, incurred by reason of or arising out of or in connection with, (a) any breach of any agreement, covenant, representation or warranty contained in this Agreement; (b) Originator's failure to perform any obligation hereunder, (c) any claim by a Borrower resulting from Lender's lawful failure or refusal to fund a Loan; or (d) any claim by any third party that Originator is a joint venture, partner, representative, employee or agent of, or otherwise associated or affiliated with, Lender. Originator's obligation to indemnify Lender under this Agreement shall arise upon Lender's incurring a Loss, (e) the failure of Originator to deliver the Mortgage File documents to Lender in accordance with this agreement, (f) any fraud committed in connection with a Loan on the part of Originator or any other individual or entity (other than Lender or an assignee), (g) any claim by a Borrower regarding an agreement or arrangement, whether actual or alleged, with Originator, (h) any inability to obtain, or the lapse or cancellation of private mortgage insurance or FHA insurance, as applicable, in connection with a Loan that arises out of, results from, or relates to an act or omission on the part of Originator, (i) any Loan in connection with which there was a misstatement of material fact. Without limiting the foregoing, the costs and expenses for which Originator must indemnify Lender include costs and expenses (including without limitation attorney's fees and internal costs and expenses) incurred by Lender to enforce its rights under this section and section 6.

6. Lender's Rights. Originator's obligation to fully indemnify Lender under this Agreement shall not be affected by Lender taking any of the following actions with or without notice to Originator (a) liquidation, repayment, retirement, or sale or resale of any Loan, (b) foreclosure of any Loan; or (c) sale or resale of the property securing any Loan.

7. Repurchase. If Originator is obligated to indemnify Lender or any assignee, direct or indirect, of a Loan closed by Lender from Originator hereunder with respect to any of the events or circumstances set forth in section 5 (the "Indemnified Events"), then in addition to the obligations of Originator under section 5, Originator shall, upon receipt of a notice from Lender, promptly repurchase from Lender each Loan acquired by Lender hereunder that is affected by the Indemnified Events. The repurchase price for each such Loan shall be an amount equal to the sum of the outstanding principal balance of the Loan, the accrued but unpaid interest on the Loan, the amount of unreimbursed advances made by Lender in connection with

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the Loan, the amount of unpaid late charges, Lender's cost to carry the Loan from the date of closing, as applicable, to the date of repurchase, and the amount of compensation or premium paid by Lender, directly or indirectly, to Seller in connection with the Loan. In event that Lender sold such a Loan, or a participation interest therein, to an assignee, or the Loan backed securities or participation interests that were issued by or are guaranteed by an assignee, and the assignee requires or permits the repurchase of the Loan, then Originator shall, promptly upon receipt of a notice from Lender, provide Lender with an amount equal to the sum of the funds necessary to repurchase the Loan pursuant to the assignee's requirements, the amount of unreimbursed advances made by Lender in connection with the Loan, the amount of unpaid late charges, Lender's Cost to carry the Loan from the date of closing to the date of repurchase, and the amount of any servicing-related premium and if applicable, any above par premium paid by Lender, directly or indirectly, to Originator in connection with the Loan.

8. Disclosure of Information. Originator acknowledges and agrees that Lender may report instances of Originator making any misstatement in connection with a Loan, or Originator's knowingly aiding a Borrower or any other party involved in the Loan transaction to do the same, to appropriate state or federal regulatory authorities or law enforcement agencies. In addition, Originator shall make prompt, timely, full, accurate and truthful disclosures to Lender of all facts, information and documentation which Originator may know, suspect, or have notice of, which could affect or has affected the validity, collectability, collateral value, security, and enforceability of any loan Originated by Originator for funding by Lender.

9. Termination of Agreement. Upon notice to the other: Originator may terminate its obligations under Section 1 of this Agreement, or Lender may terminate its obligations under Sections 1, 2 and 3 of this Agreement. No other provisions of this Agreement may be terminated for any reason.

10. Governing Law. This Agreement shall be governed by and construed in accordance with the law of the state of California.

11. Miscellaneous.

11.1 Right to Offset. Amounts owed by Originator to Lender under this Agreement may, at Lender's option and in its sole discretion, be offset by Lender against any payments then or thereafter owed by Lender to Originator.

11.2 Notices. All notices required hereunder shall be in writing and shall be deemed to have been given, made, and received only (a) upon delivery, if personally delivered to a party; (b) one business day after the date of dispatch, if by facsimile transmission; (c) one business day after deposit, if delivered by a nationally recognized courier service offering guaranteed overnight delivery; or (d) three business days after deposit in the United States first class mail, certified mail, postage prepaid, return receipt requested, to the address appearing on the signature page of this Agreement.

11.3 Attorney's Fees. If either party to this Agreement brings an action or proceeding concerning the rights and duties of the parties hereto, whether founded in tort, contract or equity, or to declare rights hereunder, the prevailing party in any such proceeding, action, or appeal thereon, shall be entitled to recover its reasonable attorney's fees and costs from the other party. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The attorney's fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorney's fees reasonably incurred. In addition, Originator hereby agrees to reimburse Lender for all attorney's fees, costs and expenses incurred in the preparation and service of notices of default, demands, and consultations with Lender's attorneys in connection therewith, whether or not a legal action is subsequently commenced in connection with Originator's default or breach.

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11.4 Assignment. Originator may not assign this Agreement or its duties hereunder.

11.5 Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, representations, and understandings. No supplement, modification, or amendment shall be binding unless executed in writing by both parties.

11.6 Waivers or Remedies. 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 other 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 provision, 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.

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

11.8 Further Assurances. Each party shall perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement. In the event any borrower(s) exercises his, her or their right of rescission, Originator shall promptly pay to Lender all amounts collected by Originator from Borrower in connection with the Loan, except where such amounts were disbursed by Originator to third party service providers.

11.9 Provision of Information. During the term of this Agreement, and after the submission of a Loan application to Lender, Originator shall furnish Lender, by bonded courier, all notices, communications, documents, correspondence and other materials received by Originator from any person whatsoever relating to a Loan within one day following receipt thereof by Originator.

11.10 Reimbursement. Originator shall reimburse Lender all attorney's fees and costs incurred in Lender's attempt to recover any and all sums due under this Section 11 in the event that Originator fails to timely reimburse Lender.

12. Early Payoff Premium/Credit Recapture.

All Program. If any borrower pays off the Loan during the 210 days following the Funded/Closed Date, Originator shall promptly reimburse to the Wholesale Mortgage Bankers, (1) any related premium above par and/or any other pricing enhancements paid by Wholesale Mortgage Bankers to Originator and/or Borrower including but not limited to any amount paid by Wholesale Mortgage Bankers, and/or credited toward to borrower's closing cost OR (2) SRP of 1.750% of Loan Amount which was included in your final pricing, whichever is greater.

13. Early Payoff Default.

13.1 Default Loan. In addition to any other repurchase obligations within this Agreement, Originator shall repurchase a Loan at the Repurchase price set forth in section 7 within five (5) Business Days following receipt of notice from Lender of the occurrence of any of the following events with respect to such Loan: (a) For any Loan that is eligible to be sold to or insured by any Agency: Any of the first four (4) scheduled monthly payments due Lender on the Loan becomes ninety (90) days delinquent; or (b) For any other Loan: Any of the first four (4) scheduled monthly payments due Lender on the Loan becomes thirty (30) days delinquent.

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13.2 Delinquent Loan. A monthly payment shall be considered delinquent if that payment is not received by Lender or its assigns on or before its due date. Each delinquent monthly payment shall accrue another day of delinquency for each consecutive day that passes without Lender or its assigns receiving that monthly payment. Furthermore, for each full calendar month that passes without Lender or its assigns receiving the delinquent monthly payment, the monthly payment shall be considered thirty (30) days delinquent regardless of the number of days in that month.

13.3 Prohibition. Originator shall not advance funds for or on behalf of a Borrower for any payment or to otherwise make funds available to any Borrower to avoid or to cure a default by the Borrower and any such action by Originator shall not negate Originator's repurchase obligation under this section 13. A payment for which Lender deducted funds at the time of closing the Loan from Originator shall not be considered the first payment due after the date the Loan is closed.

IN WITNESS WHEREOF, the parties have caused there duly authorized representatives to execute this Originator Agreement as of the date first set forth above.

Originator: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

Date: \_\_\_\_\_

Lender: WHOLESALE MORTGAGE BANKERS

Address: 2650 E. Imperial Hwy, Suite 110,  
Brea, CA 92821

By: \_\_\_\_\_  
President of Wholesale  
Mortgage Bankers

Date: \_\_\_\_\_

# ORIGINATOR AGREEMENT

## EXHIBIT A

- (a) *Taking information from the applicant and filling out the application.* Filling out a prospective borrower's worksheet may substitute for the act of filling out a mortgage loan application if, for reasons of efficiency, the lender prefers to have the actual application filled out in a central location.
- (b) *Analyzing the applicant's income and debt and prequalifying the borrower to determine the maximum amount the applicant can afford.*
- (c) *Educating the borrower in the home-buying and financing process, advising the borrower about the different types of loan products available, and demonstrating how closing costs and monthly payments would vary under each product.*
- (d) *Collecting financial information (for example, tax returns, bank statements) and other related documents that are part of the application process.*
- (e) *Initiating or ordering verifications of employment (VOEs) and verifications of deposit (VODs)*
- (f) *Initiating or ordering requests for mortgage and other loan verifications.*
- (g) *Initiating or ordering appraisals.*
- (h) *Initiating or ordering inspections or engineering reports.*
- (i) *Providing required legal disclosures (Truth-in-Lending, Good Faith Estimate, others) to the applicant.*
- (j) *Assisting the applicant in understanding and clearing credit problems.*
- (k) *Maintaining regular contact with the applicant, real estate broker or salesperson, and lender, between application and closing to apprise them of the status of the application and to gather any additional information as needed.*
- (l) *Ordering legal documents.*
- (m) *Determining whether the secured property is located in a flood zone or ordering a flood determination.*
- (n) *Participating in the loan closing.*

# ORIGINATOR AGREEMENT

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## AUTHORIZATION FOR VERIFICATION

The undersigned certifies that the statement set forth herein and in any accompanying documents are true and factual to the undersigned's best knowledge. The undersigned hereby authorizes **Wholesale Mortgage Bankers** to obtain verification of the information it may deem necessary about the applicant and its principals from any source including any investor, governmental agency or authority, credit bureau or reporting agency, MI Company, Mortgage Asset Research Institute, Inc. (MARI) or any other person or entity.

Additionally, the undersigned and company ("We") represent and warrant that the information provided is complete and accurate in all respects. We understand that this application is made for the purpose of inducing **Wholesale Mortgage Bankers** to approve our business relationship with **Wholesale Mortgage Bankers**. We authorize **Wholesale Mortgage Bankers** to make such investigation of our financial condition and representations contained in the application. We understand that this application shall remain confidential property of **Wholesale Mortgage Bankers** for all purposes. We agree to notify you immediately of any adverse change affecting the company.

The Federal Equal Credit Opportunity Act requires that all creditors, including banks, savings and loans, small companies, retail stores and others, make credit equally available to all credit worthy customers without regards to sex, marital status, race, color, religion, national origin, age, the fact that all or part of the applicants income is derived from a public assistance program, or the fact that this applicant has in good faith exercised any right under the Consumer Credit Protection Act or applicable state law.

### Originator

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature





The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

### Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

**Disregarded entity.** Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

**Note.** Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

**Exempt Payee**

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7 <sup>2</sup>

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

**Part I. Taxpayer Identification Number (TIN)**

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

**Part II. Certification**

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

**Signature requirements.** Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

### What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

\*Note. Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

### Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

#### Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

### Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.