



Broker Approval Requirements

To ensure a prompt approval, please include the following items:

1. Completed and signed Broker Application & Agreement
2. Resume of the Mortgage Department Manager
3. Quality Control Procedures

Please contact your Account Executive with questions.

**Please submit broker package and all supporting documents
to: www.fcmtpo.com/partner**

508 W 800 N, Orem, UT 84057 | 855-463-2630 | fcmtpo.com

FIRST COLONY MORTGAGE CORPORATION

BROKER APPLICATION

Company Name: _____

DBA: _____

Main Office Address: _____

Mailing Address (if different): _____

Telephone: _____ Account Executive: _____

Company NMLS#: _____ VA ID: _____ Tax ID: _____

Primary Contact: _____ Email Address: _____

Company Type: Corporation Proprietorship Partnership Subchapter S Corporation LLC

General Information:

What LOS (loan operating system) do you currently use? _____

What pricing engine do you currently use? _____

Affiliate Relationships Information:

List any affiliate relationships between your firm or individuals in your firm with any third parties who are engaged in real estate lending or related activities, i.e., contract processors, appraisers, closing agents, surveyors, property inspectors, insurers, lenders, or any other applicable situations.

If Not Applicable Initial Here _____

(1) Business Type: _____ % of Ownership: _____
Company Name: _____

(2) Business Type: _____ % of Ownership: _____
Company Name: _____

TPO Attestation

If you cannot answer all of the below statements with “yes”, please attach appropriate documentation for FCM review.

1. I acknowledge that I am responsible for all actions of my firm’s officers, partners, directors, principals, managers, supervisors, loan processors, loan underwriters, loan originators, and other employees (hereinafter referred to as “company,” “owners,” and/or “any employees”) and for the actions of any affiliates participating in loan programs with any entities for or on behalf of the company.

2. I acknowledge that neither my company, nor its owners or any employees, since prior approval or recertification with FCM:

- a. Had any formal complaints filed against them with a federal or state regulatory authority;
- b. Had any threatened or pending litigation involving the owners of the company or the company itself;
- c. Had any customer complaints within the past 12 months regarding False/Deceptive Advertising, Fraud and/or Misunderstanding of Product Terms;
- d. Had an order or sanction entered against them by a federal and/or state regulatory authority;
- e. Had been denied a license or had any registration/license revoked by a federal and/or state regulatory authority;
- f. Had been suspended by another lender or investor or had its approval status terminated for cause.

3. I acknowledge that my company has not been required by another lender or investor to repurchase or indemnify one or more mortgages originated by my company; unless previously reported to and acknowledged by FCM.

4. I acknowledge that my company does not currently employ anyone, including officers, partners, directors, managers, or any other individuals who are listed in (i) the System for Award Management (SAM) database; (ii) the HUD Limited Denial of Participation (LDP) database; FHFA Suspended Counterparty Program list and/or (iii) Freddie Mac’s Excluded Party List. I further acknowledge that my company maintains hiring procedures to screen potential employees against these same exclusionary lists.

5. I acknowledge that my company maintains a Quality Control program, sufficient to ensure compliance with all regulatory and FCM requirements.

6. I acknowledge my company remains in compliance with all applicable provisions of the Secure and Fair Enforcement for Mortgage Licensing Act of 2008 (SAFE Act) or its equivalent under state law, including all Nationwide Mortgage Licensing System and Registry (NMLS) requirements.

7. I acknowledge that neither my company, nor its owners or any employees have been charged with, or convicted of, pled guilty, or nolo contendere to a felony related to fraud, dishonesty, breach of trust, money laundering, embezzlement, theft, forgery, bribery, falsification of records, or any other crime related to the real estate or mortgage loan industry, unless previously reported to FCM.

8. I acknowledge that neither my company nor any of its principals or officers are delinquent to any government agency for any fees or taxes.
9. I acknowledge that my company has implemented a written anti-money laundering program which adheres to AML guidelines as required by 31 CFR 1010 and 1029.
10. I acknowledge that my company makes all reasonable attempts and efforts and has controls in place to stay apprised of regulatory compliance and fair lending changes that affect my industry.
11. I acknowledge that my company makes all reasonable efforts in ensuring timely and accurate disclosures, if any, that comply with applicable regulations are provided.
12. I acknowledge that my company complies with TILA "LO Comp" rules, in accordance with 12 CFR §1026.36, and specifically the anti-steering and originator compensation provisions.

Signed for Broker Company:

By: _____
Signature

Name: _____
Print or Type Name of Authorized

Its: _____
Title

Dated: _____

Resolution of Board of Directors

Of _____
(Company Name)

RESOLVED FIRST, that

_____, the _____ and
(Name of Officer) (Title)

_____, the _____ and
(Name of Officer) (Title)

_____, the _____ and
(Name of Officer) (Title)

_____, the _____ and
(Name of Officer) (Title)

of this corporation, or any one or more of them or their duly elected or appointed successors in office, is hereby authorized and empowered in the name of and on behalf of this corporation and under its corporate seal from time to time to refer mortgage applications to First Colony Mortgage Corporation, and to execute any and all agreements, contracts, assignments, endorsements, and issuance of checks or drafts, reports, mortgage documents, and other papers in connection with documents, and furnish any information required or deemed necessary or proper by First Colony Mortgage Corporation in connection therewith.

I HEREBY CERTIFY that the foregoing is a true and correct copy of a resolution presented to and adopted by the Board of Directors of _____ at a meeting duly called and held at _____ on the _____ day of _____ 20____ at which a quorum was present and voted, and that such resolution is duly recorded in the minutes book of this corporation; that the officers name in said resolution have been duly elected or appointed to, and are the present incumbents of, the respective offices set after their respective names.

Authorized Signature

Date



MORTGAGE BROKER AGREEMENT

This Mortgage Broker Agreement ("Agreement") is made and entered into as of the related effective date (the "Effective Date") set forth on the signature page hereto, by and among First Colony Mortgage Corporation ("FCM") and ("Broker"). FCM and the Broker are referred to herein collectively as the "Parties" or each, a "Party". As used herein, "Applicable Company" means FCM in the context of forward mortgage loans.

WHEREAS, Broker is duly licensed and approved to broker one-to-four family mortgage loans, and desires to deliver loan application packages for such loans to FCM;

WHEREAS, FCM is engaged in the business of, among other activities, originating loans secured by first mortgages or deeds of trust on one-to-four family residential dwellings;

WHEREAS, FCM and Broker wish to establish a non-exclusive relationship whereby Broker will, from time to time and at its option, submit completed loan application packages for one-to-four family mortgage loans to FCM on behalf of Broker's clients for possible underwriting and, if approved, closing and funding, upon and subject to the terms and conditions of this Agreement; and

WHEREAS FCM and Broker intend to enter into this Agreement to outline the terms of their relationship.

NOW, THEREFORE, the parties hereto, in consideration of the covenants and promises set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

- 1. Locating Potential Borrowers** During the term of this Agreement, the Parties agree that Broker may identify and qualify potential borrowers for mortgage loans that FCM may, at its discretion and upon the terms outlined by FCM herein or in other conditions or guidelines it develops, originate, fund, and either sell into the secondary mortgage market or retain.
- 2. Initiating a Brokered Loan.** In order to initiate the brokering of a loan with FCM, Broker shall accept a loan application from a prospective Borrower and submit said application to FCM, along with any corresponding or mandated data or materials, required by the conditions or guidelines implemented by FCM in an existing FCM loan program (The application and referenced data and materials are jointly referred to herein as the "Loan Package"). At the time a Loan Package is submitted to FCM, Broker shall properly prepare and furnish to FCM, in the form FCM requires, such items or documents FCM requires. By submitting the Loan Package to FCM for review and origination, and the acceptance of the Loan Package by FCM, Broker shall be deemed to have assigned, and

hereby does assign, all of its rights, title and interests in and to the Loan Package to FCM.

3. **Loan Package Requirements.** In order for consideration and approval by FCM a Loan Package shall follow and comply with: (a) any and all applicable federal, state and local laws, ordinances, regulations, or requirements, (b) the terms, requirements and conditions of this Agreement; and (c) any and all Guidelines implemented by FCM. FCM agrees to review and underwrite each loan package received and accepted from Broker. The decision to reject a Loan Package or to approve a loan as outlined in a Loan Package from Broker shall be at the sole and exclusive discretion of FCM. FCM agrees to notify Broker of each disposition of a Loan Package (whether approved, denied, modified, approved conditionally, or other applicable status). Broker agrees to notify the applicant of each Loan Package for which FCM has communicated a disposition concerning the determination made by FCM, within the time period required by law. If the Parties agree, the applicant may be notified of FCM's determination on the Loan Package in the name of FCM. The origination and closing of loans in connection with a Loan Packages will be made only in the name of FCM or its investors, as determined by FCM.

FCM may, but is under no obligation to, verify any information provided by applicant or Broker with regard to any Loan Package submitted to FCM by Broker, including, but not limited to, acquiring credit reports, verifications, asset information or employment information on the potential borrowers or information concerning the status or condition of the real property which applicant intends to act as collateral for the loan being sought. FCM's right to indemnification or other rights and remedies set forth herein will not be affected by any verification, investigation, audit or review conducted by FCM, or any knowledge acquired (or capable of being acquired) at any time, with respect to the accuracy or inaccuracy of, or compliance with, any representation, warranty, covenant or obligation of Broker herein.

The waiver of any condition based on the accuracy of any representation or warranty, or on the performance of or compliance with any covenant or obligation will not affect the right to indemnification or other rights and remedies based on such representations, warranties, covenants, and obligations.

4. **Changes to Programs and Approvals.** FCM's Loan Programs and Guidelines may be changed from time to time, without prior notice, at the sole discretion of FCM. Underwriting approval shall be at the sole discretion of FCM. FCM may change its underwriting standards at any time, without prior notice.

5. **Acceptance of Loan Package.** The delivery of any Loan Package submitted by Broker to FCM, in and of itself, shall not be construed as creating any legal or equitable obligation on the part of FCM to accept the Loan Package or, if accepted, to make a loan with regard to the Loan Package provided by Broker. FCM shall have complete and sole discretion as to any and all decisions pertaining to the origination, approval, closing, funding and post-close marketing of any loan submitted by applicant and Broker to FCM. Broker agrees not to warrant or represent to any applicant that FCM has approved or will approve and/or fund any loan until such time as FCM has notified Broker of the same, in writing.

6. **TPO Website.** FCM maintains a website for Broker to submit and lock loans and order appraisals. Such Website contains all applicable Loan Programs and Guidelines, loan forms and announcements relating to FCM. Broker will be provided a login for Website and may create other users. All information on FCM's Website is confidential and proprietary to FCM and use of the

Website is subject to section 14. Notwithstanding sections 28 and 29, changes, updates, additions and deletions to Loan Programs and Guidelines, and Announcements posted to the related FCM's Website are considered delivered to Broker upon posting to FCM's Website.

7. **Loan Package Contents.** Each Loan Package shall contain the information, documents and materials specified in this Agreement and the Guidelines, including without limitation those documents specified in Exhibit A, attached hereto. FCM may unilaterally amend Exhibit "A" from time to time, by written notice to Broker, including but not limited to notice provided on the TPO Website referred to above.

8. **Responsibilities and Obligations of Parties; Broker Compensation.**

8.1 **Broker's Duties and Obligations.** During the term of this Agreement, Broker shall perform those loan origination-related services identified in Exhibit B, attached hereto, as well as all other duties and responsibilities outlined in this Agreement and in the Guidelines. Broker shall comply with all state and federal laws regarding disclosure of compensation agreements. Broker further agrees not to accept compensation other than as permitted by the Real Estate Settlement Procedures Act (12 USC § 2601 et. seq.) ("RESPA"), the Truth-In-Lending Act (15 USC § 1601 et. seq.) ("TILA") and all applicable federal and state laws, and Broker shall ensure that compensation does not exceed the maximum fair value of goods provided and services performed.

8.2 **Compensation.** FCM agrees to compensate Broker for the services provided by Broker under this Agreement, as agreed upon by the Parties and outlined on a rate sheet provided by FCM to Broker from time to time. Broker agrees that any fees paid by FCM, consistent with the rate sheet, shall equate with the fair market value for Broker's activities and services on a particular Loan Package. FCM shall pay fees to Broker only in connection with Loan Packages submitted by Broker hereunder that result in loans that are closed and funded by FCM (or its investors). All compensation paid in conjunction with a Loan Package shall be in accordance with the loan originator compensation provisions of the Truth and Lending Act (15 USC § 1601 et. seq.) ("TILA"), and its implementing regulation, Regulation Z, the Real Estate Settlement Procedures Act (12 USC § 2601 et. seq.) ("RESPA"), and its implementing regulation, Regulation X, as well as any other federal or state statutes, regulations or rules which pertain to the compensation of mortgage brokers. The Parties reserve the right to amend the compensation payable to Broker under this Agreement on a periodic basis. Any such amendment will be incorporated by reference into this Agreement.

9. **Pricing Terms.** FCM will regularly notify Broker of FCM's pricing terms ("Pricing Terms") applicable to Loan Packages that Broker delivers to FCM hereunder. Broker acknowledges and agrees that such Pricing Terms are subject to change at any time without advance notice. Pricing Terms with FCM will be in accordance with the procedures specified in the Guidelines. Broker must correctly follow all FCM procedures as contained in the Guidelines in order for FCM to honor the Pricing Terms.

10. **Broker's Agreement with Applicants.** Broker shall enter into a written disclosure and agreement with each applicant for whom Broker submits a Loan Package to FCM. The disclosure and agreement shall disclose and include, but is not limited to, the loan terms requested in the

Loan Packet, any fees charged by Broker for its services, any other disclosures, terms or conditions required by law.

11. **Notice Requirements.** Broker agrees to immediately notify FCM if Broker knows or reasonably suspects that: (a) any information contained in a Loan Package previously delivered to FCM hereunder is false, fraudulent or incorrect for any reason; or (b) any governmental body that has granted Broker a license, or other approval necessary for Broker to act in the role of a mortgage broker, or otherwise fulfill its duties and obligations under this Agreement, has suspended, inactivated, withdrawn or otherwise impaired the any approval of Broker or any of its owners, directors, officers, partners or employees. Broker shall also immediately notify FCM of any change in its ownership, financial condition or senior management.

12. **FCM Due Diligence.** Upon request, Broker shall provide FCM with copies of the following:

- Broker's financial statements and those of its partners, managers, and/or members, as applicable.
- Copies of all mortgage banking and brokering related licenses, or other authorization to act in the role of mortgage banker or mortgage broker.
- A corporate resolution indicating that the individual(s) executing this Agreement are fully authorized by Broker's Board of Directors or other managing body to execute and deliver this Agreement on behalf of Broker.
- A Corporate resolution designating the individuals who are authorized to bind Broker for all Loan Packages submitted by Broker to FCM.

Additionally, Broker agrees to permit FCM and its authorized representatives to examine all books and records that pertain to Loan Packages delivered to FCM, including without limitation, the auditing and examination of files concerning Loan Packages delivered to FCM. Inspection or examination may occur at any time during business hours following the delivery to Broker of reasonable notice describing FCM intentions to conduct the same. Any obligation of Broker under this section may be required by FCM at any time, during the term of this Agreement,

13. **Non-Exclusivity.** The relationship between the parties to this Agreement, as outlined herein, is non-exclusive. Each party acknowledges that the other party has previously entered into, and/or may in the future enter into, similar agreements with other lenders or brokers, as applicable. Further, the Parties acknowledge that Broker is an independent contractor and neither party represent itself to be an agent, employee, representative, partner or joint venturer of the other.

14. **Non-solicitation.** With respect to any loan made by FCM or FCM's investors in connection with a Loan Package delivered by Broker to FCM hereunder, Broker shall not, within the first six (6) months following the funding date of the related loan, solicit the related borrower(s) for any purpose, including the refinancing of such loan. Advertising products does not constitute a solicitation.

15. **Confidential Information.** "Confidential Information" shall mean and refer to all written information provided by FCM to Broker in connection with FCM's Loan Programs, including without

limitation this Agreement, the Guidelines, the Pricing Terms, business practices, plans or proposals, policies, procedures and the trade and service marks of FCM. Broker acknowledges and agrees that all Confidential Information is owned and controlled by, and is otherwise proprietary to FCM. It further constitutes valuable assets and trade secrets of FCM. Confidential Information shall not include any information that: (i) enters the public domain other than as a result of disclosure by Broker; (ii) with the exception of Borrower's non-public personal information ("Borrower Information"), is known by Broker at the time it is disclosed by FCM, as shown by Broker's records; (iii) with the exception of Borrower Information, is independently developed by Broker at any time, as shown by Broker's records; or (iv) is rightfully obtained by Broker from an independent third party who does not have an obligation of confidentiality to FCM.

15.1 All Confidential Information shall be held in the strictest confidence and will not be disclosed by Broker or its directors, officers, employees, affiliates, agents, advisors, or representatives (collectively, "Representatives"), except as specifically permitted by the terms hereof. Broker and its Representatives will use Confidential Information solely for the purpose of this Agreement, will not use Confidential Information for any other purpose, and will not disclose or communicate Confidential Information in any manner whatsoever, directly or indirectly, to any third party without the prior written consent of FCM, unless disclosure is expressly permitted under this section 14. Broker further agrees that Confidential Information will be disclosed only to such of its Representatives who need to examine such Confidential Information for the purposes described in this section 14. Before being provided with any Confidential Information, each such Representative shall be informed by Broker of the confidential nature of the Confidential Information and the terms of this Agreement, shall be directed by the Broker to treat the Confidential Information confidentially, and shall agree to abide by each provision of this Agreement. Broker shall in any event be responsible for, and agrees to indemnify and hold FCM harmless from and against any and all liability arising out of any breach of this section 14 by Broker or any of Broker's Representatives.

15.2 Broker shall take all necessary precautions to keep confidential all Confidential Information and shall take all necessary precautions to ensure observation of this Agreement by its Representatives. All Confidential Information shall remain the exclusive property of FCM. Upon request by FCM, Broker shall promptly surrender to FCM any and all Confidential Information in Broker's possession or under Broker's control, and shall surrender all Confidential Information to FCM promptly and without request upon termination of the Agreement. Neither Broker nor its Representatives shall retain any copies of Confidential Information, subject, however, to any requirement under applicable law that Broker retain copies of Borrower Information, including copies of Confidential Documents completed with Borrower Information.

Broker may not refer to, use, display, nor permit the use or display of, the name of FCM, its DBAs, or any derivations thereof, or any signs, symbols, trademarks, service marks, slogans, or logos owned, licensed, or used by FCM or its affiliates or in any way associated with the name of FCM or its affiliates directly or indirectly, including without limitation in any advertising or promotional materials, print media, press release, electronic media, web page advertising, or internet advertising without the prior written consent of FCM, which consent may be withheld in FCM's sole and absolute discretion.

15.3 Broker will use any forms, agreements, or documents created or prepared by FCM

and provided to Broker (the "Proprietary Documents") solely for the purpose of this Agreement and will not use or permit the use of Proprietary Documents by any of its Representatives for any other purpose. Broker may not reproduce or enter any Proprietary Document into any computerized or electronic database or system without the prior written consent of FCM, which consent may be withheld in FCM's sole and absolute discretion. Broker will immediately return to FCM any and all unused Proprietary Documents, including all copies thereof, upon termination of this Agreement.

15.4 Broker shall not sell, lease, assign, license, utilize, distribute, publish, or duplicate all or any part of the Confidential Information, whether received in writing or orally, without obtaining FCM's prior written consent. Broker agrees not to disclose any part of the Confidential Information to any person or entity except to its Representatives who are required to have knowledge of such information in the course of Broker's exercise of its rights and obligations under this Agreement. Broker agrees to cooperate with FCM in enforcing the provisions of this section against any unauthorized use or disclosure of the Confidential Information by present or former directors, officers, or employees of Broker or by other Representatives. Upon termination of this Agreement for any reason, Broker agrees promptly to return to FCM all the Confidential Information provided to Broker, to refrain from disclosing any of the Confidential Information to any persons, and to take all necessary steps to discontinue immediately its use of the Confidential Information. The obligations of Broker under this section 14 shall survive the termination of this Agreement.

15.5 Broker acknowledges that the substance of Broker's and FCM's business model and operations result in the Broker coming into possession of the Non-Public Personal Information of both customers and consumers. During the performance of this Agreement, it is understood that the parties may exchange Non-Public Personal Information. Should Broker acquire possession or control of Non-Public Personal Information, directly through a consumer, customer, or through FCM, Broker agrees that it will not disclose, use or authorize the use of said information, except as necessary to complete consumer or customer authorized activity, or as directed by FCM, and that it shall at all times comply with federal and state regulatory restrictions pertaining to the disclosure and use of the Non-Public Personal Information, including but not limited to the Graham-Leach-Bliley Act, 15 USC §6801 et. seq. and §6821 et. seq., the California Consumer Privacy Act and other statutes of similar purpose and intent, as well as corresponding regulations.

16. **General Representations and Warranties of Broker.** Broker represents and warrants to FCM as follows, as of and from the related Effective Date, the date of submission of each Loan Package and continuing at all times during the term hereof:

- (a) If a corporation, partnership, limited liability company or other entity, Broker is duly organized, validly existing and in good standing under the laws of the state of Broker's organization and is duly qualified to do business, in good standing and licensed and/or endorsed as necessary to transact business under the laws of each state or other jurisdiction in which the nature of the activities conducted by Broker requires such qualification and licensure.
- (b) Broker has and will have the requisite power and authority to enter into and perform this Agreement.
- (c) This Agreement has been duly authorized, executed, and delivered to FCM and

constitutes a valid, legally binding and enforceable agreement, except as such enforcement may be limited by bankruptcy, insolvency, reorganization, receivership, moratorium or other laws relating to or affecting the rights of creditors generally, and by general principles of equity, and does not require the consent of any other person or governmental authority (unless such consent has been obtained).

The execution, delivery and performance of this Agreement by Broker, its compliance with the terms and conditions hereof, and consummation of the transactions contemplated hereby shall not violate, conflict with, or result in a breach of any provisions of its charter documents, any instrument relating to the conduct of its business, or any other agreement to which it may be a party. There is no action, proceeding, or investigation pending or, to Broker's knowledge, threatened, that has or would have an adverse effect on Broker's performance of its obligations under this Agreement or which questions the validity of this Agreement or of any action taken or to be taken pursuant thereto.

- (d) No statement, report, document or other information provided by Broker to FCM, or to be provided by Broker to FCM pursuant to this Agreement contains, or will contain, any misrepresentation or untrue statement of fact or omits, or will omit, to state a fact necessary to make the information contained therein not misleading.
- (e) Broker has established and implemented a procedure for the checking of prospective employees against GSA (General Service Administration) and LDP (Limited Denial of Participation) lists, and if a prospective employee is found to be on a GSA or LDP list, that the employee, if hired by Broker, will not have any involvement in any respect with any aspect of mortgage loan origination in connection with loans submitted to FCM.

17. Representations and Warranties with Respect to All Loans. Broker represents and warrants to FCM as to each loan that, as of the related Effective Date of this Agreement and as of the funding date for each loan:

- (a) To the best of Broker's knowledge, with said knowledge being obtained via the execution of due care and diligence, all information contained in the submitted Loan Package is accurate and complete, and such Loan Package was originated by Broker in compliance with, and the documents contained in the Loan Package comply with, (i) all applicable federal, state and local laws, (ii) the Guidelines, and (iii) this Agreement.
- (b) There are no agreements with the borrower other than those set forth in the loan documents.
- (c) To the best of Broker's knowledge, with said knowledge being obtained via the execution of due care and diligence, all information contained in the loan documents submitted to FCM is true and correct and has not been altered or modified by Broker.
- (d) All signatures on documents or disclosures contained in such Loan Package are genuine, and each person represented thereby has the legal capacity to enter into the transaction which is the subject of such Loan Package and to execute all other documents bearing his or her signature;
- (e) At the time of each delivery and assignment contemplated by this Agreement, the Broker has good and marketable title to the Loan Package, free and clear of all liens,

encumbrances, charges and/or rights of others, and the Broker will warrant and defend title thereto

- (f) Broker has no knowledge of, and has not concealed any information which would adversely or materially affect FCM's decision to fund the loan submitted by Broker to FCM or which would otherwise cause the loan to be considered not of investment quality;
- (g) Broker is, and will remain, familiar and in compliance with the Guidelines and the federal, state and local laws, regulations and rules applicable to the activities to be conducted by Broker hereunder, and maintains proper procedures for implementing changes in or to Broker's obligations as necessary, including it and its loan originators' compliance with SAFE Act related laws and regulations.
- (h) All federal and state statutes, regulations, handbooks and bulletins applicable to the loan have been complied with, including, without limitation: the Truth-in-Lending Act, and Regulation Z; the Real Estate Settlement Procedures Act, and Regulation X; the Flood Disaster Protection Act; the SAFE Mortgage Licensing Act, and Regulation H; the Mortgage Acts and Practices Act, and Regulation N; the Gramm-Leach-Bliley Act, and Regulation P; the Fair Credit Reporting Act, and Regulation V; the Dodd-Frank Wall Street Reform and Consumer Protection Act including, without limitation, its prohibition on unfair, deceptive or abusive acts and practices ("UDAAP"); the Equal Credit Opportunity Act, and Regulation B; the Fair Housing Act; and, all applicable federal and state statutes, regulations and rules governing fraud, consumer protection, predatory lending, lack of consideration, unconscionability, consumer credit transactions, consumer protection, interest or other charges, licensing and mortgage insurance;
- (i) No loan is the subject of, and Broker is not aware of any facts which could give rise to litigation which could affect FCM's ability to enforce the terms of the obligation or its rights under the loan documents;
- (j) None of the representations, warranties or written statements made by Broker in this Agreement or in any document furnished or to be furnished by Broker to FCM pursuant to this Agreement or the Guidelines contains or will contain any untrue statement of a material fact or omit or will omit to state a material fact necessary to make the representation, warranty or written statement not misleading;
- (k) Broker is and will continue to be a duly licensed mortgage broker or banker, as applicable, in good standing under the laws of each applicable state and, with such license, is authorized to engage in the services it has agreed to provide in this Agreement. Each loan officer and other applicable employee of Broker that is required to be licensed or registered as a loan originator under applicable law is and will continue to be duly licensed or registered (as applicable) in good standing under the laws of each applicable state and, with such license or registration, is authorized to engage in loan origination services on behalf of Broker hereunder;
- (l) Broker has committed no act or omission that will in any way impair or invalidate FCM's interest in any loan resulting from a Loan Package delivered by Broker to FCM hereunder, or the enforceability of any terms of such a loan;
- (m) Broker shall maintain a net worth of not less than the then-current minimum net worth required by applicable law;

- (n) Broker shall not represent to any applicant or other person that any loan has been or will be approved or funded by FCM until such time as Broker is so informed by FCM;
- (o) To the best of Broker's knowledge, with said knowledge being obtained via the execution of due care and diligence, there are no circumstances or conditions with respect to any loan, real property securing the loan and/or the borrower's credit standing that reasonably could be expected to cause private institutional investors to regard any loan as an unacceptable investment, cause any loan to become delinquent or adversely affect the value or marketability of any loan;
- (p) To the best of Broker's knowledge, with said knowledge being obtained via the execution of due care and diligence, all statements made by the borrower in the applicable loan application are true, correct and complete. No statement, document, report or material furnished or to be furnished to FCM in connection with any loan or relating to any loan, including the applicable loan application, contains any untrue statement of fact or omits to state a fact necessary to make the statements contained therein not misleading;
- (q) All parties to the loan documents have the legal capacity to enter into such documents, and all loan documents have been properly signed, are valid and their terms may be enforced by FCM, its successors and assigns, subject only to applicable bankruptcy, reorganization, insolvency or other similar laws affecting creditors' rights generally;
- (r) Broker has no adverse information or documentation concerning any applicant or borrower which it has not communicated to FCM. If at any time during the period between the submission of a loan application and the closing and funding of a loan, Broker learns, or has reason to believe, that any of its representations and/or warranties may cease to be true, Broker shall immediately give written notice thereof to FCM. Broker acknowledges that this representation and warranty shall be deemed to have been relied upon by FCM regardless of whether FCM had the opportunity to or did independently verify or investigate any of the information submitted by Broker at any time, whether prior to loan funding or thereafter. The provisions of this section 16(r) may not be waived other than by a writing signed by FCM;
- (s) Broker has at all times through the processing of the loan maintained factually accurate and reasonably contemporaneous communication with the applicant(s). If requested by FCM, Broker will produce such written documentation as is necessary to confirm these communications. Failure to produce documentation regarding communication with the applicant shall constitute a material breach of this agreement.
- (t) Broker has no direct or indirect ownership interest in the property offered as security for the loan nor has any business or personal affiliation with, or interest in, any provider of settlement services used in the processing of the loan unless approved in writing by FCM.
- (u) For mortgage loans originated without appraisals: No improvement located on or being part of the real property securing the loan is in violation of any applicable zoning law or regulation.
- (v) All improvements included for the purpose of determining the appraised value of the real property securing the loan lie wholly within the boundaries and building

restriction lines of such real property, and no improvements or adjoining properties encroach upon the real property security.

- (w) There is no proceeding pending for total or partial condemnation of any real property security securing the loan and said real property is free of substantial damage (including, but not limited to, any damage by fire, earthquake, windstorm, flood, vandalism or other casualty) and in good repair.

18. **Additional Representations and Warranties Applicable to Government Loans.** As to each Loan Package delivered by Broker to FCM for a loan intended to be insured by the Federal Housing Administration (FHA) or guaranteed by the Department of Veteran Affairs (VA), in addition to the representations and warranties set out above, Broker also represents and warrants that:

- 18.1 Broker is authorized to originate FHA or VA loans, as applicable, under applicable FHA or VA regulations, requirements, standards, and guidelines as amended from time to time. The property shall be appraised pursuant to FHA or VA appraiser procedures and guidelines, as applicable.
- 18.2 Broker has fully complied with all requirements, standards and guidelines under applicable FHA and VA regulations, as applicable and as amended from time to time, pertaining to loan origination; and,
- 18.3 Broker has taken no action or failed to take any action, the effect of which would prevent FCM from obtaining FHA insurance or VA loan guaranty or which at any time would invalidate, in whole or part, the FHA insurance or VA loan guaranty, on any submitted FHA or VA loan application which is subsequently approved, closed and funded by FCM.

19. **Early Payoff.** In the event a Loan is paid in full within six (6) months of the closing of such loan, Broker shall promptly return to FCM, upon FCM's request, all compensation paid to Broker in connection with said Loan (LPC), in addition to the Borrower Paid Credit by FCM at closing. This Section shall survive the termination of the Agreement.

20. **Early Payment Default.** If any of the first six (6) monthly payments due FCM or a subsequent investor in connection with a Loan originated pursuant to this Agreement become sixty (60) days or more delinquent, it will be considered a breach of this Agreement and FCM, at its option, may cause Broker to promptly repurchase the Loan in accordance with Section 24 of this Agreement.

21. **Mortgage Fraud.** Broker acknowledges that it is FCM's policy and intent to support the elimination of mortgage loan fraud and misrepresentation within the residential lending industry. Broker is hereby advised that it bears responsibility for all actions performed during its business by its employees and representatives. The submission of a Loan Package containing false or misrepresented information is a crime. The consequences of mortgage loan fraud and/or misrepresentation are extensive and costly. Broker acknowledges and agrees that FCM may vigorously pursue any and all remedies available to it in the event of any such fraud or misrepresentation or alleged fraud or misrepresentation including, without limitation, the remedies set forth in this Agreement, and reporting any instances of fraud or misrepresentation or alleged

fraud or misrepresentation in connection with a Loan submitted by Broker to FCM for funding to appropriate federal, state and local regulatory authorities or law enforcement agencies, including such authorities or agencies responsible for criminal or civil prosecution and/or revocation of licenses.

22. **Fair Lending.** Broker further acknowledges that it is FCM's policy and intent to support the promotion of fair lending compliance in accordance with the Fair Housing Act ("FHA"), 42 U.S.C. Sections 3601-3619, and the Equal Credit Opportunity Act ("ECOA"), 15 U.S.C. Sections 1691-1691(f) throughout the residential lending industry. In furtherance of this commitment, Broker hereby agrees to the following:

To be subject to fair lending monitoring by FCM in order to detect statistically significant Broker fee disparities based on race, color, creed, religion, national origin, marital status, age (providing the applicant is of legal age and has the capacity to enter into a binding legal contract), sex, sexual orientation, handicap (physical or mental disability), military status, familial status, receipt of public assistance, or if the individual has exercised in good faith any right under the Consumer Credit Protection Act, or on any other prohibited basis. Further, should FCM's review disclose statistically significant Broker fee disparities, Broker agrees, immediately upon receipt of written notice from FCM to provide FCM with an explanation for said disparities. Should no explanation exist for the noted disparities, Broker agrees to immediately take corrective action as directed by FCM. Corrective action may include but is not limited to financial remediation for borrowers if warranted, and/or additional Broker education regarding fair lending, and/or discipline for the Broker up to and including termination of Broker's business relationship with FCM.

23. **Indemnification and Release.**

23.1 Broker shall indemnify and hold FCM, its past, present, and future officers, directors, shareholders, employees, parent and affiliates, and their respective successors and assigns harmless against and in respect of, and shall reimburse FCM for, any and all claims, damages, liabilities, expenses, carrying costs, penalties, fines, forfeitures, actions, causes of action and judgments (including without limitation attorney fees, court costs, accounting fees and other related costs), arising out of, resulting from or relating to (a) any misrepresentation or fraud by Broker, the applicant or third party (other than FCM) in connection with any Loan Package, (b) any breach of a representation or warranty of Broker, or the non- fulfillment of any covenant, agreement or condition of Broker, contained in this Agreement, including without limitation the failure of Broker to comply with the requirements of the Guidelines and applicable federal, state and local laws, ordinances, regulations and rules, (c) the failure of Broker to follow FCM's lock-in procedures, (d) any claim of an applicant or borrower or class of applicants or borrowers related directly or indirectly to any loan or class of loans; (e) any claims of governmental or administrative instrumentality, body, agency, department or commission, having jurisdiction pursuant to any applicable statute, rule, regulation, order, or decree, in connection with any loan; or (f) any dispute by an applicant or borrower regarding the fees charged or documents or disclosures provided by the Broker.

23.2 Broker understands and agrees that FCM may report information about any application for a loan that FCM believes to contain misrepresentations and/or irregularities

to the applicable regulatory agency and/or to any mortgage industry background database, including, but not limited to, databases operated by Mortgage Asset Research Institute, Inc., such as the Mortgage Industry Data Exchange ("MIDEX"). Broker agrees that it and/or its Representatives may be named as the originating entity or loan officer(s) on any such loan. Broker acknowledges the importance of FCM's right and necessity to disclose such information. Without limiting the generality of section 22.1, Broker, for itself and its Representatives hereby releases FCM, its past, present, and future officers, directors, shareholders, employees, and affiliates, and their respective successors and/or assigns from any and all liability, claims, losses, costs, expenses, penalties, fines, forfeitures, judgments and damages, including reasonable attorneys' fees and court costs, both direct and indirect, that may arise from the reporting or use by any database subscriber of any information submitted by FCM, with respect to Broker and/or its Representatives, to any mortgage industry background database, including MIDEX.

24. **Repurchase.**

24.1 **Event of Repurchase.** Broker acknowledges and understands that FCM reserves to itself the right and option to sell the Loans it funds based upon Broker's representations to FCM. As a result, in addition to any other remedies set forth herein and losses payable by Broker to FCM hereunder, in the event FCM is unable to sell a Loan into the secondary mortgage market or FCM is required by or deems it advisable to repurchase a Loan from any party to whom a Loan has been sold because of any breach of this Agreement by Broker or fraud or misrepresentation in connection with a Loan Package, or any misleading, false or erroneous statements or information that is contained in any document submitted with or included as part of the Loan Package, Broker agrees, within twenty (20) days of receipt of written notice from FCM, to repurchase from FCM (or FCM's assignee), at a price calculated pursuant to section 24.4 below.

24.2 **Foreclosure of Real Property Security.** It is agreed by the Parties that Broker's repurchase obligation with respect to a loan shall not be eliminated or discharged due to foreclosure of the real property securing the loan or other acquisition of said real property by FCM or a third party.

24.3 **Borrower Rescission.** With respect to each loan application submitted to FCM under this Agreement, Broker agrees that if the loan is rescinded pursuant to the Truth in Lending Act and/or any other law, Broker will immediately pay to FCM, on demand, all monies collected from the borrower prior to closing, so that FCM may return said monies to the borrower.

24.4 **Repurchase Price.** The repurchase price shall be equal to the sum of: (i) the unpaid principal balance of such loan if it has been pooled or sold. If such Loan has not been pooled or sold by FCM, the Repurchase Price shall be at the original face amount of the loan, less principal reduction since the original funding of the loan by FCM; plus, (ii) all interest accrued but unpaid on the principal balance of the Loan from the paid-to-date of the Loan through and including the last day of the month in which the purchase is made; plus, (iii) all expenses, including but not limited to reasonable fees and expenses of counsel if incurred by FCM in enforcing Broker's obligation to purchase such Loan; plus, (iv) all compensation received from FCM with respect to such Loan; plus, (v) all fees, interest, charges and expenses incurred by FCM in connection with the warehousing of the Loan, plus, (vi) any un-

reimbursed advances made by FCM with respect to such Loan, including but not limited to payments authorized by the Loan documents or law to protect the security interest; plus, (vii) any un-reimbursed advances of taxes or insurance made by FCM with regard to such Loan as of the date of purchase; plus (viii) any lender credit issued by FCM to the borrower in connection with the Loan; less (ix) any proceeds of mortgage insurance with respect to the Loan collected by FCM.

24.5 Repurchase Procedure. Within twenty (20) days after receipt of written demand for repurchase from FCM, Broker shall remit the repurchase price, as determined in section 24.4, to the bank account designated by FCM by wire transfer of immediately available funds. Promptly following receipt by FCM of such funds, FCM shall release to Broker all loan documents in FCM's possession and shall execute and deliver such instruments of transfer or assignment, in each case without recourse, as shall be necessary to vest Broker, or its designee, with title to such repurchased loan.

25. Right of Offset. If Broker owes any amount to FCM hereunder or under any other agreement between Broker and FCM, then FCM, at its option and sole discretion, shall have the right, without notice, to deduct any and all of such amounts from amounts that otherwise would be payable hereunder by FCM to Broker. Any such offset shall not constitute an accord and satisfaction unless agreed to by the parties in writing.

26. Term; Termination and Suspension.

26.1 Term. The term of this Agreement shall commence on the related Effective Date and shall continue until terminated or suspended as provided in this section 26.

26.2 Termination Without Cause. FCM or Broker may terminate this Agreement without cause by providing ten (10) days written notice of termination to the other party.

26.3 Termination by FCM With Cause. FCM may terminate this Agreement immediately upon delivery to Broker of notice of termination in the event that:

- (a) There is a breach of a representation or warranty by Broker, or the non-fulfillment of any covenant, agreement or condition of Broker, contained in this Agreement or in any document furnished or to be furnished by Broker pursuant to this Agreement or the Guidelines.
- (b) Broker makes a misrepresentation in this Agreement, or in connection with any document furnished or to be furnished by Broker pursuant to this Agreement or the Guidelines.
- (c) FCM determines, in its sole discretion, that there was fraud committed in connection with a Loan Package delivered to FCM hereunder.
- (d) Broker, without the prior written consent of FCM, reorganizes its structure, sells or otherwise disposes all or substantially all of its assets, permits a change in ownership, or changes its senior management.
- (e) Any governmental agency that has granted Broker a license, registration, exemption or other approval necessary for Broker to perform under this Agreement terminates, suspends or restricts Broker's approved status or

restricts the activities of Broker that are subject to the regulation of such agency.

- (f) If any law, ordinance, regulation, rule, court decision, administrative ruling, or other act of a governmental body shall, in the sole judgment of FCM, render this Agreement (or any parts thereof) illegal or materially change the rights or obligations of FCM hereunder.

26.4 Effect of Termination. If either FCM or Broker terminate this Agreement without cause pursuant to section 26.2, FCM shall accept no further Loan Packages from Broker upon receipt of notice, but shall continue to work Loan Packages accepted prior to date of termination. If FCM terminates this Agreement with cause pursuant to section 26.3, then (a) FCM, in its sole discretion, may (i) accept the Loan Packages that at the time of termination have been delivered by Broker to FCM pursuant hereto, but have not been accepted yet by FCM, or (ii) reject any or all Loan Packages that at the time of termination have been delivered by Broker to FCM pursuant hereto, but not accepted yet by FCM, and return any or all such Loan Packages to Broker without further obligation, and (b) except as otherwise provided in this Agreement, the respective obligations of Broker and FCM under this Agreement shall cease on the date of termination. Notwithstanding the termination of this Agreement pursuant to section 26.2 or 26.3, the warranties and representations of the parties contained in this Agreement, the Broker's obligations under section 23 to indemnify and hold harmless FCM, Broker's obligations under section 14 with regard to non-solicitation, section 15 with regard to Confidential Information and section 24 with regard to repurchases, shall survive the termination of the Agreement and shall remain in full force and effect until such time as all of the mortgage loans originated by FCM in connection with Loan Packages delivered to FCM hereunder have been paid in full, foreclosed or otherwise retired.

26.5 Except as expressly otherwise provided herein, FCM shall have no liability to Broker, and in no event shall FCM have any liability to any other party, in connection with the suspension or termination of this Agreement.

27. No Third Party Originations. Any Loan Package submitted to FCM by Broker shall be taken by an employee of Broker and not by any independent third party.

28. Attorney's Fees and Expenses. In the event either party initiates a proceeding to enforce the terms of this Agreement, the non-prevailing Party shall be responsible for all attorneys' fees and expenses incurred by the prevailing party in connection with such proceeding.

29. Notices. All notices and statements to be given under this Agreement are to be in writing, delivered by hand, facsimile, email, telegram, overnight express or similar service, or first class United States mail, postage prepaid and registered or certified with return receipt requested, to the following addresses or facsimile numbers, as applicable (which addresses, emails, and facsimile numbers may be revised by notice):

FCM:

First Colony Mortgage Corporation

508 W 800 N

Orem, UT 84057

Attn: General Counsel's Office

Broker:

Attn: _____

With the exception of items posted on FCM's Website, notices shall be deemed to have been given (i) 72 hours after sent via certified mail, return receipt requested; (b) 48 hours after sent by national overnight courier; (c) on delivery if personally delivered, or (d) if sent by email, on receipt as confirmed by a read receipt.

30. **Entire Agreement; Amendment.** This Agreement, and the documents, instruments and agreements to be executed and delivered pursuant to this Agreement, constitute the entire agreement between the parties with respect to the subject of the transactions contemplated hereby and supersede all prior letters or agreements with respect thereto. FCM may amend this Agreement by addendum. Any such amendment shall become a part of this Agreement ten (10) days after notice thereof is given.

31. **Counterparts.** This Agreement may be executed in any number of counterparts. Each counterpart so executed shall be deemed an original, but all such counterparts shall together constitute one and the same instrument.

32. **No Waivers; Remedies Cumulative.** The waiver of any breach of this Agreement shall not be construed to be a waiver of any other or subsequent breach. All remedies afforded by this Agreement for a breach hereof shall be cumulative; that is, in addition to all other remedies provided for herein or by law or in equity.

33. **Binding Effect.** This Agreement shall inure to the benefit of and be binding upon the parties hereto and, except as otherwise limited herein, their respective successors and permitted assigns.

34. **Assignment.** FCM has entered into this Agreement with Broker in reliance on the specific qualifications of Broker to provide the services contemplated hereunder; therefore, Broker may not assign or delegate this Agreement or any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of FCM, which consent may be withheld in FCM's sole and absolute discretion, and subject to the requirement that Broker enter into a written contract that limits any such person's use and disclosure of FCM's Confidential Information, including any Borrower Information, as defined in section 15 of this Agreement. FCM, in its sole and absolute discretion, may assign its rights and benefits hereunder, and delegate its duties and obligations hereunder.

35. **Governing Law.** Both FCM and Broker agree that this Agreement shall be governed by, as

applicable, federal law and the law of the State of Utah, without giving effect to the choice of law principles of the State of Utah. The parties agree to submit themselves to the jurisdiction of the courts of the State of Utah.

36. **Release.** Except as otherwise specifically provided herein, each Party expressly releases the other from any liability in the event either of said Parties cannot fulfill any obligation hereunder if such obligation is or becomes illegal under any provisions of local, state or federal laws governing same.

37. **Benefit of Parties Only.** This Agreement is made for the sole benefit of the Parties hereto and of their respective successors and permitted assigns. Except as otherwise expressly provided in this Agreement, nothing herein shall create, or be deemed to create, a relationship between the Parties hereto, or either or them, and any third person in the nature of a third party beneficiary, equitable lien or fiduciary relationship.

38. **Enforceability.** It is the desire and intent of Broker and FCM that the provisions of this Agreement be enforced to the fullest extent permissible under the law and public policy of each jurisdiction in which enforcement is sought. Accordingly, if any portion of this Agreement is adjudicated to be invalid or unenforceable, then this Agreement shall be deemed amended to delete only such portion of this Agreement in the particular jurisdiction in which such adjudication is made.

IN WITNESS WHEREOF, each of the undersigned parties has caused this Agreement to be duly executed and delivered by one of its duly authorized officers, all as of the related Effective Date.

First Colony Mortgage Corporation:	Broker:	_____
Signed: _____	Signed: _____	
Name: _____	Name: _____	
Title: _____	Title: _____	
Date: _____	Date: _____	



EXHIBIT A
Loan Package Contents

(Subject to updates made on FCM's Website)

1. The original preliminary and final uniform residential loan application signed by the applicant(s) (FNMA Form 1009),
2. A copy of the broker fee sheet to be used in drafting the loan estimate of settlement service charges required to be provided to the applicant in accordance with the TILA- RESPA Integrated Disclosure Rule. All appropriate verifications (including, without limitation, verifications of mortgage or deposit),
3. A property appraisal, in appropriate form and completed by an appraiser acceptable to FCM,
4. When applicable, the initial disclosures required by Part 1026 of Regulation Z (12 C.F.R. Part 1026),
5. When applicable and as agreed by the parties, an ECOA notice disclosure, in a form acceptable to FCM,
6. When applicable, a lock-in agreement substantially in the form specified by FCM in the Guidelines,
7. A disclosure and fee agreement as described in section 9 hereof,
8. Any other disclosures required by applicable laws and regulations,
9. All other documentation collected or generated in connection with the services identified in Exhibit B or otherwise performed by Broker.



EXHIBIT B
Broker Services

1. Soliciting potential applicants for residential mortgage loans;
2. Taking information from each applicant and filling out the application;
3. Analyzing the applicant's debt and pre-qualifying the applicant to determine the mortgage that meets the applicant's desires;
4. Educating the applicant in the home buying and financing process, advising the applicant about different types of loan products available, and demonstrating how closing costs and payments would vary under each product;
5. Collecting financial information and other related documents that are part of the application process;
6. Assisting the applicant in understanding and addressing credit problems;
7. Maintaining regular contact with the applicant, real estate broker/agent (if applicable) and FCM between application and closing to apprise the applicant of the status of the application and to gather any additional information as needed;
8. Initiating/ordering verifications of employment and verifications of deposits (for purchase money loans);
9. Initiating/ordering requests for mortgage and other loan verifications;
10. Initiating/ordering appraisals through FCM approved AMCs for FCM's direct receipt;
11. Initiating/ordering inspections or engineering or inspection reports;
12. Providing disclosures (such as the Loan Estimate) to the applicant as required by applicable laws and the Guidelines;
13. Ordering legal documents;
14. Initiating/ordering a determination as to whether the property is located in a special flood hazard area;
15. Participating in the loan closing, if requested;
16. Delivering completed Loan Packages to FCM in accordance with the time frames established in the Guidelines.
17. Submitting a complete file to FCM per published submission forms.



AUTHORIZATION / RELEASE FOR BUSINESSES AND PROFESSIONALS

_____ (Third Party Originator Name; hereinafter referred to as the “Applicant”) acknowledges that it is in the best interest of both Applicant and **First Colony Mortgage Corporation** (“Mortgage Lender”) for Mortgage Lender to perform due diligence concerning Applicant’s background and experience. Applicant further acknowledges that Applicant benefits from the efficiencies in the due diligence process that are possible when Mortgage Lender and other similarly-situated entities in the mortgage industry exchange information about their experiences in doing business with professionals/entities such as Applicant. Therefore, Applicant hereby consents and gives Mortgage Lender permission to obtain information about Applicant’s company and any and all employees/contractors of that company including, but not limited to, professional history information, criminal record information, credit information and other public record information. Applicant understands that Mortgage Lender performs quality control reviews of the loans that Applicant submits to Mortgage Lender for registration, review, underwriting, and/or purchase. Applicant understands and hereby consents to the release of information about any loan application that is believed to contain misrepresentations and/or irregularities. Applicant agrees and gives its consent that it and its employees may be named as the originating entity or loan officers on such loans, whether or not Applicant or its employees is implicated in the alleged misrepresentations and/or irregularities. Applicant hereby releases and agrees to hold harmless Mortgage Lender, LexisNexis Risk Solutions FL Inc., d/b/a Mortgage Asset Research Institute, and LexisNexis Risk Solutions Bureau LLC (collectively, “MARI”), all MARI subscribers, and any trade associations that endorse MARI’s mortgage fraud alert products from any and all liability for damages, losses, costs, and expenses that may arise from the reporting or use of any information submitted by Mortgage Lender or any other MARI subscriber to Mortgage Assets Research Institute, Inc., recorded in MARI’s MIDEX® database, and used in any way by Mortgage Lender or any other MARI subscriber.

Signed For Applicant:

By: _____
Signature

Name: _____
Print or Type Name of Authorized

Its: _____
Title

Dated: _____



FAIR LENDING POLICY

It is First Colony Mortgage Corporation (“FCM”) policy to provide all applicants with equal access to credit. In conducting its business, FCM takes applications, and reviews and processes loan applications in accordance with the Fair Housing Act, Equal Credit Opportunity Act, Home Mortgage Disclosure Act, and all other related consumer protection laws and regulations. FCM policy prohibits differential treatment of applicants on the basis of their race, color, national origin, religion, sex, marital status, familial status, handicap, disability, age (provided the applicant has the capacity to enter into contract), or the fact that all or part of the applicants income is derived from a public assistance program; or the applicant has in good faith exercised any right under the Federal Consumer Credit Protection Act.

Similarly, FCM requires its approved Third Party Originators to conform to all applicable federal, state, and/or Agency fair and responsible lending policies and regulations.

Acknowledged by Third Party Originator:

By: _____
Signature

Name: _____
Print or Type Name of Authorized

Its: _____
Title

Dated: _____



Loan Originator Compensation Agreement

Broker acknowledges it has developed and implemented compensation plans for its Loan Originators which (1) prohibit payments to its Loan Originators that are based on the loan’s interest rate or other loan terms or conditions, (2) prohibit Broker or its Loan Originators from receiving payments directly from a consumer while also receiving compensation from the creditor or another person, and, (3) prohibit Broker or its Loan Originators from “steering” a consumer to a creditor or loan program in order to increase the Broker’s or Loan Originator’s compensation. Broker shall ensure that its policies and procedures regarding Loan Originator Compensation comply with the rule set forth in the TILA, Regulation Z (12 CFR §1026.36(d)-(e)).

I. Prohibitions on Steering

Loan Originators must provide the consumer with loan options from a significant number of the creditors with which the Loan Originator regularly does business. For each type of transaction (i.e. fixed rate or ARM), in which the consumer expressed an interest, the loan options presented must include:

- The loan with the lowest interest rate
- The loan with lowest origination points, origination fees, or discount points
- The loan with the lowest interest rate without certain features, including:
 - o A prepayment penalty
 - o Interest-only payments
 - o Negative amortization
 - o A balloon payment in first seven years

Loan originators must have a good faith belief that the options presented are loans for which the consumer likely qualifies. Loan Originators must obtain options from at least three creditors, unless the Loan Originator regularly does business with fewer than three creditors, or Loan Originator is unable to identify three creditors that provide programs necessary to meet the criteria set forth in the Final Rule (the Loan options bulleted above). If more than three loan options are presented, the Loan Originator must highlight the loan options that satisfy the required criteria noted in the Final Rule.

Loan originators will be required to provide an anti-steering certification with each loan package submitted to First Colony Mortgage Corporation, for all loans that have Lender Paid Compensation.

II. Lender Paid Compensation Selection

Lender Paid Compensation Selection Range			Max Compensation (optional)		Flat Fee (optional)
0.750	1.500	2.250	\$6,000	\$18,000	\$500
0.875	1.625	2.375	\$8,000	\$20,000	\$750
1.000	1.750	2.500	\$10,000	\$25,000	
1.125	1.875	2.625	\$12,000	\$30,000	
1.250	2.000	2.750	\$14,000	\$40,000	
1.375	2.125		\$16,000	\$50,000	

Broker elects Lender Paid Compensation to be _____% * of the principal amount of such mortgage loan as its sole and complete compensation. Compensation may not be updated more frequently than in three-month increments. All State Housing Finance Agency programs will be on a strictly borrower paid basis with the exception of MCC programs.

OPTIONAL: Broker elects maximum Lender Paid Compensation of \$ _____

OPTIONAL: Broker elects Flat Fee of \$ _____

**Please select a compensation amount that best fits your company’s business model but also ensures compliance with the points and fees thresholds set forth in TILA QM Rule (§1026.43(e)). We recommend that you closely review all normal and customary fees being charged to the consumer in your market before making your final determination.*

By signing below, I certify that I have read and will be in compliance with all rules as set forth above. This addendum will be incorporated into your current Broker Agreement with First Colony Mortgage Corporation.

Signed for _____

Signed for First Colony Mortgage Corporation

By: _____
Signature

By: _____
Signature

Name: _____

Name: _____

Its: _____

Its: _____

Dated: _____

Dated: _____



REQUEST FOR AGENT RECOGNITION

IMPORTANT - READ THE INFORMATION AND INSTRUCTIONS CAREFULLY BEFORE COMPLETING THIS FORM.

PRIVACY ACT INFORMATION: Agents cannot be approved to process loans for a sponsoring lender unless a completed application form has been received (38 U.S.C. 3702 and 3710). We need this information to establish sponsor-agent relationships. VA will not disclose information collected on this form to any source other than what has been authorized under the Privacy Act of 1974 or Title 38, Code of Federal Regulations 1.576 for routine uses (for example: authorize release of information to Congress when requested on behalf of a lender) as identified in the VA system of records, 55VA26, Loan Guaranty Home, Condominium and Manufactured Home Loan Applicant Records, Specially Adapted Housing Applicant Records, and Vendee Loan Applicant Records - VA, published in the Federal Register.

RESPONDENT BURDEN: Agent recognition must be obtained prior to closing any loans using the sponsor-agent relationship. Title 38, U.S.C., section 3702 and 3710 authorizes collection of this information. We estimate that you will need an average of 5 minutes to review the instructions, find the information, and complete this form. VA cannot conduct or sponsor a collection of information unless a valid OMB control number is displayed. You are not required to respond to a collection of information if this number is not displayed. Valid OMB control numbers can be located on the OMB Internet Page at <http://www.reginfo.gov/public/do/PRAMain>. If desired, you can call 1-800-827-1000 to obtain information on where to send comments or suggestions about this form.

PART I: SPONSORING LENDER INFORMATION

1A. NAME OF SPONSORING LENDER First Colony Mortgage Corporation		1B. SPONSOR VA-LENDER ID 9750740000
2A. SPONSOR POINT OF CONTACT (POC) Yvette Haley	2B. POC E-MAIL yvetteh@firstcolonymortgage.com	2C. POC TELEPHONE NUMBER 801-226-7456

PART II: AGENT INFORMATION

3. NAME OF AGENT <i>(Include DBA, if applicable)</i>		
4. AGENT VA ID NUMBER <i>(If previously issued)</i>	5. AGENT FEDERAL TAX ID	
6. AGENT HOME OFFICE ADDRESS		
7. AGENT WEBSITE <i>(If applicable)</i>		
8A. AGENT POINT OF CONTACT (POC)	8B. POC E-MAIL	8C. POC TELEPHONE NUMBER

PART III: REQUIRED DOCUMENTATION

<input checked="" type="checkbox"/> A. APPLICATION FEE: \$100 MADE PAYABLE TO THE DEPARTMENT OF VETERANS AFFAIRS
<input checked="" type="checkbox"/> B. SIGNED CORPORATE RESOLUTION OR BLANKET CORPORATE RESOLUTION

VA FORM
JUN 2023 **26-8736c**

If sending VA loans, please complete the above, and send a \$100 check made payable to the Department of Veterans Affairs to:

**First Colony Mortgage Corp
Attn: VA Sponsorship
508 W 800 N
Orem, UT 84057**

Request for Taxpayer Identification Number and Certification

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

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate		Exempt payee code (if any) _____
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.		Exemption from FATCA reporting code (if any) _____
	<input type="checkbox"/> Other (see instructions) ▶ _____		<i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.		Requester's name and address (optional)
6 City, state, and ZIP code			
7 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 generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* 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); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.