



1.0 PARTIES

This Broker Agreement (hereinafter referred to as (“Agreement”), is entered into in Irvine, California on this ___ day of _____ 20___, with OCMBC, Inc. dba LendingPROS, a California corporation with its principal offices located at 19000 MacArthur Blvd., Suite 200, Irvine, California, 92612 (hereinafter referred to as “LP”), and _____,

a _____

(enter the state in which incorporated and type of business entity), with its principal place of business located)

at _____

(enter primary office address) (hereinafter referred to as “Broker”). LP and Broker are also referred to herein individually as “Party” and collectively as “Parties.”

2.0 SUBJECT MATTER OF AGREEMENT

LP is a mortgage banker engaged in the business of, among other things, receiving loan application packages from mortgage or commercial brokers for funding consideration. The purpose of this Agreement is to set forth the Parties’ rights and obligations with respect to such loan application packages as Broker may from time to time submit to LP for funding consideration.

3.0 INTEGRATED AGREEMENT

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

4.0 NON-EXCLUSIVE AGREEMENT

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

5.0 INDEPENDENT CONTRACTOR RELATIONSHIP

Nothing contained herein shall constitute a partnership or joint venture between or among LP and Broker. The Parties hereby expressly agree and acknowledge that they are, at all times, operating as independent contractors. Broker shall at no time and under no circumstance represent itself as part of LP or enter into any contract or agreement with any third party by or on behalf of LP.

6.0 GOVERNING LAW

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

7.0 BROKER AGREEMENTS, REPRESENTATIONS, AND COVENANTS

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

- 7.1 Each such business purpose loan application package that Broker submits to LP on behalf of the potential borrower(s) for whom Broker is working shall be completed and submitted to LP at the sole and exclusive expense of Broker and/or the potential borrower(s) on whose behalf Broker is working.
- 7.2 Each such submission of a business purpose loan application package to LP by Broker shall be made under such programs, procedures, and fee schedules as LP may from time to time establish, in its sole and exclusive discretion. Broker's general responsibilities are: 1) Submit completed loan packages for prospective borrowers under such programs, procedures and fee schedules as LP may periodically establish; 2) Furnish LP with all of the prospective borrowers' credit, financial and other information as LP may require; 3) Provide such information as LP may reasonably request; and 4) Perform other services as LP shall require, in order to fund transactions pertaining to individual business purpose loans.
- 7.3 At the time of submission of each such business purpose loan application package, Broker shall have properly prepared, and shall then furnish to LP in the form required, such items or documents as LP may require, and shall thereafter provide any additional documentation requested by LP including without limitation such information and/or documentation as LP may require in order to comply with such laws and/or regulations as may be applicable to LP and/or the business purpose loan application package and/or LP's consideration thereof for funding.
- 7.4 Broker shall furnish LP with such information and/or documentation as may be required, and shall provide LP with such information and/or documentation as LP may request, which LP may, in its sole and exclusive discretion, determine that it requires in order for it to ensure to its satisfaction that each such business purpose loan application package Broker has submitted to LP will, if the loan applied for is funded, result in a loan that will be saleable by LP in the secondary market for such loans.
- 7.5 The contents of each such business purpose loan application package submitted to LP shall become the property of LP immediately upon submission, and all information contained therein is but is not required by this Agreement to be, subject to independent verification by LP.
- 7.6 Broker has not made any false, misleading, or incomplete statements or omissions to LP in connection with Broker's Commercial Lending Broker Application for approval by LP or with respect to each such business purpose loan application package submitted to LP under the terms of this Agreement, or omitted to state a fact required to be stated therein or necessary to make the information and statements made therein not misleading.
- 7.7 Broker neither has nor is aware of any adverse information and/or documentation concerning any potential borrower(s) on whose behalf it submits a business purpose loan application package to LP which it has not communicated to LP, and all documents and instruments prepared or submitted by Broker, either with the business purpose loan application package as originally submitted or as it may have been supplemented by Broker, either in response to LP's request(s), if any, for additional information and/or documentation, or otherwise, are valid and genuine in every respect.
- 7.8 No appraisal or title company, controlling, controlled by, or under common control with Broker shall be used in connection with the origination or closing of any loan resulting from a business purpose loan application package submitted to LP under the terms and provisions of this Agreement.

- 7.9 Broker will make such investigations and inquiries as are necessary to verify the truthfulness and completeness of all information provided in each business purpose loan application package submitted to LP, including without limitation, information relating to the creditworthiness of the potential borrower(s) and the value of the real property securing the loan being applied for by the potential borrower(s), and with regard to each such business purpose loan application package submitted to LP hereunder, and all information contained therein, all such information is true, accurate and complete as of the date the loan application package is submitted to LP for funding consideration and on the date the loan closes and funds, and Broker has not omitted any material information either from the business purpose loan application package as originally submitted or as it may have been supplemented by Broker, either in response(s) to LP request(s), if any, for additional information and/or documentation, or otherwise.
- 7.10 If at any time during the period between the original submission of a business purpose loan application package and the closing and funding of the loan applied for, Broker learns or has reason to believe that any of the information or documentation submitted by Broker either with the business purpose loan application package as originally submitted or as it may have been supplemented by Broker, either in response(s) to LP request(s), if any, for additional information and/or documentation, or otherwise, or if any of Broker's representations and/or warranties with regard thereto, either when submitted or made, or thereafter became not true, not valid and/or not genuine, Broker shall immediately give written notice thereof to LP.
- 7.11 Broker has fully disclosed to LP in writing and agrees to fully disclose to LP in writing on an ongoing basis throughout the term of this Agreement, the existence of any and all past or present claims actions, lawsuits, legal or administrative proceedings, arbitrations, and dispute resolution proceedings of any kind or nature regardless of whether they are or were civil, criminal, quasi-criminal, administrative, or otherwise, as well as all unfiled claims, including without limitation repurchase requests or indemnification or "make whole" claims, by any licensing or law enforcement authority or by any other lenders against Broker or any of Broker's salespersons, employees, partners, associates, shareholders, or members, whether presently or formerly associated with Broker.
- 7.12 All salespersons and employees of Broker, and all persons associated with Broker who will provide services in conjunction with the submission of each business purpose loan application package submitted to LP under the terms of this Agreement have, in so doing, acted in compliance with the requirements applicable to Broker under this section of the Agreement with regard to each such submission of a business purpose loan application package to LP and Broker shall bear full responsibility for any instance of noncompliance with the terms of this section of the Agreement by any such person.
- 7.13 If required by the domicile state, Broker is now and at all times during this Agreement shall remain duly licensed under the laws of the state(s) in which Broker does business, in possession of all necessary licenses, endorsements, permits, and/or certifications to originate and broker business purpose loans secured by deeds of trust or mortgages encumbering dwellings or other real property in such state(s), and has the legal authority to engage in the activities contemplated by this Agreement, and all persons employed by or associated with Broker to carry on the business contemplated under this Agreement shall at all times hereunder either be able to validly do so or shall have their own valid and duly issued license(s), endorsements, permits and certifications to do so, where required by the state.

- 7.14 If Broker is other than a sole proprietorship, Broker is and throughout the term of this Agreement will remain duly organized and existing as a corporation, limited liability company, partnership, or other form of business organization in good standing under the laws of the jurisdiction in which Broker has formed and organized and Broker has and will continue to have the requisite power and authority to enter into and perform the terms of this Agreement.
- 7.15 Where applicable, Broker shall at all times during the term of this Agreement comply with all applicable federal, state, and local laws, regulations, and rules regarding the processing and origination of business purpose mortgage loans, including but not limited to: the Equal Credit Opportunity Act and Regulation B; Real Estate Settlement Procedures Act and Regulation X; Truth-in-Lending Act and Regulation Z; Home Ownership and Equity Protection Act; Fair Housing Act; Fair Credit Reporting Act; Federal Consumer Credit Protection Act; Gramm-Leach-Bliley Act; California Civil Code; California Housing Financial Discrimination Act; Flood Disaster Protection Act; Patriot Act; Appraiser Independence Rules (and pertinent sections of Regulation Z regarding appraiser independence).
- 7.16 No obligation of Broker under the terms of this Agreement may be assigned or delegated by Broker to any third party without the express written consent of LP.

8.0 TERM AND TERMINATION

The term of this Agreement shall be indefinite and shall commence with the effective date as provided in Section 19.0 of this Agreement. LP reserves the right to terminate this Agreement at any time, and for any reason, which termination shall be effective upon notification to Broker by authorized representatives of LP.

9.0 INDEMNIFICATION

- 9.1 Broker shall indemnify and hold LP harmless from and against any and all loss, claim, damage, liability, and cost sustained or incurred by LP, including all costs and reasonable attorney's fees and costs, arising out of or based upon the accuracy or breach of any warranty or representation made by Broker in this Agreement, the breach by Broker of any obligation or covenant to be performed by Broker under this Agreement, or any claim by a business purpose mortgage loan applicant arising out of a failure or refusal to fund a mortgage loan. In the event of any claim against LP or Broker by a mortgage loan applicant, LP shall have the exclusive right to determine the conduct and defense of such legal proceeding or investigation with such mortgage loan applicant, including, without limitation, the right to compromise, settle, defend, or continue any such action. LP shall have the right but shall be under no obligation, to assume the legal defense of Broker, and Broker shall pay LP its reasonable share of legal costs and expenses.
- 9.2 Broker agrees to repurchase from LP any mortgage loan made pursuant to this Agreement, upon the terms and conditions set forth herein, in the event Broker has breached any of the terms of this Agreement. Broker shall effectuate the purchase of any mortgage loan required to be repurchased pursuant to this Agreement within thirty (30) days, after Broker's receipt of written demand for repurchase from LP. The repurchase price for any mortgage loan that Broker is required to purchase hereunder shall be an amount equal to the sum of (a) the then unpaid principal balance of the mortgage loan; (b) accrued interest through the date of purchase; (c) all unreimbursed advances and extraordinary costs and expenses incurred by LP with regard to such mortgage loan during the life of the mortgage loan; (d) all other costs and expenses incurred by LP including penalties incurred from any investor or servicer and reasonable attorney fees incurred in connection with the purchase; and (e) any fees paid by LP, including but not limited to all fees and



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costs paid to Broker and/or other parties for goods and services rendered in connection with the origination and closing of such mortgage loan. Upon purchase of a mortgage loan by Broker, LP shall endorse the note and shall assign the mortgage in recordable form to Broker without representations and warranties, whether express or implied and without recourse to LP.

10.0 WAIVERS OF REMEDIES

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

11.0 MATERIALS INCORPORATED BY REFERENCE

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

12.0 JURISDICTION AND VENUE

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

13.0 NOTICES

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

13.1 IF TO BROKER:

Attention: _____

Company Name: _____

Address: _____

City, State Zip: _____

Telephone: _____ Email: _____

13.2 IF TO LP:

Attention: Client Approval Department

OCMBC, Inc. dba LendingPROS

19000 MacArthur Blvd., Suite 200

Irvine, CA 92612

Telephone: 949-679-7400 Email: admin@golendingpros.com



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14.0 ATTORNEY FEES

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

15.0 SEVERABILITY

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



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17.0 EXECUTION OF AGREEMENT

This Agreement shall be of no force and effect unless and until it is executed by both of the Parties hereto.

18.0 EFFECTIVE DATE OF AGREEMENT

The effective date of this Agreement shall be the last date of execution by either of the Parties executing below.

I HAVE READ, UNDERSTAND, AND AGREE TO ALL ABOVE TERMS AND CONDITIONS OF THIS AGREEMENT.

BROKER:

_____ Broker of Record Name	_____ License Number	_____ Expiration Date
_____ Broker of Record Signature	_____ Agreement Execution Date	

LENDINGPROS:

_____ Principal Officer Name	_____ Officer Title
_____ Principal Officer Signature	_____ Agreement Execution Date