



1.0 PARTIES

This Wholesale Mortgage Broker Agreement ("Agreement") is entered into 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 ("LP" or "Lender"), and _____,

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

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

(complete address of the principal place of business)

("Broker"). LP and Broker are referred to herein individually as "Party" and collectively as the "Parties."

2.0 SUBJECT MATTER OF THE AGREEMENT

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

3.0 INTEGRATED AGREEMENT

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

4.0 NONEXCLUSIVE AGREEMENT

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

5.0 INDEPENDENT CONTRACTOR RELATIONSHIP

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

6.0 GOVERNING LAW

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

7.0 AGREEMENTS, REPRESENTATIONS, AND COVENANTS OF BROKER

In consideration for the Agreement of LP to receive from Broker and consider for funding such 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 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 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, as published on our daily rate sheet and website located at www.golendingpros.com and the Wholesale Broker portal.
- 7.3 At the time of submission of each such loan application package, Broker shall have properly prepared and shall then furnish to 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 loan application package for LP's consideration thereof for closing and funding, as located on our portal.
- 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 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 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 and the application does not contain any false, misleading, or incomplete statements or omissions to LP in connection with Broker's application for approval by LP or with respect to each such 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 loan application package to LP that it has not communicated to LP, and all documents and instruments prepared or submitted by Broker, either with the loan application packages originally submitted or as it may have been supplemented by Broker, either in response to 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 has been used in connection with the origination or closing of any loan resulting from a loan application package submitted to LP under the terms and provisions of this Agreement.
- 7.9 Broker will make such investigations and inquiries necessary to verify the truthfulness and completeness of all information provided in each such loan application package submitted to 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 loan application package submitted to LP hereunder, and all information contained herein, all such information is true, accurate and complete as of the date the loan application 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 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 loan application package and the closing and funding of the loan applied for Broker, learns or has reason to believe that any of the information or documentation submitted by Broker either with the loan application package as originally submitted or as it may have been supplemented by Broker, either in response(s) to LP request(s), if any, for additional information and/or documentation, or otherwise, or if any of Broker's representations 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 or any kind of nature, regardless of whether they are or were civil, criminal, quasi-criminal, administrative, or otherwise, to the extent same would materially interfere with the Broker's obligations under the terms hereof, including all unfiled claims, without limitation, repurchase requests or indemnification or "make whole" claims, by any licensing or law enforcement authority or by any other lenders against Broker or any of Broker's salespersons, employees, partners, associates, shareholders or members, whether presently or formerly associated with Broker.

- 7.12 All salespersons and employees of Broker, and all other persons associated with Broker who will provide services in conjunction with the submission of each loan application package submitted to 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 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 To the extent licensing is required for Broker's actions, Broker is now, and at all times during this Agreement shall be and remain, duly licensed under the laws of the state(s) in which Broker does business, in possession of all necessary licenses, endorsements, permits, and/or certifications to originate and close mortgage loans secured by deeds of trust or mortgages encumbering dwellings or other real property in such state(s), and has the legal authority to engage in the activities contemplated by this Agreement, and all persons employed by or associated with Broker to carry on the business contemplated under this Agreement shall at all times hereunder either be able to validly do so or shall have their own valid and duly issued license(s), endorsements, permits and certifications to do so.
- 7.14 Broker, and each individual owner (10% or greater) hereby expressly authorizes LP, at all times during the term of this Agreement, to obtain and review, at such times and on such occasions as LP may in its sole discretion deem necessary or appropriate, credit reports for Broker as well as for each individual owner (10% or greater) who is a signatory to this Agreement in order that LP may assess on an ongoing basis the continuation of the business relationship between Broker and LP pursuant to this Agreement and its terms.
- 7.15 If Broker is other than a sole proprietorship, Broker is, and throughout the term of this Agreement will remain, duly organized and existing as a corporation, limited liability company, partnership or another form of business organization in good standing under the laws of the jurisdiction in which Broker was formed and organized and Broker has and will continue to have the requisite power and authority to enter into and perform the terms for this Agreement.
- 7.16 Broker shall at all times during the term of this Agreement, and all loan packages shall, comply with all applicable federal, state, and local laws, regulations and rules regarding the processing and origination of residential mortgage loans, including but not limited to: Equal Credit Opportunity Act (ECOA), and Regulation B; Real Estate Settlement Procedures Act (RESPA), and Regulation X; Truth in Lending Act (TILA), and Regulation Z; Homeownership and Equal Opportunity Protection Act (HOEPA); Fair Housing Act; Fair Credit Reporting Act; Federal Consumer Credit Protection Act; Gramm-Leach-Bliley Act; California Civil Code; California Housing Financial Discrimination Act; Flood Disaster Protection Act; Patriot Act; Appraiser Independence Rules (and pertinent sections of Regulation Z regarding appraiser independence); Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010, including but not limited to the Unfair, Deceptive, and Abusive Acts and Practices Act; and any and all state and federal fair lending regulations.
- 7.17 Broker understands and agrees that LP may report information about any loan application package that LP believes may contain misrepresentations and/or irregularities to the applicable regulatory agency and to any mortgage industry background database, including without limitation databases operated by Mortgage Asset Research Institute, Inc., such as the Mortgage Industry Data Exchange (MIDEX). Broker agrees that it and its employees may be named as the originating entity or loan officer(s) on any such loan, Broker acknowledges the importance of LP's right and necessity to disclose such information, and without limiting any other release provisions in this Agreement, on behalf of itself and its directors, agents, employees, successors, and assigns from any and all limitation reasonable legal and accounting fees and expenses, arising from the reporting or use by any database subscriber of any information submitted by LP with regard to Broker and its employees to any mortgage industry background database, including without limitation MIDEX.

- 7.18 No obligation of Broker under the terms of this Agreement may be assigned or delegated by Broker to any third party without the express written consent of LP.
- 7.19 Broker maintains an effective Quality Control Program and Compliance Management System (collectively, its CMS) designed to prevent violations of federal consumer financial law, and associated consumer harm. Broker shall make available, upon the request of LP: (a) copies of Broker's written policies, procedures, internal controls and training materials relative to Broker's employees and/or agents that have consumer contact and/or any consumer compliance responsibilities in connection with residential mortgage loan origination; and (b) permit LP access, during normal business hours, to the offices of Broker in order for LP to make appropriate on-site reviews, as necessary to confirm the propriety and effectiveness of Broker's CMS, including an examination of Broker's internal controls and procedures that are designed to protect against a violation of federal consumer financial law and/or consumer harm.
- Broker agrees to report to LP, within three (3) days: (a) any consumer complaint which in any way involves any of the services contemplated by this Agreement or a loan application submitted to LP for funding consideration; (b) any consumer complaint that involves federal consumer financial law, whether or not related to the service contemplated in this Agreement ; (c) any legal or regulatory action that alleges a violation of federal consumer financial law; and/or (d) any changes in senior management, it is expressly understood and agreed that the terms of this Section 7.19 are a material condition and inducement to LP to enter into this Agreement. It is further understood and agreed that any failure of Broker to fully perform, in whole or in part, any of the terms of this Section 7.19 shall constitute a material breach of this Agreement and the grounds for its immediate termination.
- 7.20 No Mortgage Loan Package will be submitted that has been referred or brokered to Broker by a person other than Broker who will directly or indirectly receive any fee or compensation from Broker. If Broker contracts out for services through a third-party service, such as contract processing, then Broker is ultimately responsible for the actions, errors, and omissions of the contract processor's actions relative to the loan file, loan documents, financial documents, and the Applicant.

8.0 TERM AND TERMINATION

The term of this Agreement shall be infinite and shall commence with the effective date as provided in Section 18.0 of this Agreement. 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 an authorized representative of LP.

9.0 INDEMNIFICATION

- 9.1 Broker shall indemnify and hold Lender harmless from and against any and all loss, claim, damage, liability, and cost sustained or incurred by Lender, including all costs and reasonable attorney's fees and costs, arising out of or based upon the inaccuracy or breach of any warranty or representation made by Broker in this Agreement, the breach by Broker of any obligation or covenant to be performed by Broker under this Agreement, or any claim by a Mortgage Loan applicant arising out of a failure or refusal to fund a Mortgage Loan. In the event of any claim against Lender or Broker by a Mortgage Loan applicant, Lender shall have the exclusive right to determine the conduct and defense of such legal proceeding or investigation with such Mortgage Loan applicant, including without limitation the right to compromise, settle, defend or continue any such action. Lender shall have the right but shall be under no obligation to assume the legal defense of Broker, and Broker shall pay Lender its reasonable share of legal costs and expenses.
- 9.2 In addition to any additional remedies Lender may have under this Agreement, Broker agrees to repurchase from Lender any Mortgage Loan made pursuant to this Agreement, upon the terms and conditions set forth herein, in the event Broker has breached any of the terms of this Agreement, Broker shall effectuate the purchase of any Mortgage Loan required to be repurchased pursuant to this Agreement within thirty (30) days after Broker's receipt of a written demand for repurchase from Lender. The repurchase price for any Mortgage Loan that Broker is required to purchase hereunder shall be an amount equal to the sum of (a) the then unpaid principal balance of the Mortgage Loan; (b) accrued interest through the date of purchase; (c) all unreimbursed advances and extraordinary costs and expenses incurred by Lender with regard to such Mortgage Loan during the life of the Mortgage Loan; (d) all other costs and expenses incurred by Lender, including penalties incurred by Lender from any investor or servicer for reasonable attorney's fees incurred in connection with the purchase; and (e) any fees

paid by Lender, including but not limited to all fees and costs paid to Broker and/or other parties for goods and services rendered in connection with the origination and closing of such Mortgage Loan. Upon purchase of any Mortgage Loan by Broker, Lender shall endorse the Note and shall assign the Mortgage in recordable form to Broker, without representations and warranties, whether express or implied and without recourse to Lender.

10.0 EARLY PAYOFF AND DEFAULT POLICY

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

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

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

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

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

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

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



11.0 WAIVERS OF REMEDIES

LP's failure or delay to audit any loan prior to funding and closing, or LP's failure to or delay in giving notice to Broker of any material loan application or documentation 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.

12.0 MATERIALS INCORPORATED BY REFERENCE

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

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

13.0 JURISDICTION AND VENUE

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

14.0 NOTICES

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

14.1 IF TO BROKER

Company Name	
Attention	
Street Address	
City, State and Zip	
Telephone	
Email	

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

14.2 IF TO LENDER

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



15.0 ATTORNEY FEES

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

16.0 SEVERABILITY

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

17.0 EXECUTION OF AGREEMENT

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

18.0 EFFECTIVE DATE OF AGREEMENT

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

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

FOR BROKER:

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

FOR LENDER:

_____ Printed Name and Title	_____ Signature	_____ Date
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