

Fax Completed to:  
(949) 209-2061  
Email Package to:  
BrokerApproval@WesLend.com



## Broker Application Checklist

Date:  
Firm Name:  
Broker:  
Principal Officer: (if other than Broker) Broker  
Contact:  
Account Executive:  
Broker Office number:  
Broker Cell number:

**Required Application Exhibits:** (Indicate either "X" for enclosed, leave blank if not applicable)

- Application signed by Broker of Record, Principal Officer or Owner(s) of Company (over 10%)
- W-9 signed by Broker or Principal Officer
- Wholesale Mortgage Broker Agreement (Signed and Unaltered)-please complete Page 4 – Notices
- Fraud Policy Disclosure
- Consent to Receipt of Fax & E-Mail Advertisements/Rate Sheet
- Authorization/Release for Background Investigation
- Credit Credential Set Up for Broker Connection
- Mortgage Broker Compensation Plan

### Supporting Documentation:

- Resume of Broker / Principal Officer
- Quality Control Plan
- List of Loan Officers –
- Mortgage Company Professional Liability Insurance - (E & O - \$250k) (Optional)
- Articles of Incorporation for Corporation or Organization for LLC - (if applicable)
- Corporate Resolution - (authorizing officer to enter into, and execute agreements) (if applicable)
- Unaudited Financials: Current Balance Sheet (Assets & Liabilities) and YTD Profit & Loss Statement (Income & Expenses)

## MORTGAGE BROKER APPLICATION

The applicant named below is applying for approval as a Mortgage Broker to WesLend Financial.

**Account Executive:** \_\_\_\_\_ **How Did You Hear About Us?** \_\_\_\_\_

### **Applicant Information:**

**Legal Name of Company:** \_\_\_\_\_

DBA Name of Company (If different) \_\_\_\_\_

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

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

Office Number: \_\_\_\_\_ Cell Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

**Broker of Record:** \_\_\_\_\_

Social Security # \_\_\_\_\_ Date of Birth: \_\_\_\_\_

License #: \_\_\_\_\_ Expiration date: \_\_\_\_\_ **Company NMLS#:** \_\_\_\_\_

**LO(s) NMLS# provide on separate sheet**

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

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

E-Mail Address: \_\_\_\_\_

**Principal Officer:** \_\_\_\_\_

Social Security # \_\_\_\_\_ Date of Birth: \_\_\_\_\_

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

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

E-Mail Address: \_\_\_\_\_

**Company organized and existing under the laws of (State):** \_\_\_\_\_ **Organized on (Date):** \_\_\_\_\_

Sole Proprietor ( ) Partnership ( ) Corporation ( ) Other ( ) \_\_\_\_\_

If a Corporation, is it a subsidiary of, or controlled by, another entity? If Yes, by whom:

**Ownership of Company:**

What percentage of ownership in Company is held by Broker?

What percentage of ownership in the Company is held by Principal Officer? \_\_\_\_\_

Ownership of Company by other individuals: Please list names below and percentage: **(Please note individuals owning over 10% of the company also need to include their information below and sign on Page 6 of this Application and Page 7 of the Wholesale Agreement.)** For additional owners, please list information on separate sheet of paper.

Full Name \_\_\_\_\_ Percentage Owned \_\_\_\_\_

Full Name \_\_\_\_\_ Percentage Owned \_\_\_\_\_

**Owner:** \_\_\_\_\_

Social Security #: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

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

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

**Owner:** \_\_\_\_\_

Social Security #: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

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

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

**Does your company do centralized processing of loans?** Yes \_\_\_\_\_ No \_\_\_\_\_

**Branch Locations - Please list information below:**

\*\* For additional branches, please provide complete listing on separate sheet of paper.

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

Branch Manager Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_ Branch License: \_\_\_\_\_

**General Information:**

During the past 5 years, has the name of the company been changed or any other business been purchased, merged or consolidated with the company? **If yes, please include all pertinent information:**

\_\_\_\_\_

Company is licensed to originate loans in the state(s) of:

\_\_\_\_\_

**(Please include copies of all licenses & exemption certificates – annual review and recertification performed)**

**NOTE: If applicant Broker holds, a Department of Corporations California Finance Lender's (CFL) License**

**WesLend cannot accept CA loan submission with this license.**

Is the company a licensed mortgage banker? YES \_\_\_\_\_ NO \_\_\_\_\_ If Yes, with what state licensing entity:

Are you FHA Approved? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, please provide copy of HUD Correspondent Approval and evidence  
Loan Originators are W-2 employees.

Does your Company have an internal audit system to verify authenticity of the information contained in your loans?  
Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, please submit copy

**3 Lender References:** references must provide verification of your current relationship status by phone

Business Name 1: \_\_\_\_\_ Phone #: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Business Name 2: \_\_\_\_\_ Phone #: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Business Name 1: \_\_\_\_\_ Phone #: \_\_\_\_\_ Contact Name: \_\_\_\_\_

**Affiliated Companies:**

Please certify that your company **does not** have any affiliation with any of the following companies:

*\*Affiliated defined as. Having an ownership in, partnership interest with, family or close personal relationship.*

- Realty Company, Escrow Company, Building Contractor or Developer, Appraisal Company, Property Management Company, Accounting or Tax Preparation Company, Credit Bureau Service or Title Company.

**\*\* NOTE: WesLend Financial will not accept appraisals from appraisers who are affiliated with Broker.**

I certify that my company does not have any affiliation with the above referenced companies (sign below) Broker of

Record: \_\_\_\_\_ Principal Officer: \_\_\_\_\_

If your company does have affiliation with any of the above mentioned companies, please list name of company and all the contact information below:

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

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

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

Phone #: \_\_\_\_\_ Phone #: \_\_\_\_\_

If yes to being affiliated with a Closing Agent or Escrow Company, the following is required:

1. A copy of your Quality Control Plan to assure no conflict of interest due to your affiliated business arrangement
2. A copy of Surety Bond (\$100K minimum) and Errors and Omission (\$500K minimum) Policies under affiliated Closing Agent/Escrow Company Name\*\*\*

**Disclosure/Due Diligence - Please read the following and certify that all statements are true:**

1. Your company has never been suspended or debarred by any lender from brokering mortgage loans.
2. Your company, its principals or officers, have never been named as defendant in a lawsuit for alleged fraud or misrepresentation
3. Your company has never been involved or is not currently involved in any litigation.
4. Your company, its principals or officers have never been named as a defendant in a criminal, civil, or had an administrative proceeding/complaint/ conviction for alleged fraud or misrepresentation.
5. Your company, its principals or officers, have not filed for protection from creditors under any provision of the bankruptcy laws or made an assignment for the benefit of creditors within the past seven years.
6. Your company, its principals or officers, have never had a real estate, lending, or other professional license suspended or revoked, or received any other disciplinary action from a regulatory agency.
7. Your company or any entity affiliated with your company, its principals or officers, have never had any lender enforce, or attempted to enforce, the Hold Harmless, Indemnification, or Repurchase Clause of their Correspondent or Broker Agreement.

8. Your company, its principals or officers, have never been the subject of any disciplinary action or regulatory sanction for violation of any fair lending, fair housing, predatory lending or non-discrimination laws or regulations.
9. Your company has never been suspended or debarred by HUD.
10. Your company or any corporate officer/principal has never had any unfavorable findings in any audit, examination, or investigation.

I have read all the above Due Diligence Statements and certify that they are all true. Dated: \_\_\_\_\_

Broker of Record Signature: \_\_\_\_\_ Principal Officer Signature: \_\_\_\_\_

**If yes, to any of the above due diligence questions, please include a detailed letter of explanation with your broker application package. Unfortunately, we will not be able to process your broker application without it.**

**Authorizations and Certifications:**

By signing this application you agree that WesLend Financial may at its discretion , provide information to you and/or your company via fax, telephone, and/or email using the phone numbers and email addresses provided herein (or to other telephone, fax, and email addresses as provided by you from time to time) and/or by courier, U.S. postage, the internet, computer, and/or other means, You agree to provide updated fax, telephone, and email addresses to WesLend Financial. Information provided may pertain to pricing, rates, available programs, specials and other topics to keep you aware of product opportunities and changes in the marketplace and/or how WesLend Financial. does business. You also agree to provide WesLend Financial with annual updates of company financials and licenses.

If you decide to rescind this authorization, you agree to inform WesLend Financial in writing to:

**WesLend Financial**  
 Broker Approval Department  
 200 East Sandpointe Ave, Suite 800  
 Santa Ana, CA 92707

The undersigned Applicant declares that the information contained in this application and all accompanying supporting documentation is true to the best of his or her know ledge and belief. Applicant understands that WesLend Financial is relying on said information in making its business decision to approve said Applicant. WesLend Financial and/or its affiliates are hereby authorized to obtain verification of the information from any source name herein (including credit checks, reference inquiries, and background checks) of the Applicant Broker, its Principals and Owners in connection with this Mortgage Broker Application. A photographic copy of this authorization may be used as duplicate original. WesLend Financial will treat the information obtained as confidential.

**BROKER'S SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

**PRINCIPAL OFFICER'S SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

PRINT NAME AND TITLE: \_\_\_\_\_

**ADDITIONAL OWNERS OF COMPANY, PLEASE SIGN BELOW:**

**OWNER'S SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

PRINT NAME AND TITLE: \_\_\_\_\_

**OWNER'S SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

PRINT NAME AND TITLE: \_\_\_\_\_

## Request for Taxpayer Identification Number and Certification

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

<b>Print or type See Specific Instructions on page 2.</b>	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ◆ ----- <input type="checkbox"/> Other (see instructions) ◆	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
: : : :
or
Employer identification number
: : : :

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ◆	Date ◆
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## General Instructions

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

### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

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

- The U.S. owner of a disregarded entity and not the entity,

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

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

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

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

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

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

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

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

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

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

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

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

## Penalties

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

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

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

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

## Specific Instructions

### Name

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

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

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

**Limited liability company (LLC).** Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

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

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

### Exempt Payee

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



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

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

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
  2. The United States or any of its agencies or instrumentalities,
  3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
  4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
  5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
  7. A foreign central bank of issue,
  8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
  9. A futures commission merchant registered with the Commodity Futures Trading Commission,
  10. A real estate investment trust,
  11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
  12. A common trust fund operated by a bank under section 584(a),
  13. A financial institution,
  14. A middleman known in the investment community as a nominee or custodian, or
  15. A trust exempt from tax under section 664 or described in section 4947.

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

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7 <sup>2</sup>

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

<sup>2</sup>However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

## Part II. Certification

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

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

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

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



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

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

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

## Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

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

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

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

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

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

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

## What Name and Number To Give the Requester

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

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

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

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

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

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

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.



## WHOLESALE MORTGAGE BROKER AGREEMENT

### 1.0 PARTIES

The parties to this Wholesale Broker Agreement (hereinafter referred to as the "Agreement"), entered into in Santa Ana, California, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, with WesLend Financial Corp., a California Corporation with its principal office located in Santa Ana, California (hereinafter referred to as "Lender"), and \_\_\_\_\_, (hereinafter referred to as "Broker") and Broker is a \_\_\_\_\_ (corporation, limited liability company, partnership, joint venture, sole proprietorship, or other) and if Broker is a corporation or limited liability company, the state or territory under the laws of which Broker was formed and exists under is \_\_\_\_\_, with a principal place of business located at: \_\_\_\_\_.

### 2.0 SUBJECT MATTER OF THE AGREEMENT

Lender is a mortgage banker, engaged in the business of, among other things, receiving loan application packages from mortgage brokers, such as Broker, 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 Lender 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, 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 a writing which is 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 Lender, it being expressly understood by and between Lender and Broker that this is a nonexclusive Agreement.

### 5.0 BROKER / LENDER RELATIONSHIP

Nothing in this Agreement shall be construed as making Broker an agent, employee, representative, joint venture or partner of Lender. Broker shall be deemed to be acting as an independent contractor and agent and representative of the loan applicant and not of Lender. 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 Lender except that Broker shall act as Lender's "special agent" within the meaning of California Civil Code section 2297, for the sole and limited purpose of directly engaging an appraiser to conduct and complete an appraisal, which appraiser has no direct or indirect interest, financial or otherwise, in the property or loan transaction for which the appraisal is prepared. Broker shall at no time make use of any trade or service mark or logo of Lender without the express and specific written consent of Lender. 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 Lender or bind Lender in any fashion.

### 6.0 GOVERNING LAW

This agreement is entered into under, and shall be governed and construed according to, the laws of the State of California.

## **7.0 RESPONSIBILITIES OF BROKER**

In consideration for the agreement of Lender hereunder, to receive from Broker and consider for funding such loan application packages as Broker may from time to time submit to Lender, Broker hereby agrees as follows:

- 7.1 Each such loan application package that Broker submits to Lender on behalf of the potential borrowers for whom Broker is working shall be completed and submitted to Lender at the sole and exclusive expense of Broker and/or the potential borrowers on whose behalf Broker is working;
- 7.2 Each such submission of a loan application package to Lender by Broker shall be made under such programs, procedures, and fee schedules as Lender may from time to time establish;
- 7.3 At the time of submission of each such loan application package, Broker shall have properly prepared, and shall then furnish to Lender in the form required, such items or documents as Lender may require, and shall thereafter provide any additional documentation requested by Lender, including without limitation such information and/or documentation as Lender may require in order to comply with such laws and/or regulations as may be applicable to Lender and/or the loan application package and/or Lender's consideration thereof for funding;
- 7.4 Broker shall furnish Lender with such information and/or documentation as may be required, and shall provide Lender with such information and/or documentation as Lender may request, which Lender 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 Lender will, if the loan applied for is funded, result in a loan that will be saleable by Lender in the secondary market for such loans;
- 7.5 The contents of each such loan application package submitted to Lender shall become the property of Lender immediately upon submission, and all information contained therein is, but is not required by this Agreement to be subject to independent verification by Lender;
- 7.6 Broker has not made any false, misleading, incomplete statements or omissions to Lender either in connection with Broker's application for approval by Lender or with respect to each such loan application package submitted to Lender under the terms of this Agreement;
- 7.7 Broker will make such investigations and inquiries as needed to verify the truthfulness and completeness of all information provided in each such loan application package submitted to Lender, including without limitation that information relating to the creditworthiness of the potential borrower(s) and the value of the real property to be encumbered by the instrument securing the loan being applied for by the potential borrower(s), and Broker represents and warrants to Lender with regard to each such loan application package submitted to Lender hereunder that, as of the date the loan being applied for is closed and funded by Lender, all such information is true, accurate and complete and that 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 Lender's request(s), if any, for information and/or documentation, or otherwise;
- 7.8 Broker neither has nor is aware of any adverse information and/or documentation concerning any potential borrowers on whose behalf it submits a loan application package to Lender which it has not communicated to Lender, and Broker represents and warrants to Lender that all documents and instruments prepared or submitted by Broker, either with the loan application package as originally submitted or as it may have been supplemented by Broker, either in response to Lender's request(s), if any, for additional information and/or documentation, or otherwise, are valid and genuine in every respect;
- 7.9 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 Lender's 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 were when submitted or made, or thereafter have become, not true and/or not valid and/or not genuine, Broker shall immediately give written notice thereof to Lender;
- 7.10 Except as otherwise disclosed to Lender in writing before the funding of any Loan, Broker, its service corporations and other affiliated entities have no direct or indirect ownership interest in any property acting as security for a Loan, or in the Loan proceeds themselves.

7.11 Brokers are expected to fully understand fair lending practices and to deal fairly and equally with all loan applicants. We insist that all negotiations be in good faith and without bias. We require that the letter and the spirit of fair lending practices, the following Federal laws, and all statutes governing lending and equal rights be complied within each jurisdiction that the broker conducts business.

7.12 It is the desire of Lender to provide fair and accurate disclosures to an applicant during the lending process. It is incumbent upon the Mortgage Broker to obtain the proper information and provide complete mortgage loan applications and cost breakdowns on all mortgage loan applications taken.

Broker shall comply fully with applicable federal, state and local laws, regulations, rules and ordinances, as now existing or as hereafter enacted or amended, including, without limitation, the Truth-in-Lending Act and Regulation Z, the Equal Credit Opportunity Act and Regulation B, the Real Estate Settlement Procedures Act of 1974 and Regulation X, and any and all other federal disclosure and fair lending laws. Broker shall provide such disclosures and otherwise act to effect compliance with such laws, regulations, rules and ordinances as directed by Lender or by law.

Broker warrants and represents that the information contained in the Good Faith Estimate ("GFE") is complete and correct, and that it accurately represents the applicant's loan request. They also warrant that no other GFE has been issued. Broker acknowledges and understands that they will provide the information necessary to provide the applicant(s) with the initial GFE disclosure required by the Real Estate Settlement Procedures Act and Regulation X ("RESPA"). This information will also be relied upon to provide the Truth-in-Lending Act and Regulation Z ("TILA") disclosure and any revised GFE, if applicable. Broker further warrants and represents that he/she has not collected – and will not collect – any fee from the applicant(s), other than a credit report, until 3- business days after the initial Truth-in-Lending Statement and GFE were provided to the Borrower, and the Borrower has signed and provided Lender a notice of Intent to Proceed with the loan described in the GFE.

Broker warrants it is in compliance with all federal and state privacy laws. Broker commits to protecting every customer's confidential information by utilizing property information security safeguards and secure document disposal.

## **8.0 TERM AND TERMINATION**

The term of this shall commence with the effective date as provided in Section 19.0 of this Agreement. Lender reserves the right to conduct an annual review of Broker. Broker agrees to follow any Lender requirements during this annual review. Lender also 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 representative of lender. The representations, warranties, and obligations of the Broker set forth herein shall survive any such termination or the repurchase of any loan by the Broker.

## **9.0 INDEMNIFICATION**

Broker shall indemnify, defend and hold harmless Lender and each of Lender's owners, directors, trustees, officers, agents, employees, successors, and assigns from and against, and shall reimburse the same with respect to, any and all loss, damage, liability, costs, and expenses, including reasonable attorneys' fees, from any cause whatsoever, including, but not limited to, all repurchase demands of any third party to which Lender sells any Loan, that arises out of or in connection with any breach of any representation, warranty, or obligation contained in this Agreement, lender shall be deemed to have incurred a loss automatically upon Lender's receipt of a Loan repurchase demand from a secondary market investor, which Lender determines in its sole and absolute discretion to be enforceable.

## **10.0 LOSS MITIGATION**

Broker's obligation to fully indemnify Lender under this Agreement is not affected by Lender's taking any of the following actions with or without notice to Broker: (a) liquidation, repayment, retirement, or sale or resale of any loan; (b) foreclosure, short-sale, or deed in lieu of foreclosure; (c) sale or resale of the property securing any Loan; or (d) any action taken by Lender in its sole discretion to mitigate losses on any loan submitted by Broker.

## **11.0 RIGHT OF OFFSET**

Notwithstanding anything contained in this Agreement to the contrary, Lender has the right to set off against all compensation and other payments due or payable to Broker under this Agreement, the amount of any damages, liabilities, losses, costs, and/or expenses (including attorneys' fees and court and/or arbitration costs), suffered or incurred by Lender by reason of any breach or default by Broker and/or the agents or employees of Broker in the performance of any of Broker's duties or obligations under the Agreement.

## **12.0 FURTHER ASSURANCES**

Each Party shall perform such further acts and execute and deliver such further documents that may be reasonably necessary to carry out the provisions of this Agreement.

## **13.0 RECORDS**

At all times during the term of this Agreement, Broker shall maintain on the business premises responsible for producing each Loan, a complete set of files and records of all business, activities and operations conducted by Broker as required by Federal and State lending guidelines and in accordance with Lender's loan policies and procedures. At all times during the terms of this Agreements and at all times following the expiration or termination of this Agreement, Lender, its regulators, internal auditors or independent auditors, and its duly authorized agents, representatives or employees have the right to audit, inspect and copy any of the foregoing records, reports and related materials of Broker.

## **14.0 EARLY PAYOFF POLICY**

14.1 During the term of this Agreement, Lender shall maintain an Early Payoff Policy (hereinafter referred to as "EPO Policy") with regard to loans resulting from loan application packages WesLend receives from Broker.

14.2 The EPO Policy shall come into effect whenever a loan resulting from a loan application package it received from Broker is sold to or funded by Lender and that loan pays off or the principal balance is paid down by more than 20% of the original principal balance within one hundred and ninety five (195) days of funding, regardless of whether that pay off or pay down is from a refinance by or through Lender as the result of another loan application package submitted by Broker, or from a refinance on a loan application package submitted to WesLend by or through another broker or lender, or from a non-brokered refinance by any other lender.

14.3 On all mortgage loans falling within the EPO Policy, Lender may require Broker to repay to Lender all monies paid to Broker by Lender with regard thereto, including without limitation the premium price or service release premium. No portion of the repayment of any premium price or service release premium pursuant to the EPO Policy may be charged back to any borrower by Broker.

14.4 For each month that there is an EPO, Lender will issue to Broker a billing statement detailing any applications of the EPO Policy and the amount required to be reimbursed to Lender. Payment to Lender in full of any reimbursement amount owed by Broker under this Policy will be required within thirty (30) days of Broker's receipt of a billing statement reflecting a reimbursement amount due to Lender. Lender may, in its sole discretion, take an offset against any monies due from Lender to Broker for any reimbursement amount due from Broker to Lender as a result of any application of this Policy.

14.5 Throughout the term of this Agreement, Lender will monitor the application of this Policy to loans resulting from loan application packages submitted to Lender by Broker under the provisions of this Agreement. Should Lender determine, in its sole and exclusive discretion, as a result of such monitoring, that the frequency of the application of this Policy to Broker demonstrates a "churning" of loans by Broker, Lender may, in its sole and exclusive, discretion take such action as may reasonably be necessary in order to eliminate such activity on the part of Broker, including without limitation restricting the maximum amount of compensation which may be paid to Broker on refinance transactions.

14.6 Lender 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.

**15.0 REIMBURSEMENT OF CONSUMERS UPON RESCISSION**

Broker shall promptly reimburse Loan Applicant for all fees and costs incurred by Loan Applicant in applying for or obtaining a loan (other than fees paid to and retained by Lender), including, without limitation, any appraisal fees, credit report charges, title and escrow charges, Broker fees and points and other fees and charges for which Loan Applicant is entitled to reimbursement as a result of exercising its right to rescind or cancel a loan for any reason, including without limitation, under the provisions the Truth In Lending Act as further enumerated in Regulation Z. In addition to the indemnity set forth herein, Broker shall indemnify Lender for all fees, costs, losses and expenses incurred, including reasonable attorneys' fees, for claims made under the Truth in Lending Act.

**16.0 WAIVERS OF REMEDIES**

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

**17.0 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 document, copies of which are appended hereto: the Fraud Policy Disclosure.

**18.0 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.

**19.0 NOTICES**

Any notices required under the terms of this Agreement to be given shall be given in writing and shall be transmitted by overnight delivery service (FedEx, DHL, UPS Red Label, etc.) to the party to whom the notice is to be given, with a copy of the notice also deposited with the U.S. Mail, addressed to the party to whom notice is to be given, with First Class Postage thereon fully prepaid, on the same date that the original notice is submitted for delivery to the overnight delivery service. Any notice so given will be presumed to have been received one (1) business day from the date it has been submitted for delivery to the overnight delivery service. The presumption of receipt may, however, be rebutted upon the challenge of the party to whom notice is given if the party giving the notice cannot produce documentation of actual delivery thereof by the overnight delivery service to the party to whom notice is given. Notices to Lender shall be transmitted to WesLend Financial Corp., at 200 East Sandpoint Ave, Suite 800, Santa Ana, California 92707, Attention: Wholesale Broker Administration. Notices to Broker shall be transmitted to Broker at:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**20.0 ATTORNEYS' FEES**

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

**21.0 SEVERABILITY**

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

**22.0 EXECUTION OF AGREEMENT**

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

**23.0 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 the all the above terms and conditions of the Wholesale Mortgage Broker Agreement.**

**BROKER OF RECORD (print)** \_\_\_\_\_ **DATE** \_\_\_\_\_

(SIGNATURE) \_\_\_\_\_

**BROKER LICENSE #** \_\_\_\_\_ **EXP. DATE** \_\_\_\_\_

**PRINCIPAL OFFICER (print)** \_\_\_\_\_ **DATE** \_\_\_\_\_

(SIGNATURE) \_\_\_\_\_

**WESLEND FINANCIAL**

**NAME and TITLE** \_\_\_\_\_ **DATE** \_\_\_\_\_

(SIGNATURE) \_\_\_\_\_



## FRAUD POLICY DISCLOSURE

It is WesLend Financial Corp's policy to report all instances of potential fraud or suspicious activity to state and federal law enforcement agencies, including the FBI.

### **TYPES OF LOAN MISREPRESENTATIONS AND FRAUD**

The following are examples of fraudulent misrepresentation or concealment that are prohibited. This list is not all inclusive.

Submission of False or Misleading Information. This includes but is not limited to submitting false statements on loan applications and/or falsifying documents purporting to substantiate credit, employment, income, deposit and asset information including identity, ownership or non-ownership of real property.

1. Forgery. Signing any documents, including letters of explanation on behalf of clients.
2. Occupancy Misrepresentations. Submitting incorrect information regarding current occupancy or the intent to maintain minimum continuing occupancy as stated in the Security Instrument.
3. Concealment of Relevant Information. Brokers must obtain and disclose accurate information on the loan application. The submission of information or documentation that is known or should be suspected of being false or misleading is considered misrepresentation and/or fraud. The following are examples:
  - 3.1 a) Simultaneous or consecutive processing of multiple owner-occupied loan applications from one applicant on multiple properties, or  
b) Simultaneous or consecutive processing of multiple loan applications from one applicant supplying inconsistent information on each application.
  - 3.2 Permitting an applicant or interested third party to "assist" with processing of the loan, including but not limited to hand carrying verifications; requesting credit reports or ordering appraisals or any other documentation provided by third party vendors.

### **CONSEQUENCES**

Loan Fraud is costly to all parties involved. WesLend Financial Corp. stands behind the quality of its loan production. Fraudulent loans damage WesLend Financials reputation with investors and mortgage insurance providers.

For those who participate in committing loan fraud the price is costly as well. Below are potential consequences to those parties involved in loan fraud.

### **CONSEQUENCES TO BROKER/LENDER**

1. Criminal prosecution by legal authorities.
2. Loss or suspension of real estate broker's license, salesperson's license and/or other applicable licenses.
3. Civil action against Broker/Lender by WesLend Financial Corp.
4. Civil action against Broker/Lender by the applicant borrower and/or other parties to the loan transaction.
5. Repurchase of the loan.

Initials



**CONSEQUENCES TO BORROWER**

- 1. Acceleration of the Borrower's debt. Paragraph 6 of the uniform FNMA/FHLMC Deed of Trust states: "Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to lender (or failed to provide lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. NOTE: foreclosure under this section of the Deed of Trust does not require Borrower to be in 'payment default'. As such, the Borrower will not have the benefit of reinstatement. In order to cure the default, the Borrower must pay off the loan in full prior to the sale of the property."
  
- 2. Criminal prosecution by legal authorities.
  
- 3. Civil action against Borrower by WesLend Financial Corp.
  
- 4. Civil action against Borrower by parties to the loan transaction, such as the seller and/or real estate agent/broker.
  
- 5. Loss or suspension of professional license.
  
- 6. Adverse effects on credit history.

Loans submitted to WesLend Financial that are subject to any and all services provided by the Internal Revenue Service under IRS Code 4506 with regard to income verification may be subject to the following regulatory actions:

An IRS audit to reconcile the differences between the income on the loan application and the income on the tax return.

Penalties and interest on any portion deemed by the IRS to be an underpayment of taxes as determined by said audit.

Criminal penalties for having provided misinformation on either the tax return or the loan application.

\_\_\_\_\_

Broker Company Name

\_\_\_\_\_

Broker of Record Signature

\_\_\_\_\_

Date

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Title

\_\_\_\_\_

Signature of Principle/Owner

\_\_\_\_\_

Date

\_\_\_\_\_

Printed Name of Principle/Owner

\_\_\_\_\_

Title

**CONSENT TO RECEIPT OF FAX & E-MAIL ADVERTISEMENTS**

**HISTORY:**

On July 25, 2003, The Federal Communications Commission published its final rule and regulations implementing the Telephone Consumer Protection Act (TCPA) of 1991, 47 CFR Parts 64 and 68 with an effective date of August 25, 2003. These new rules establish a National Do-Not-Call Registry, set a maximum rate on the number of abandoned phone calls, requires telemarketers to transmit Caller ID information, and modify the commission's unsolicited facsimile advertising requirements.

**UNSOLICITED FAX & E-MAIL REGULATIONS:**

Under these new rules, companies that wish to send unsolicited advertisements to customers by facsimile must obtain their express permission to do so before transmitting to them. The permission to send facsimile advertisements must be provided in writing, include the recipient's signature and facsimile number, including a clear statement that, by providing such number, the individual or business agrees to receive facsimile advertisements from that company.

**CONSENT TO RECEIPT OF INCOMING FAX & E-MAIL ADVERTISEMENTS:**

The Undersigned Company or Individual agrees to receive e-mail and/or facsimile (FAX) materials, which may include advertising material, marketing material, rate sheets, or any like business material from WesLend Financial or its divisions, branches, or offices operating under a business trade name, at the fax number and/or e-mail address provided below.

By signing this consent form, the undersigned represents and warrants that he/she has the authority to provide this consent on behalf of the individual or business listed below and that this consent shall remain valid unless revoked in writing.

There are no representations that any or all of the material to be provided by e-mail or fax constitutes advertisements under the TCPA or any other federal or state laws or regulations governing consumer transactions.

\_\_\_\_\_  
Recipient Company Name (Legal & DBA)

\_\_\_\_\_  
Authorized By – Full Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**E-Mail Advertisements Authorized?**     Yes     No

**E-MAIL Address:** \_\_\_\_\_

**Fax Advertisements Authorized?**     Yes     No

**FAX #:** \_\_\_\_\_

**Authorization/Release for Broker Background Investigation**

\_\_\_\_\_, (“the Mortgage Broker”) acknowledges that it is in the best interest of both the Mortgage Broker and WesLend Financial (“the Mortgage Lender”) for WesLend Financial to perform due diligence concerning the Mortgage Broker’s background and experience.

Therefore, the Mortgage Broker hereby consents and gives WesLend Financial permission to obtain information about The Mortgage Broker’s company and any and all employees of the Mortgage Broker’s company including, but not limited to, professional history information, criminal record information, credit information and other public record information at the time of application. The Mortgage Broker also authorizes the Mortgage Lender to obtain additional background investigation(s) at the time of renewal or annually thereafter.

The Mortgage Broker understands that WesLend Financial performs quality control reviews of the loans that the Mortgage Broker submits to WesLend Financial for registration, review, underwriting, funding and/or purchase.

**Acknowledgement**

Mortgage Broker hereby acknowledges that the Mortgage Broker has read understands and agrees to all the terms and conditions of the Authorization/Release for the Broker Background Investigation as described above. By signing below, the Mortgage Broker acknowledges and agrees to all terms in the Authorization/Release for the Broker Background Investigation.

Owner Signature: \_\_\_\_\_

Owner Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Broker of Record Signature: \_\_\_\_\_

Broker of Record Printed Name: \_\_\_\_\_ Date \_\_\_\_\_

THIS MORTGAGE BROKER ADDENDUM TO THE WHOLESALE MORTGAGE BROKER AGREEMENT dated \_\_\_\_\_, 20\_\_ (“Addendum”) is entered into by and between Lenox Financial Mortgage Corporation, a California Corporation dba: WesLend Financial and WesLend Financial Mortgage Corp. (“WesLend”), and \_\_\_\_\_ (“Mortgage Broker”).

**1. TERM**

Mortgage Broker’s Compensation Plan under this Addendum shall continue unless and until terminated pursuant to Section 8 of the Wholesale Mortgage Broker Agreement, Section 2 of this Addendum or Section 3 of this Addendum. Any change to the Mortgage Broker’s Compensation Plan will require the execution of a new Addendum between WesLend and Mortgage Broker.

**2. COMPENSATION**

- a) WesLend shall compensate the Mortgage Broker as outlined in Section 4 below. Mortgage Broker shall compensate its employees in compliance with all required regulations.
- b) WesLend reserves the right to modify, suspend or discontinue any and all compensation plans as described above, at any time and at its sole discretion, without notice to or recourse by Mortgage Broker.

**3. FREQUENCY OF CHANGE**

WesLend will permit changes to the Mortgage Broker Compensation Plan every calendar quarter (January 1, April 1, July 1 and October 1). Any change to the Mortgage Broker Compensation Plan will require the execution of a new Addendum between WesLend and Mortgage Broker. Changed compensation applies the first business day of the calendar quarter. WesLend must receive the change ten (10) business days in advance of the new calendar quarter. WesLend holds Mortgage Broker responsible to ensure proper lender paid compensation for each loan submitted. Changed compensation takes effect for all loans submitted on or after the changed date.

**4. MORTGAGE BROKER COMPENSATION PLAN**

**A. LENDER PAID**

- I. When Mortgage Broker elects Lender Paid compensation, Mortgage Broker agrees to the following:
  - Compensation will be paid by WesLend to the Mortgage Broker.
  - The Mortgage Broker will not receive more or less than the established compensation plan as set by this Addendum.
  - The Mortgage Broker will not receive compensation from any other party, including Mortgage Broker affiliated companies.
  - The Mortgage Broker must establish Loan Originator compensation agreements for its employees who act as loan originators, and such compensation must not vary based on loan terms or conditions other than loan amount or must not function as a proxy for such terms or conditions.
  - Payments to loan originators based on prohibited loan terms or conditions or a proxy for loan terms or conditions are not allowed.
  - Third party fees may not be paid by the Mortgage Broker. The Borrower may pay for *bona fide* and reasonable third party costs by paying cash at closing, or by financing them through the loan principal or interest rate.
  - Seller paid compensation is deemed consumer paid compensation and not lender paid. If the seller or any other party is paying Mortgage Broker compensation, WesLend will not pay Mortgage Broker.

II. The Following Compensation Plans are available:

- Mortgage Broker selects the following lender paid compensation plan and flat fee dollar options

Lender Paid Option	Flat Fee Dollar Options		No Flat Fee Option
<input type="checkbox"/> 1.000%	<input type="checkbox"/> \$500	<input type="checkbox"/> \$750	<input type="checkbox"/> No Flat Fee
<input type="checkbox"/> 1.125%	<input type="checkbox"/> \$500	<input type="checkbox"/> \$750	<input type="checkbox"/> No Flat Fee
<input type="checkbox"/> 1.250%	<input type="checkbox"/> \$500	<input type="checkbox"/> \$750	<input type="checkbox"/> No Flat Fee
<input type="checkbox"/> 1.375%	<input type="checkbox"/> \$500	<input type="checkbox"/> \$750	<input type="checkbox"/> No Flat Fee
<input type="checkbox"/> 1.500%	<input type="checkbox"/> \$500	<input type="checkbox"/> \$750	<input type="checkbox"/> No Flat Fee
<input type="checkbox"/> 1.625%	<input type="checkbox"/> \$500	<input type="checkbox"/> \$750	<input type="checkbox"/> No Flat Fee
<input type="checkbox"/> 1.750%	<input type="checkbox"/> \$500	<input type="checkbox"/> \$750	<input type="checkbox"/> No Flat Fee
<input type="checkbox"/> 1.875%	<input type="checkbox"/> \$500	<input type="checkbox"/> \$750	<input type="checkbox"/> No Flat Fee
<input type="checkbox"/> 2.000%	<input type="checkbox"/> \$500	<input type="checkbox"/> N/A	<input type="checkbox"/> No Flat Fee
<input type="checkbox"/> 2.125%	<input type="checkbox"/> \$500	<input type="checkbox"/> N/A	<input type="checkbox"/> No Flat Fee
<input type="checkbox"/> 2.250%	<input type="checkbox"/> \$500	<input type="checkbox"/> N/A	<input type="checkbox"/> No Flat Fee
<input type="checkbox"/> 2.375%	No flat amount permitted	No flat amount permitted	No flat amount permitted
<input type="checkbox"/> 2.500%	No flat amount permitted	No flat amount permitted	No flat amount permitted
<input type="checkbox"/> 2.625%	No flat amount permitted	No flat amount permitted	No flat amount permitted
<input type="checkbox"/> 2.750%	No flat amount permitted	No flat amount permitted	No flat amount permitted

- No flat fee amount permitted for the 2.500%, 2.625% and 2.750% Compensation selections.

- Mortgage Broker selects the following minimum dollar thresholds:
  - No minimum dollar thresholds selected.
  - Minimum of \$1,500.
- Mortgage Broker selects the following maximum dollar thresholds:
  - No maximum dollar thresholds selected.
  - Maximum of \$10,000.
  - Maximum of \$15,000.

**B. BORROWER PAID**

When Mortgage Broker elects Borrower Paid Compensation, Mortgage Broker will negotiate its fees and origination points directly with the borrower and agrees to the following:

- Mortgage Broker fees must comply with State and Federal statutes and regulations and must not meet or exceed any “high-cost” thresholds or similar limits set by Fannie Mae, Freddie Mac, FHA, VA or other governmental or quasi-government agency.
- The borrower must pay Mortgage Broker fees and originations points by either bringing cash to the closing table or by financing them into the loan transaction.
- The borrower may choose a rate that will allow the borrower to receive a Lender Credit towards closing costs. This credit cannot and will not be used to pay any portion of Mortgage Brokers compensation and Mortgage Broker will not retain any portion of the Lender Credit as compensation. The borrower may choose to pay discount points to WesLend to lower their interest rate.
- Mortgage Broker may reduce the fees negotiated with the borrower in order to comply with state and federal laws and regulations ONLY if the Mortgage Broker elected Borrower Paid Compensation.
- Compensation paid directly by the borrower to the Mortgage Broker cannot exceed the Lender Paid compensation plan selected by the Mortgage Broker, and appearing in this Compensation Agreement.

**4. ANTI-STEERING PROVISION**

Mortgage Brokers must not steer consumers to loans in the best interest of Mortgage Broker or its employees. Mortgage Brokers must present a minimum of three (3) loan options, in writing to the consumers to avoid “steering” them into a particular product. These loan options must be from lenders with which the Mortgage Broker is actively doing business, however they do not have to be from multiple lenders, if the consumer is likely to qualify, for a loan from only one lender.

For each type of loan (fixed rate, variable rate or reverse) in which the consumer expresses an interest, the Mortgage Broker must present loan options that include the following:

- The lowest interest rate.
- The lowest total dollar amount for origination points and fees and discount points.



- The lowest interest rate on a loan with no risky features, such as a prepayment penalty, interest-only payments, negative amortization, a demand feature, shared equity or appreciation, or a balloon payment in the first seven years.

Each of the options must be a loan for which the Mortgage Broker reasonably and in good faith believes the consumer would likely qualify. WesLend requires the Mortgage Broker to submit an anti-steering disclosure with all loan packages at time of submission.

**5. PLAN AGREEMENT**

This Addendum does not create any expressed or implied contract of employment between the Mortgage Broker and WesLend, and both WesLend and the Mortgage Broker retain the right to terminate the relationship at any time with or without cause.

This Addendum shall immediately terminate upon the delivery of either a verbal or written notice of voluntary termination, or the date of involuntary termination by WesLend.

WesLend retains the right to amend, modify or terminate the Addendum at any time and for any reason it deems sufficient.

Exceptions to the Addendum must be approved by the President of WesLend or his/her designee.

Except as specifically modified and amended by this Addendum that certain Wholesale Mortgage Broker Agreement between the parties remains in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Addendum on the date first written above.

**WESLEND**

**MORTGAGE BROKER**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name