

Annual Recertification Submission Checklist

Company Name		Date
Broker Contact	Account Executive:	

Required Fqewo gpw

- Mortgage Broker Annual Recertification Checklist
- Mortgage Broker Annual Recertification Form
- Updated License Information
- Signed and Dated Most recent P & L Statement and Balance Sheet
- 3 or more References from Wholesale Lenders with Whom You Are Approved



MORTGAGE BROKER ANNUAL RECERTIFICATION

Company Information			
Legal Name of Entity :			
Doing Business As :			
Street Address (No P.O. Box) :			
City:		State:	ZIP Code:
Phone:	Fax:	Company E-mail:	
Contact Person:		Contact E-mail:	
Type of Business: <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Corp. <input type="checkbox"/> Partnership <input type="checkbox"/> LLC <input type="checkbox"/> LP			
Date Incorporated:		County:	State:
Federal ID No:		If no Federal ID #., Broker SSN:	
License/Approval			
Broker of Record :		License # :	
Broker NMLS #:		Date Issued:	
Company NMLS #:		Expiration Date:	
<i>If licensed approved by any of the following entities, the following information is required.</i>			
FHA/HUD No.:		Date Approved:	
Veterans Affairs No:		Date Approved:	
Fannie Mae No:		Date Approved:	
Freddie Mac No:		Date Approved:	
Principal(s) / Senior Officer(s) / Manager(s)			
Name		Title	SSN #
			Percent Owned
			%
			%
			%
			%
References: (List All FNMA/FHLMC Wholesale Lenders with Whom You Are Approved)			
Company		Contact Person	Email address
Disciplinary Actions			
Does your company have an internal audit procedure to verify authenticity of the information contained in your loan? If yes, please attach documentation.			<input type="checkbox"/> Yes <input type="checkbox"/> No
Have your company ever been suspended from brokering loans to lender? If yes, please attach a complete explanation.			<input type="checkbox"/> Yes <input type="checkbox"/> 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.			<input type="checkbox"/> Yes <input type="checkbox"/> 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.	<input type="checkbox"/> Yes	<input type="checkbox"/> 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.	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Productions				
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 Nexcap per month : \$

Professional Organizations

Please check the organizations of which you are a member in good standing: NAMB MBA

Others: _____

Authorization to Release Information

The undersigned applicant(s) authorize(s) the release to Nexcap of any and all Information(s) about the applicant(s) deemed necessary by Nexcap. The applicant(s) also agree(s) that Nexcap, from time-to-time, may request and secure additional information from mortgage brokerage.

Certifications

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

Signature Date

Signature Date

Broker (Company) of Record (Print)

Principal / Senior Officer (Print)

Signature Date

Signature Date

Principal / Senior Officer (Print)

Principal / Senior Officer (Print)

Nexcap R/O Code#	Acct. Exec.:	Broker ID:
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THIS MORTGAGE BROKER AGREEMENT ("Agreement") is entered into on this date of _____, 20____ ("Effective Date") by and between NMSI, INC. (dba Divine Mortgage Capital, Mortgage Mac, The Money Mortgage, and The M MTG, the "Lender"), and the following mortgage broker:

_____	} (collectively "Broker")
Broker Company Name	

Principal Owner's Name	

Broker of Record, Individual Licensee's Name	

For purposes of this Agreement, the term "Broker" shall mean and include the broker company, its fictitious business names and aliases, its principal signatory to this Agreement, and individual broker licensee signatory to this Agreement. Lender and Broker are also referred to individually as a "party" and collectively as the "parties" to this Agreement.

1. General Duties, Conditions, and Broker Compensation.

1.1 Lender's General Duties. Lender shall provide funding for loan requests submitted by Broker that conform with Lender's lending criteria, policies, and guidelines then in effect. Lender will make available or provide to Broker the descriptions of Lender's wholesale lending programs from time to time, and Lender shall be responsible to perform other common tasks reasonably required for Lender to successfully perform under this Agreement. Lender shall not represent, promise, or guarantee to the Broker, Borrower, or any third party that any loan submitted to Lender is or will be approved, unless and until Lender has actually communicated such approval in writing. All loan packages and documentation are subject to Lender's independent review and verification and shall become the property of Lender upon loan closing.

1.2 Broker's General Duties. Broker shall perform those services described in the **General List of Broker Services** attached hereto as **Exhibit "A"** and incorporated herein as a part of this Agreement, and other tasks customarily required of mortgage brokers. Broker shall not represent, promise, or guarantee to the Borrower or any third party that any loan submitted to Lender is or will be approved, unless and until Lender has actually communicated such approval to Broker in writing. In performing its services, Broker shall always exercise reasonable due care and provide the Borrower with all disclosures pursuant to state and federal laws governing the application, submission, and issuance of real estate loans. All loan requests, inquiries, submissions, and transactions shall be in Broker's official company name.

(a) Timeliness of Providing Documentation: Broker shall deliver to Lender, by bonded overnight courier service, all loan documentation, supporting information and materials, correspondence, notices, communications, and other materials that are relevant to the underlying loan application (collectively "documentation"), which Broker received from Borrower and any third parties, within one day or 24 hours of Broker's receipt of such documentation. Lender shall not be liable for Broker's failure to provide required documentation in a timely manner.

(b) Upon Borrower's Exercise of Rescission: In the event that a Borrower exercises his or her right of rescission, Broker shall promptly pay to Lender all amounts collected by Broker from Borrower in connection with the loan, except for any amounts that Broker disbursed to third party service providers.

(c) Upon Borrower's Early Payoff of Loan: Applicable to all loan programs, in the event that any loan is prepaid in an amount equal or greater than 10% of the amount due and owing under the related note within 210 days of the loan's funding date or closing date, whichever is later, Broker shall promptly refund and reimburse Lender: (a) any related premium above par and/or any other pricing enhancements paid by Lender or credited to the Borrower's closing costs; or (b) the service release price ("SRP") of no less than 1.750% of the loan amount that was included in the final pricing of the loan, whichever is greater. Broker acknowledges that this early payoff reimbursement provision is a material inducement for Lender to enter into this Agreement, Lender would not have entered this Agreement without Broker's agreement to this provision, and Lender has relied upon Broker's promise to reimburse Lender to enter into this Agreement.

1.3 Program Descriptions are Non-Binding Until Loan Approval. Due to daily and periodic fluctuations and changes to interest rates, program incentives, market conditions, and applicable regulations, Lender's descriptions of wholesale lending programs are subject to change or adjustment any time prior to Lender locking or confirming any rate, term, or condition expressed in any description of a lending program, and as a result, Lender's description of any lending program shall not be binding unless and until Lender has approved said loan for funding and communicated the approval to Broker in writing. Lender

shall review Broker's loan requests, inquiries, and submissions (collectively "Loan Submission") pursuant to Lender's then current lending criteria. In all cases, no Loan Submission shall be deemed approved without Lender's written approval transmitted to Broker.

1.4 Appraisals Subject to Lender's Independent Review. Lender reserves the right to independently review and assess the qualifications, accuracy, and reliability of any real property appraiser, real property appraisal, or real property valuation submitted by Broker to Lender. Lender may in its sole and independent discretion evaluate, reject, accept, and/or request additional information regarding any appraiser, appraisal, or valuation at any time prior to closing the loan. Notwithstanding Lender's acceptance of any appraisal or valuation, such acceptance shall not mean or imply Lender's approval of a loan or loan amount.

1.5 Broker's Compensation. Broker shall be compensated only upon the successful closing of a loan that is originated by Broker and approved for funding by Lender. Broker shall be paid at the fee rate selected in the **Lender-Paid Broker Compensation Election Agreement** attached hereto and made a part of this Agreement. While such fees may be paid in whole or in part by the Borrower, Lender, or by both Borrower and Lender, no fees shall be paid to Broker which have not been fully disclosed to and approved by both Lender and Borrower. No fees shall be paid to Broker for any loan that fails to fund or fails to close for whatever reason. In all cases, Broker's fees are not earned until the loan transaction has successfully closed, except for any premium or price enhancement which remain unearned and are reimbursable to Lender for 210 days after the loan closing. Broker compensation will be paid to Broker's official company name and corresponding IRS tax identification or EIN on file.

2. Relationship of the Parties. This Agreement does not create a partnership, joint venture, employment relationship, representative relationship, or agency relationship between Lender and Borrower; all dealings between Lender and Broker are at arms-length and initiated by Broker after consultation with the Borrower. Broker shall not represent to anyone that Broker is an agent of Lender, and Broker shall not use or apply Lender's name in any advertising without Lender's prior written consent.

3. Broker's Representations, Warranties, and Covenants. Broker represents, warrants, and covenants from the Effective Date through the life of any loan originated by Broker and approved by Lender, that:

3.1 Authority and Capacity to Enter Into this Agreement: Broker is authorized and has the legal capacity to enter into this Agreement; Broker is duly licensed and in good standing with the department of real estate, state real estate licensing board, or other appropriate regulatory body having jurisdiction over Broker's mortgage broker license in all states where Broker will perform services under this Agreement; that Broker is approved by or registered with the U.S. Department of Housing and Urban Development ("HUD") for purposes of FHA loan submissions; and Broker's performance under this Agreement does not violate any provision of Broker's charter, bylaws, or any laws or regulations applicable to Broker's business activities.

3.2 Truthfulness of Information Provided: Broker has provided no false, deceptive, or misleading statements or information in its broker application and supporting documentation to Lender; Broker will provide no false, deceptive, or misleading information to Lender in connection with any Loan Submission or request for Lender's underwriting decision; Broker will not intentionally omit or conceal any facts that are material or necessary for Lender to fairly assess, review, and make informed funding decisions in connection with any Loan Submission from Broker. Broker shall, upon request from Lender, supply proof satisfactory to Lender of Broker's compliance with (i) all representations and warranties contained in this Agreement, and (ii) all local, state and federal laws, rules and regulations.

3.3 Absence of Claims: There are no pending or threatened criminal or civil lawsuits, arbitrations, administrative actions, investigations, disciplinary actions of any licensing bodies; and neither Broker nor its principals, owners, directors, officers, employees, and/or agents have been involved in any criminal or civil litigation within the past five (5) years involving allegations of deceitful practices, fraud, theft, embezzlement, unfair business practices, or any act of moral turpitude.

There is no action, proceeding or investigation pending with respect to which Broker or any guarantor has received service of process or, threatened against it before any court, administrative agency or other tribunal (A) asserting the invalidity of this Agreement, the guaranty or any other agreement among the parties, (B) seeking to prevent the consummation of any of the transactions contemplated by this Agreement, the guaranty or any other agreement among the parties, (C) making a claim individually in an amount greater than \$5,000 against Broker or any of its officers, shareholders, owners, or affiliates, (D) making a claim for an unspecified amount of damages, or (E) which could adversely affect the validity of the loans or the performance by it of its obligations under, or the validity or enforceability of this Agreement, the guaranty or any other agreement among the parties.

Broker, as of the date of this Agreement and any Loan Submission, (A) does not have any unsatisfied obligations to reimburse any other mortgage company or any other person or entity in connection with any demand for any (i) early payment defaults, (ii) early payoff premiums, (iii) repurchase demands or (iv) indemnification obligations with respect to any of the foregoing, and (B) has not been notified by any mortgage company, any other person or entity, or have reason to suspect that a demand is forthcoming, with respect for any (i) early payment defaults, (ii) early payoff premiums, (iii) repurchase demands or (iv) indemnification obligations with respect to any of the foregoing, and (C) is not entering into this Agreement or any Loan Submission due to any other mortgage company or any other person or entity, having terminated Broker from any similar type of broker or correspondent agreement based on Broker's failure to timely and promptly pay any (i) early payment defaults, (ii) early payoff premiums, (iii) repurchase demands or (iv) indemnification obligations with respect to any of the foregoing.

Broker has no outstanding judgments, and Broker has no judgment, court order, claim, counterclaim, defense, right of set-off or similar right against Lender or any of its affiliates.

3.4 Broker's Control of Documents: Broker has provided no Borrower client with possession or access to any credit verification document, income verification document, or bank deposit verification document which Broker has or will submit to Lender with respect to any Loan Submission.

3.5 No Ownership of Real Property Serving as Security: Broker has no direct or indirect ownership interest in any real property serving as security for any loan which Broker originated, and Broker will have no direct or indirect ownership interest in any real property that will serve as security for any loan which Broker originates.

3.6 Licenses in Good Standing: Broker, and all persons employed by Broker who are directly involved in originating, transacting, or processing loans, have complied with all applicable state and federal laws and regulations, including but not limited to compliance with the National Housing Act and its implementing regulations for purposes of FHA loan submissions, as amended; Broker and all individual licensees employed by Broker are duly licensed and in good standing with the department of real estate or other real estate licensing body having jurisdiction over Broker's activities in each state where Broker transacts business; Broker will maintain and keep current its broker licenses in good standing. Broker shall immediately notify Lender in writing of the threat, initiation, pendency, or resolution of any disciplinary, enforcement, or criminal action, lawsuit, administrative proceeding, or similar action, proceeding, or investigation by FHA, VA, Freddie Mac, Fannie Mae, HUD, Ginnie Mae, or any state or federal agency having jurisdiction over real estate, housing, banking, or financial institutions against Broker or any of Broker's affiliated companies, or against any of the directors, officers, employees, or agents of either Broker or any of Broker's affiliated companies.

Broker shall immediately notify Lender in the event that any director, officer, or loan officer of either Broker or any of Broker's affiliated companies is charged with or convicted of (i) any crime involving dishonesty or fraud; or (ii) of any felony, irrespective of the nature of the crime.

Broker shall immediately notify Lender in writing of (i) the occurrence of any breach of a representation or warranty or Event of Default as set forth in this Agreement; (ii) any litigation or proceeding affecting Broker, any guarantor or any affiliated person or entity, if adversely determined, could have a material adverse effect on the business, operations, property or financial or other condition of Broker or the ability of Broker to perform its obligations hereunder; (iii) receipt by Broker of notice from any agency concerning revocation, suspension or any other adverse action or potential action relating to any of Broker's licenses to conduct its business; or (iv) any material adverse change in the business, operations, property or financial or other condition of Broker.

3.7 Broker Compensation: All of Broker's fees including the method of computation, fee rates, and amounts have been and will be fully negotiated by and between Broker and its Borrower clients at arms-length, and Broker's total fees and compensation have been and will be separately itemized and fully disclosed by Broker to each Borrower and to Lender.

3.8 Broker's Services to Borrower: Broker shall observe all ethical and legal requirements and perform all duties required of it as a mortgage broker with respect to its clients; Broker will assist its clients in the completion of the loan application, and Broker will satisfactorily perform at least five (5) of the services listed in the **General List of Broker Services** attached as **Exhibit "A"**. Broker warrants that all services will be performed in accordance with customary standards in the mortgage lending industry, and Broker has received no complaints from any Borrower that any such services were not satisfactorily performed. Broker makes credit accessible to all qualified applicants in accordance with applicable law. Broker has not discriminated, and will not discriminate, against credit applicants on the basis of any prohibited characteristic, including race, color, religion, national origin, sex, marital or familial status, age (provided that the applicant has the ability to enter into a binding

contract), handicap, sexual orientation or because all or part of the applicant's income is derived from a public assistance program or because of the applicant's good faith exercise of rights under the Federal Consumer Protection Act. Furthermore, Broker has not discouraged, and will not discourage, the completion of any credit application based on any of the foregoing prohibited bases. In addition, Broker has complied with all anti-redlining provisions and equal credit opportunity laws, rules and regulations under applicable law.

3.9 High Cost Mortgages: With respect to any loan that is subject to the provisions of Section 226.31 and Section 226.32 of Regulation Z (Truth in Lending Act), prior to the date of Broker's submission of a Borrower's completed loan application package to Lender, Broker warrants that it has delivered a complete and accurate notice which satisfies all requirements of Sections 226.31 and 226.32 of Regulation Z. Broker warrants that it has reviewed and analyzed the Borrower's credit, income, debts, and overall financial condition, and has discussed the results of its review and analysis with the Borrower, and based thereon, Broker has a reasonable basis to believe that the Borrower is capable to repay the loan in accordance with the loan terms. Broker warrants that the Borrower has provided no documentation indicating that Borrower is unable to repay the loan.

3.10 Insurance: Broker hereby represents and warrants that it currently has and will maintain adequate commercial general liability and errors and omissions insurance coverages for professional negligence claims, advertising injury claims, data breach claims, identity theft claims, and intellectual property claims while this Agreement is in effect all in amounts reasonably acceptable to the Lender.

3.11 Disclosures, Documentation, and Avoidance of Misstatements: Broker shall act diligently and with due care to comply with all applicable regulations and laws pertaining to mortgage lending and to provide Borrower and Lender with complete, timely, truthful, and accurate disclosures, documentation, and information of all facts that Broker knows, should know, or reasonably suspects in good faith that would or may affect: (a) the Borrower's decision to submit a loan application; (b) the Borrower's qualification for a loan; (c) the applicable interest rate and fees including but not limited to Broker's compensation and closing costs; (d) the Lender's assessment or underwriting of a loan; (e) the validity or enforceability of any loan obligation resulting from any approved loan; and/or (f) the valuation or appraisal of any real property as security for any loan submitted by Broker to Lender for consideration. Broker acknowledges that any intentional misstatement of fact submitted by Broker or Borrower in connection with a loan may be reported by Lender to appropriate regulatory agencies or law enforcement. All information, reports, exhibits, schedules, financial statements or certificates of Broker, any guarantor or any affiliate thereof or any of their officers furnished or to be furnished to Lender in connection with this Agreement, the guaranty or any other agreement between Broker, any guarantor or Lender is true and complete and does not omit to disclose any material facts necessary to make the statements herein or therein, in light of the circumstances in which they are made, not misleading

3.12 Reimbursement for Early Payoff Loans (Premium/Credit Recapture): In the event that any Broker-originated loan is prepaid in an amount equal or greater than 10% of the amount due and owing under the related note within 210 days of the loan's funding date, whether by Borrower's sale of the real property, loan refinance, or otherwise, Broker shall promptly refund and reimburse Lender: (a) any related Premium above par and/or any other pricing enhancements paid by Lender or credited to the Borrower's closing costs or (b) the service release price ("SRP") of no less than 1.750% of the loan amount that was included in the final pricing of the loan, whichever is greater, plus Lender's attorney fees and costs to recover these sums from Broker. This covenant is a material inducement for Lender to enter this Agreement, Lender would not enter this Agreement without this covenant, and Lender has relied upon this covenant to enter this Agreement.

3.13 Early Payment Defaults (Broker's Loan Repurchase Obligations): For any loan originated by Lender from a Loan Submission that can be sold to or insured by a government agency, department, or federally backed program, Broker shall repurchase the loan if any of the first four (4) scheduled monthly payments is ninety (90) days delinquent. For all other types of loans originated by Broker, Broker shall repurchase the loan if any of the first four (4) scheduled monthly payments is thirty (30) days delinquent. Such delinquent loans shall be deemed in early payment default status and Broker shall have five (5) business days from receipt of Lender's notice to repurchase said loans at the then current repurchase price stated in the notice. For purposes of this section, a loan becomes "delinquent" when a scheduled monthly payment is not received by Lender or its assigns by the scheduled payment due date; an additional day of delinquency shall accrue for each consecutive day that the payment is not received by Lender or its assigns; however, any loan that is delinquent for a full calendar month shall be deemed thirty (30) days delinquent without regard for the number of days in that month. Broker shall not advance funds for or on behalf of any Borrower for any loan payment or otherwise make funds available to any Borrower to avoid or cure any default by Borrower. Furthermore, any payment for which Lender has deducted funds at the time of closing a loan originated by Broker is not and shall not be considered as the first payment due from Borrower after the loan closing date. Broker's repurchase obligation under this section is separate and in addition to any other repurchase obligations, early payoff obligations, and other remedies available to Lender under this Agreement or at law or equity.

3.14 Due Care and Diligence to Inform Borrower: Broker covenants to use due care to fully inform and provide the Borrower with all disclosures, information, and requirements pursuant to state and federal laws governing the application, submission, and issuance of mortgage loans, including but not limited to fully disclosing all terms and conditions to reimburse any premiums above par rates, price enhancements, and premium/credit recapture sums that may be owed in the event of any early pay-off of the loan. This covenant is a material inducement for Lender to enter into this Agreement, Lender would not have entered this Agreement without this covenant from Broker, and Lender has relied upon this covenant to enter into this Agreement.

3.15 Exclusionary Lists: Broker does not and shall not employ anyone, and shall not receive any loan application from any borrower, whose name appears on (a) HUD's exclusionary list, including, but not limited to, LDP, GSA, and CAIVRS, (b) the most recently published Freddie Mac Exclusionary List; (c) the most recent list which may be published from time to time by any government-sponsored agency which shows individuals or companies which are excluded from doing business with that agency.

3.16 Anti Money Laundering: Broker shall comply with all applicable anti-money laundering laws and regulations, including without limitation the USA Patriot Act of 2001, The Bank Secrecy Act ("BSA") and the statutes, rules and regulations administered by the Office of Foreign Assets Control ("OFAC"), the Financial Crimes Enforcement Network ("FinCEN") and any other similar local, State or Federal Law related to anti money laundering and financial transaction security and integrity that may be enacted from time to time (collectively, the "Anti-Money Laundering Laws"). Broker has established an anti-money laundering compliance program as required by the Anti-Money Laundering Laws, has conducted the requisite due diligence in connection with the origination of each mortgage loan for purposes of the Anti-Money Laundering Laws, including with respect to the legitimacy of the applicable borrower and the origin of the assets used by the said borrower to purchase the property in question, and maintains, and will maintain, sufficient information to identify the applicable borrower for purposes of the Anti-Money Laundering Laws. Broker agrees to provide the copy of anti-money laundering compliance program established by the company to SWMC for review. No mortgage loan is subject to nullification pursuant to Executive Order 13224 (the "Executive Order") or the regulations promulgated by the Office of Foreign Assets Control of the United States Department of the Treasury (the "OFAC Regulations") or in violation of the Executive Order or the OFAC Regulations, and the borrower is not subject to the provisions of such Executive Order or the OFAC Regulations nor listed as a "blocked person" for purposes of the OFAC Regulations.

3.17 Loan Submission: No fraud, error, omission, misrepresentation, negligence or similar occurrence with respect to the Loan Submission or loan has taken place on the part of the Broker, the Borrower, or any other Person, including, without limitation, any appraiser, title company, closing or settlement agent, realtor, builder, developer or any other party involved in the origination, sale of the loan or the sale of the related mortgaged property or in the application of any insurance in relation to such loan. The documents, instruments and agreements submitted for loan underwriting were not falsified and contain no untrue statement of material fact or omit to state a material fact required to be stated therein or necessary to make the information and statements therein not misleading. No Borrower utilized a false identity in the origination of such loan. The Loan Submission qualifies in all respects for the loan product offered by Lender for which the Loan Submission is submitted.

4. Indemnification / Repurchase. Broker hereby agrees to fully indemnify, defend, and hold harmless Lender and Lender's subsidiaries, successors, and assigns from and against any demands, lawsuits, liabilities, damages, judgments, awards, costs, and expenses, including Lender's attorney's fees (collectively referred to as "Claims" or "Losses") incurred by Lender and arising from or in connection with: (a) Broker's breach of any duty owed to Lender under this Agreement; (b) Broker's failure to perform any duty owed to a Borrower or third party; (c) any Claim by a Borrower or third party resulting from Lender's lawful refusal, rejection, or declined loan request; and/or (d) any Claim by a Borrower or third party alleging that Lender and Broker are partners, joint venturers, affiliates, employer or employee of each other, principal or agent of each other, representatives of each other, or otherwise in association with each other. If Lender becomes subject to a Claim of any Borrower, financial institution, or governmental agency with respect to any loan originated by Broker wherein the alleged facts constitute a breach of any one or more of the terms, warranties, covenants, or representations made or assumed by Broker in this Agreement, Broker shall repurchase the subject loan, at Lender's option and upon Lender's written demand, at the repurchase price then demanded by Lender in addition to Broker's duty to indemnify and defend Lender under this indemnification provision. Broker's promise to indemnify Lender is a material provision of this agreement which Lender has relied upon and without which Lender would not have entered this Agreement.

Should the Lender (x) discover that any of the representations and warranties were incorrect or breached as of the respective Loan Submission Date, or closing of the related loan, and such breach adversely affected the value of a loan or the

interest of the Lender therein, or (y) any investor demands repurchase of a loan (in each case, a "Breach"), the Lender shall so notify the Broker in writing and provide the Broker with reasonable supporting documentation or information sufficient to identify the nature of the Breach (the "Notice"). Within thirty (30) days after the delivery of the Notice, the Broker may respond in writing to such Notice (the "Response"). After receiving the Response, or, if no Response is timely received from the Broker, then, to the extent that such Breach is not cured or not sufficiently rebutted, then the Lender shall so notify the Broker of its request for repurchase. Within ten (10) days after its receipt of the repurchase request, Broker shall acquire the loan with a Breach that is the subject of the Notice from the Lender at the Repurchase Price. If Broker does not acquire such loan in the time frame provided above, then the Lender shall have all of its rights at law and equity to enforce these provisions.

For purposes of this Agreement "Repurchase Price" means, with respect to any loan to be repurchased, (i) a price equal to the unpaid principal balance, plus (ii) interest on such unpaid principal balance at the mortgage interest rate from the last date through which interest has been paid by or on behalf of the Borrower through the last calendar day of the month in which such repurchase occurs, plus (iii) the amount of any outstanding servicing advances, plus (iv) all reasonable actual third party out of pocket costs and expenses incurred by the Lender or any successor servicer, including without limitation, costs and expenses, including reasonable legal fees, incurred in the enforcement of the Broker's repurchase obligation hereunder, plus (v) all administrative fees levied by any investor, including a \$1,500.00 fee from the Lender in addition to any investor fees.

4.1 Survival of Duty to Indemnify and/or Repurchase. Broker's duty to indemnify Lender or repurchase any loan shall survive the termination of this Agreement for all Claims that arise from or relate back to the time when this Agreement was in effect prior to termination. Broker's duty to indemnify Lender or repurchase any loan shall not be diminished Lender taking any of the following actions, whether or not with notice to Broker: (a) Lender's sale, liquidation, retirement, repurchase, or repayment of any loan; (b) Lender's notice of foreclosure or foreclosure upon any real property securing any loan originated by Broker; or (c) Lender's sale or resale of the real property securing any loan. The remedies provided for in this Section shall survive the termination of the Agreement and such remedies are cumulative and non-exclusive, and shall be in addition to any and all other remedies available to Lender. The remedies provided in this Section shall not be affected by Lender taking any of the following actions with or without notice to Broker: (i) liquidation, repayment, retirement, or sale or resale of any loan; (ii) foreclosure of any loan; (iii) sale or resale of any real or personal property securing any loan, or (iv) underwriting or any other act relating to the related loan

5. Events of Default. Broker's failure to perform any duty under this Agreement, including but not limited to Broker's breach of any obligation arising from or created in the attached exhibits, Mortgage Broker Application form, Loan Fraud Prevention Acknowledgement, Lender-Paid Broker Compensation Election Agreement, Permission to Send Fax and Email form, Request of Username and Password form, and any other ancillary documents, supplements, addenda, and amendments to this Agreement, shall be deemed a material breach of this Agreement which, if uncured within 5 business days of notice of breach, shall be deemed a default of this Agreement entitling Lender to repurchase and indemnification hereunder, including without limitation the right to seek other remedies at law and equity on a non-exclusive basis. Upon Broker's default, Lender shall have the right to immediately terminate this Agreement and refuse pending and future Loan Submissions.

5.1 Default After Notice of Early Payoff of Loan or Early Payment Default: In the event that any loan is (i) prepaid in an amount equal or greater than 10% of the amount due and owing under the related note within 210 days of the loan's funding or closing date, or (ii) suffers an early payment default as contemplated by Section 3.13, then in such instance the Lender will provide Broker with written notice of such event and demand the reimbursement of any premium or other price enhancement that was paid by Lender or credited to Borrower's closing costs in connection with such early prepayment, or repurchase the related loan at the Repurchase Price in connection with an early payment default; Broker shall have thirty (30) days from the date of the notice to reimburse Lender. Broker's failure to remit the reimbursement to Lender within thirty (30) days of Lender's notice shall constitute a default of this Agreement. Upon Broker's default, Lender's legal counsel will issue a final written notice to Broker demanding the reimbursement due plus any attorney's fees incurred by Lender for legal consultation and attorney's drafting the final written notice. If Broker fails to reimburse Lender after receiving final written notice, Lender will have the right to file suit for damages including recovery of attorney's fees.

6. Loan Fraud Prevention. In addition to the Loan Fraud Prevention Acknowledgement attached to this Agreement and signed by Broker, Broker agrees that in the event that Lender is forced to repurchase any loan originated by Broker that is determined to have been procured or obtained by deceitful practices or by any fraudulent means of Broker and/or Borrower, Broker and/or Borrower shall be liable to Lender for all damages, penalties, and losses incurred by Lender as a result of the Broker's and/or Borrower's fraudulent acts. Lender's remedies shall include, without limitation, the right to demand Broker and/or

Borrower to immediately pay-off, repurchase, or refinance the loan in addition to any other legal and equitable remedies available to Lender.

7. Termination of this Agreement. This Agreement may be terminated by either Party with written notice to the other Party upon an event of default as described above or the breach of any term or duty owed under this Agreement, including but not limited to a Party: (a) commencing a bankruptcy or insolvency proceeding; (b) being charged or investigated of any felony crime, regulatory action or ethical violation; and/or (c) being criminally or civilly charged in any action alleging theft, embezzlement, acts of moral turpitude, fraud, bad faith, gross negligence, breach of fiduciary duty, or ethical violations.

8. Joint and Several Liability of Broker Signatories. All Broker signatories to this Agreement are jointly and severally liable to Lender for the performance of any duty or obligation owed to Lender under the terms of this Agreement, including but not limited to Broker's duty to refund, return, or reimburse Lender any compensation, premiums, credit recapture, or price enhancements resulting from a Borrower's early pay-off of any loan. Broker acknowledges that this provision for joint and several liability is a material inducement for Lender to enter into this Agreement, Lender would not have entered this Agreement without Broker's agreement to this provision, and Lender has relied upon this provision to enter into this Agreement.

9. Disclaimer and Limitation of Liability. Lender shall not be liable for any damages arising from or related to Broker's use of Lender's website and related mortgage applications, software, and systems which are managed or administered by other third party service providers, including but not limited to any damages arising from or related to Broker's communications transmitted via email or facsimile between Broker and Lender. In the event that Lender is found jointly or individually liable to Broker or Borrower for any damages arising from or related to any loan transaction originated by Broker, Lender's liability shall be limited to actual damages incurred, and in no case may Lender be held liable for any consequential damages or lost profits.

10. General Provisions.

10.1 Non-Assignable. Neither this Agreement nor any right or duty created herein may be assigned by Broker without the express, prior written consent of Lender. Such consent, if given, shall be limited to the particular assignment for which it was requested and shall not be deemed as a continuing consent for any future or subsequent assignments.

10.2 Assumption of Obligations. Any buyer, assignee, transferee, or successor of Broker's interest shall be deemed to have assumed Broker's obligations owed to Lender under this Agreement. This Agreement and all rights and obligations created herein shall be binding on the parties' successors in interest, heirs and assigns.

10.3 Right to Offset. Any amounts that Broker owes to Lender under this Agreement may, at Lender's option and sole discretion, be offset by Lender against any payments then or thereafter owed by Lender to Broker.

10.4 Attorney's Fees. If either party initiates litigation or formal legal proceeding to enforce any right, obligation, or duty created in this Agreement, including but not limited to the event of Broker's breach or default of its obligations under this Agreement, or to interpret any provision of this Agreement, the Prevailing Party (as hereafter defined) in any such action, proceeding, or appeal thereon, shall be entitled to recover its actual reasonable attorney's fees and costs from the non-prevailing 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 term "Prevailing Party" shall include, without limitation, a party who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other party of its claim or defense. The attorney's fee award shall not be computed in accordance with any court fee schedule, unless mandated by statute, but shall be such as to fully reimburse all attorney's fees reasonably incurred. Prior to litigation, Broker shall pay for Lender's reasonable attorney's fees and costs incurred prior to Lender filing suit for legal services in connection with Lender's pre-litigation enforcement of any right or duty under this Agreement, whether or not litigation is subsequently commenced, with \$1,500.00 as a minimum attorney's fee per occurrence that Broker agrees to pay Lender for pre-litigation attorney's fees.

10.5 Applicable Law. This Agreement and the rights and duties created herein shall be governed and interpreted under the laws of the State of California without regard for any conflicts of laws principles.

10.6 Forum Selection and Consent to Jurisdiction. **By initialing here _____**, Broker agrees that any and all legal actions, proceedings, or lawsuits arising from or related to this Agreement shall be adjudicated in a federal or state court located in the County of Los Angeles, California. Broker hereby represents and acknowledges that it has had minimum contacts with the State of California by virtue of this Agreement and Broker's other business transactions within the State of California, and Broker hereby consents to the personal jurisdiction of the courts in the State of California. As such, Broker hereby submits and

consents to the jurisdiction of the Superior Court of the State of California and the U.S. District Court, Central District of California, and in doing so Broker expressly waives its right to defend based on forum non conveniens. Broker warrants it has had a reasonable opportunity to review this waiver with its attorney and that this waiver is fully negotiated and agreed upon knowingly and voluntarily.

10.7 Waiver of Personal Service of Process. By initialing here _____, Broker waives personal service of any and all legal process and agrees that all such service of process may be made upon Broker by certified or registered mail, return receipt requested, addressed to Broker at its then current business address, and service will be deemed effective and completed ten (10) days after confirmation of delivery is received by Lender or ten (10) days after actual delivery to Broker, whichever is later. Broker warrants that it has had a reasonable opportunity to review this waiver with its attorney and that this waiver is fully negotiated and agreed upon knowingly and voluntarily.

10.8 Waiver of Jury Trial. By initialing here _____, Broker waives its rights to a jury trial of any claim or cause of action arising from or related to this Agreement. Broker acknowledges that this waiver is a material inducement to enter into business relations and that each has relied upon this waiver to enter into this Agreement. Broker represents and warrants that it has had a reasonable opportunity to review this waiver with its attorney and that this waiver is fully negotiated and agreed upon knowingly and voluntarily by the parties.

10.9 Notices. All notices required hereunder shall be in writing and shall be deemed as effective notice upon: (a) actual delivery, if personally delivered; (b) one business day after issuance or transmission, if issued or transmitted by email or facsimile; (c) two business days after deposit for overnight delivery with a nationally recognized courier service; or (d) five business days after deposit for certified mail, registered mail, or first class mail with the United States Postal Service with the addressee's last known address appearing thereon.

10.10 Waivers and Remedies. The failure or delay to exercise any right or remedy available under this Agreement shall not act as a waiver of any other right or remedy available at law or equity, and no single or partial exercise of a right or remedy shall preclude the full exercise thereof nor the exercise of any other right or remedy. No waiver of any provision in this Agreement shall be deemed a waiver of any other provision contained herein, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver, and all remedies shall be cumulative and nonexclusive.

10.11 Power of Attorney. Broker does hereby irrevocably make, constitute and appoint Lender and any of its properly designated officers, employees, or agents as the true and lawful attorneys of Broker with power to sign the name of Broker on any document or instrument that, in Lender's reasonable opinion, must be signed in order to effectuate the terms and provisions of this Agreement, including, but not limited to, any assignments, and/or endorsements of loan documents pertaining to any loan Funded by Lender. This power, being coupled with an interest, is irrevocable until this Agreement is terminated and all of Broker's obligations hereunder have been fully satisfied. At Lender's request, Broker shall provide an executed power of attorney in the form required by SWMC.

10.12 Review of Broker Operations. Lender shall be entitled to audit Broker's operations, practices, policies and procedures, inspect its premises, from time to time during business hours upon reasonable notice, so that Lender may perform quality control tests. Broker shall fully cooperate with Lender in such reviews. Broker agrees to provide to Lender at least annually (or more frequently if reasonably required by Lender) current financial statements consisting of profit and loss statements and balance sheets and any other documents, records or other information reasonably requested by Lender. "Current" is defined as the most recently completed quarter. Broker authorizes Lender to obtain a business credit report with respect to Broker upon Broker's execution of this Agreement and from time to time thereafter as deemed necessary or appropriate by Lender.

10.13 Fully Integrated Agreement. This Agreement with attached exhibits, Mortgage Broker Application form, Loan Fraud Prevention Acknowledgement, Lender-Paid Broker Compensation Election Agreement, Permission to Send Fax and Email form, Request of Username and Password form, and any other ancillary documents, supplements, addenda, and amendments, constitutes the entire agreement between the parties and supersedes all other prior and contemporaneous agreements, representations, and understandings between the parties regarding the subject matter of this Agreement. No supplements, addenda, or amendments to this Agreement are binding unless executed in writing by all parties hereto.

10.14 Severability of Void or Unenforceable Provisions. Any provision or part thereof that is found to be legally void or unenforceable shall be severed from this Agreement, and the remaining parts of this Agreement shall remain valid and enforceable to the fullest extent and shall remain in full force and effect.

10.15 Further Acts. Each party hereto shall perform any and all further acts that are reasonably necessary to perform their respective duties and to carry out the provisions of this Agreement. Broker understands and agrees that time is of the essence with respect to each and every provision of this Agreement.

10.16 Paragraph Headings. The headings used throughout this Agreement are for purposes of reference only and have no legal significance other than serving as a title or description of the particular paragraph, section, or provision.

10.17 Counterparts, Electronic/Facsimile Signature. This Agreement may be signed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall collectively constitute one and the same agreement. The Agreement shall be effective with the facsimile or scanned signature of the parties, and such facsimile or scanned signature shall be deemed an original for all purposes.

10.18 Dates of Signatures. Any dates appearing below adjacent to the parties' signatures are for reference purposes only. The effective date of this Agreement is the Effective Date first written above.

[SIGNATURES FOLLOW ON NEXT PAGE]



MORTGAGE BROKER AGREEMENT

IN WITNESS WHEREOF, THE PARTIES AGREEING TO ALL OF THE ABOVE TERMS AND CONDITIONS HEREBY EXECUTE THIS AGREEMENT AND CAUSE IT TO BE LEGALLY BINDING AS OF THE EFFECTIVE DATE FIRST STATED ABOVE:

Lender:

NMSI, INC.
(dba Divine Mortgage Capital; Mortgage Mac; The Money Mortgage; The M MTG)
3700 Wilshire Blvd., Suite 330
Los Angeles, CA 90010

• By: Signature Dated
Name and Title

Broker:

Company Name

Address

City, State and Zip Code

• By: Signature Dated
Name and Title

• Signature of Principal Owner Dated

Name of Principal Owner

• Signature of Broker of Record (Individual Licensee) Dated

Name of Broker of Record (Individual Licensee)

EXHIBIT "A"

General List of Broker Services

(a) Gathering and organizing information from the loan applicant (Borrower) and completing the application. Completing a prospective loan applicant's worksheet may substitute for the act of completing a mortgage loan application if, for reasons of efficiency, the Lender prefers to have the actual application completed at a central location.

(b) Analyzing the loan applicant's income, debt, and prequalifying the loan applicant to determine the maximum amount the loan applicant can afford.

(c) Educating the loan applicant about the home-buying and financing process, advising the loan applicant about the different types of loan products available, and demonstrating how closing costs and monthly payments would vary under each loan product.

(d) Collecting financial information (for example, tax returns and bank statements) and other related documents that are part of the loan application process.

(e) Initiating or ordering verifications of employment (VOE's) and verifications of deposits (VOD's).

(f) Initiating or ordering requests for mortgage verifications and other loan verifications.

(g) Initiating or ordering appraisals of real property.

(h) Initiating or ordering inspections and/or engineering reports regarding the real property.

(i) Providing the loan applicant with required legal disclosures such as Truth In Lending disclosures, Good Faith Estimate disclosure, and others.

(j) Assisting the loan applicant in understanding and clearing credit problems.

(k) Maintaining regular contact with the loan applicant, real estate broker or salesperson, and lender from the time of loan application to closing, keeping them informed of the status of the loan application, and gathering additional information as needed.

(l) Ordering legal documents, title documents, etc.

(m) Determining whether the secured property is located in a flood zone and/or ordering a flood determination.

(n) Participating in the loan closing process.