



Broker Checklist

Company Name: _____

DBA: _____

Address: _____

Account Executive: _____

INITIAL APPLICATION DOCUMENT

- Signed and Completed Broker Application
- Signed and Broker Agreement
- List of all Branches and DBA's
- Audited Financial Statements for the last 2 years or Last 2 years Tax Returns if unavailable
- Entity resolution (Corp or Partnership, whichever is applicable) completed
- Articles of Incorporation / Organization for Corporate / LLC Entities
- Partnership Agreement / Organizational documents for partnership / LLC Entities
- Copy of Current Broker and Company License & Branch Licenses
- Resumes for all Key Officers
- Signed Authorization to run MARI and Credit Report
- Completed W-9
- Three Completed Lender References
- Your Fannie Mae and Credit Agency – LOGIN AND PASSWORD (if applicable)





BROKER APPLICATION

Company Name: _____

Company Address: _____

City: _____ State: _____ ZIP: _____

Primary Contact: _____

Phone: _____ Fax: _____

Corporation Sole Proprietorship Partnership LLP LLC

State of Corporation: _____ EIN#: _____

Email: _____

Brokers License #: _____ Exp Date: _____

How long has you company originated mortgages? _____

Last Year Production: \$ _____ % FHA/VA _____ % CONV

YTD Production \$ _____ % FHA/VA _____ % CONV

Brokers License #: _____ Exp Date: _____

Has your Company ever been terminated by an Investor? Yes No
(If yes, Please attach a letter of explanation)

Has your Company ever had a MARI placed against you? Yes No
(If yes, Please attach a letter of explanation)

Does your Company have any Affiliated Business Arrangements? Yes No





PRINCIPLES

Print Names:

Title:

REFERENCES

Company Name: _____

Contact/Title: _____

Phone: _____

Fax: _____

Company Name: _____

Contact/Title: _____

Phone: _____

Fax: _____

Company Name: _____

Contact/Title: _____

Phone: _____

Fax: _____





MARI & CREDIT AUTHORIZATION/RELEASE FOR BUSINESS AND INDIVIDUALS

_____ (name), _____ (city),
_____ (state) (the "Applicant") acknowledge that is in the best interest of both
Applicant and _____ (name), _____ (city),
_____ (state) ("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 individuals and companies such as Applicant. Therefore, Applicant hereby consents and gives
Mortgage Lender permission to submit the name of the Applicant's company and any and all employees of
that company for screening through any and all mortgage industry background databases, including, without
limitation, databases operated by Mortgage Asset Research Institute, Inc., such as Credco Credit, FHA
Department list, DISSCO lender department list, FNMA Department List, FHLMC Department List, Etc)

Signed For Applicant:

Signed for Mortgage Lender:

(Print or Type Name)

(Print or Type Name)

Its: _____

Its: _____

Company:

Company:
Home Loan Alliance

Address:

Address:
PO Box 172990, Tampa Florida 33672

Date: _____

Date: _____





BROKER AGREEMENT

THIS BROKER'S AGREEMENT dated as of this _____ day of _____, (this "Agreement") is entered into by and between Home Loan Alliance, LLC referred in this agreement as HLA and _____ ("Broker"), with reference to the following:

Recitals

- A. Broker and HLA desire to create a non-exclusive partnership, whereby Broker will be allowed to present loan files ("Loan Files") to HLA on behalf of the Broker's clients ("Borrowers") for probable funding of loans (the "Loans").
- B. HLA and Broker wish to enter into this Agreement in order to clarify the stipulations of their relationship and to set forth the terms and conditions.

NOW, in consideration of the foregoing, the parties hereto agree as follows:

AGREEMENT

1. General Broker Responsibilities: Broker will, at Broker's sole expense:
 - a) Present to HLA complete Loan Files for prospective Borrowers under such programs, procedures and fee schedules as HLA may periodically establish; and
 - b) Furnish HLA with all of the prospective Borrower's Credit, Financial and other information as HLA may require; and
 - c) Provide such information as HLA may reasonably request, in order to assist HLA in marketing the prospective Loans to secondary market investors; and
 - d) Perform such other services as HLA shall require, in order to close transactions pertaining to individual Loans; and
2. Loan Approval: approval of a Loan shall be at HLA's sole and absolute discretion. Broker agrees that it shall not represent to any prospective Borrower that HLA has approved or will approve any request for a Loan unless and until such time as HLA has given Broker written and or electronic notification that it may notify the subject Borrower(s) of approval of their Loan. All closings of Loans shall be in the name of HLA, or its designee.
3. Fees: Any fee, commission, or other consideration payable to Broker with respect to any Loan shall be paid only after HLA has deducted from the Loan proceeds, all of its own fees and charges. No fee shall be owed to Broker on any proposed Loan that is NOT funded and the transaction closed.





4. Broker's Representations and Warranties: Broker represents and warrants to HLA that as of (I) the time any Loan package is submitted to HLA, and (II) as of the time any Loan is funded and the transaction closed, the following:

a) No Untrue Statements: To the best of Broker's knowledge and belief, none of the statements or information contained in any Loan Package submitted by Broker will contain any false or erroneous statements (or omit material facts which may be necessary to make such statements or information accurate and understandable).

BROKER UNDERSTANDS THAT BY MAKING THE WARRANTY CONTAINED IN SUBPARAGRAPH 4-(a) THAT BROKER IS WARRANTING THE ACCURACY OF ALL INFORMATION CONTAINED

IN ANY LOAN PACKAGE SUBMITTED TO LF, TO THE EXTENT THAT BROKER HAS KNOWLEDGE OF, OR REASON TO SUSPECT, ANY INACCURACY.

b) Absence of Claims: Except as disclosed in writing by Broker to HLA prior to the closing of any Loan, there is not pending or, to the best of Broker's knowledge, threatened any suit, action, arbitration, or legal, administrative, or other proceeding or governmental investigation (including an allegation of fraud by another lender) against Broker or its current or former owners, agents, or employees, which could have a materially adverse effect on the Broker's business, assets, financial condition, or reputation.

c) Control of Documents: With respect to any Loan Package of Loan, no Borrower shall have had in its direct or indirect possession or control any credit, income, or deposit verification documentation submitted to HLA.

d) Duly Licensed: Broker possesses all necessary licenses, permits and authority to engage in the activities contemplated by this Agreement. Broker's applicable license number and its expiration date appear in the attached "Acknowledgment of Broker" (attached hereto as Exhibit "A", and incorporated by this reference herein).

e) Ownership: Except as otherwise disclosed in writing to HLA prior to the funding of any Loan, Broker shall have no direct or indirect ownership interest in any property acting as security for any Loan.

f) Compliance with Applicable Law: Broker will comply with all applicable state and federal laws with respect to the Loans.

g) No Joint-Venture or Partnership / Status of Broker: Nothing contained in this Agreement shall be construed as making the Broker a joint venture, partner, representative, employee or agent HLA. Broker shall not hold itself out as such, nor shall it use HLA's name (nor the name of any entity related to HLA) in any of Broker's advertising. For purposes of this Agreement, Broker is an independent contractor and Broker shall determine the method, details and means of performing all services described herein.





5. Broker's Indemnification: Broker shall indemnify and hold HLA and any of its shareholders, directors, officers, agents, employees, successors, and assignees harmless from and against, and shall reimburse HLA within thirty days of receipt of the repurchase demand any and all loss, damage liability, costs and expenses, including but not limited to reasonable attorneys' fees, broker origination fees, from any cause whatsoever, incurred by reason of or arising out of or in connection with:

- a) Any breach of any representation or warranty contained in paragraph 4 of this Agreement; and
- b) Broker's failure to perform any obligation hereunder; and
- c) Any claim by Borrower resulting from HLA's failure or refusal to fund a Loan. All of the foregoing of this Paragraph 5, is hereinafter collectively referred to as the "Loss." Without limiting the generality of the foregoing, Broker's indemnity shall extend to all instances where demands to repurchase have been made against HLA by any third party to which HLA under this Agreement shall arise upon either of the following events:
 - a) HLA's incurring of a Loss; or
 - b) Automatically upon HLA's receipt of a demand from a secondary market investor to repurchase a Loan that HLA determines, in its sole and absolute discretion, to be enforceable, regardless of whether or not HLA has incurred any Loss with respect to such Loan.

6. HLA's Rights: Broker's obligation to fully indemnify HLA under this Agreement shall not be affected by HLA's taking of any of the following actions, which actions may be taken without regard as to whether or not notice of such actions have been given to Broker:

- a) Liquidation, repayment, retirement, or sale or resale of any Loan; or
- b) Sale or resale of the property securing any Loan.

7. Disclosure of Information: Broker acknowledges and agrees that HLA may report to Broker Agreement No Alterations Accepted the appropriate state, federal, regulatory authorities and/or law enforcement agencies:

- (I) any instance(s) of Broker making any material omission(s) of fact(s) and/or misstatement(s) in connection with a Loan; or (II) any instance of Broker's aiding a Borrower to do the same, even if only such assistance is by Broker's mere knowledge that the Borrower is making material omission(s) of fact(s) and/or misstatement(s).

8. Termination of this Agreement: Either party may terminate this Agreement, at any time, upon written notice to the other party; provided, however, that the obligations contained in Paragraphs 3 through 10, hereto, shall survive such termination.

9. Choice of Law: This Agreement shall be governed in accordance with laws of the State of Florida.

10. Miscellaneous Provisions:





a) Right of Offset: Amounts owed by Broker to HLA under this Agreement may, at HLA’s option and in its sole and absolute discretion, be offset by HLA against any payments then or thereafter owed by HLA to Broker.

b) Notices: All notices required hereunder shall be in writing and shall be deemed to have been given, made, and received only (I) upon delivery, if personally delivered to party; (II) one business day after the date of dispatch if by facsimile transmission; (III) one business day after deposit, if delivered by a nationally recognized courier service offering guaranteed overnight delivery; or (IV) three business days after deposit in the United States first class mail, certified mail, postage prepaid, return receipt requested, at the appropriate address appearing below:

If to HLA:
Home Loan Alliance
Attn.: Michael Johnson
PO Box 172990
Tampa FL 33672

If to Broker:

Attn: _____

c) Legal Fees: In the event that any legal action or other proceeding is brought forth for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party or parties shall be entitled to reasonable attorneys’ fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

d) Assignment / Successors and Assigns: Broker may not assign this Agreement.

e) Entire Agreement / Amendments: This Agreement constitutes the entire agreement and understanding between the parties and supersedes all prior and contemporaneous agreements, representations, writings and understandings. No supplement, modification or amendments shall be binding unless executed in writing by both parties.

f) Waivers, Remedies: Failure or delay to audit any Loan or to exercise any right shall not act as a waiver of any other right, 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 provision, 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 non-exclusive.

g) Partial Invalidity: If in the event that any provision of this Agreement is held to be invalid, void, or unenforceable, the remaining provisions shall nevertheless remain in full force and effect.

h) Further Assurances: Each party shall perform any further acts and execute and deliver such documents as may be reasonably necessary to carry out the provisions of this Agreement.

The parties hereto have agreed and entered into this Agreement on this _____ day of _____, 20__.

Home Loan Alliance
PO Box 172990
Tampa, FL 33672

By: _____
Home Loan Alliance Authorized Representative

Company: _____

Address: _____

City, ST, Zip: _____

By: _____ (Signature)

Name: _____ (Type or Print)

Its: _____

By: _____ (Signature)

Name: _____ (Type or Print)

Its: President / Owner / Partner (Circle One)

No alterations are acceptable to HLA.





CORPORATE RESOLUTION

We, the undersigned, do hereby certify that:

Corporation: The complete and correct name of the Corporation is:

a Corporation (“Corporation”). The Corporation is a corporation for profit which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the State of and at all times during its relationship with Home Loan Alliance, LLC and all successors and/or assigns (“Company”). The Corporation has the full power and authority to transact business in which it is presently engaged or presently proposes to engage. The Corporation maintains its primary office at the following location:

This location is the office at which the Corporation maintains its books and records. The Corporation will notify Company prior to any change in the location of the state of organization, changes in the Corporation’s name, changes in the Corporation’s officer and changes in the Corporation’s financial status that would have a significant impact on its operational structure. The Corporation will do all things necessary to preserve and to keep in full force and affect its existence, rights and privileges and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of any government or quasi-governmental authority or court application to the Corporation and the Corporation’s business activities.

Resolution: At a meeting of the Directors of the Corporation, or if the Corporation is a close corporation having no Board of Directors then at a meeting of the Corporation’s shareholders, owner, managing partner, CEO, or President, duly called and held on _____ at which a quorum was present and voting, or by other duly authorized action in lieu of a meeting, the resolutions set forth in this Resolution were adopted:

Officers: The following names individuals/persons are officers of the Corporation:

Printed Name: _____ Title: _____

Authorized Signature: _____





CORPORATE RESOLUTION (Cont.)

Action Authorized: Corporation acknowledges and agrees that any of the individuals under the employ of the Corporation has the authority to transact business with the offices of the Company inclusive but not limited to the brokering of residential real estate transactions, conduct negotiations related to a transaction inclusive of rate and fee negotiations, collateral issues, discussions related to credit, employment, asset verifications, tax information, title information and any discussion necessary to conduct business relative to all transactions. Please refer to the additional covenants, restrictions, guidelines, resolutions, guarantee, representations and warranties in the brokerage agreement which are incorporated herein and made a part hereof. Any conflict of verbiage will not invalidate that clause in neither the Corporate Resolution nor the broker agreement.

Corporate Responsibilities: The Corporation has filed or recorded all documents or filings required by law relating to all assumed business names used by the Corporation. The Corporation will promptly notify Company in writing or through the Account Executive of any address changes, change in the Corporation’s name, change in the Corporation’s assumed business name(s), changes in the management of the Corporation, changes in principal office address, changes in the state of organization, conversion of the Corporation to a new or different type of entity, or changes in any other aspect of the Corporation that directly or indirectly relates to any agreements between the Corporation and the Company. No change in any of the above will take effect until Company has received proper notice and approved said changes.

Certification: The individuals named are duly elected, appointed or employed by or for the Corporation, as the case may be, and occupy the positions set opposite their respective names. This Resolution now stands of record on the books of the Corporation, is in full force and effect, and has not been modified or revoked in any manner whatsoever.

Continuing Validity: Any and all acts authorized pursuant to this Resolution and performed prior to the passage of this Resolution are hereby ratified and approved. This Resolution shall be continuing, shall remain in full force and effect and Company may rely on it until written notice of its revocation shall have been delivered to and received by Company at Company’s corporate headquarters or the office Corporation primarily conducts business with. Any such notice shall not affect any of the Corporation’s agreements or commitments in effect at the time notice is given.

Certified and Attested by:

Authorized Signature: _____ Date: _____

Signature/Title: _____

Signature/Title: _____

Signature/Title: _____

A COPY OF THE ARTICLES OF INCORPORATION AND BYLAWS MUST BE ATTACHED





PARTNERSHIP RESOLUTION

We, the undersigned, do hereby certify that:

Partnership: The complete and correct name of the Partnership is:

A _____ Partnership
("Partnership").

The Partnership is a Partnership for profit which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the State of _____ and at all times during its relationship with Home Loan Alliance and all successors and/or assigns ("Company"). The Partnership has the full power and authority to transact business in which it is presently engaged or presently proposes to engage. The Partnership maintains its primary office at the following location:

This location is the office at which the Partnership maintains its books and records. The Partnership will notify Company prior to any change in the location of the state of organization, changes in the partnership's name, changes in the Partnership's officer and changes in the Partnership's financial status that would have a significant impact on its operational structure. The Partnership will do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of any government or quasi-governmental authority or court application to the Partnership and the Partnership's business activities.

Resolution: At a meeting of the Partners of the Partnership, or if the Partnership is a close Partnership having no partners then at a meeting of the Partnership's shareholders, owners, managing partner, members, CEO, or President, duly called and held on at which a quorum was present and voting, or by other duly authorized action in lieu of a meeting, the resolutions set forth in this Resolution were adopted.

Partners/Members: The following names Individuals/persons are partners/members of the Partnership:

Printed Name: _____ Title: _____

Authorized Signature: _____





PARTNERSHIP RESOLUTION (Cont.)

Action Authorized: Partnership acknowledges and agrees that any of the individuals under the employ of the Partnership has the authority to transact business with the offices of the Company inclusive but not limited to the brokering of residential real estate transactions, conduct negotiations related to a transaction inclusive of rate and fee negotiations, collateral issues, discussions related to credit, employment, asset verifications, tax information, title information and any discussion necessary to conduct business relative to all transactions.

Please refer to the additional covenants, restrictions, guidelines, resolutions, guarantee, representations and warranties in the brokerage agreement which are incorporated herein and made a part hereof. Any conflict of verbiage will not invalidate that clause in neither the Partnership Resolution nor the broker agreement. Each partner/member agrees to be jointly and severally liable for all of the partnership's present and future transactions with Company.

Partnership Responsibilities: The Partnership has filed or recorded all documents or filings required by Law relating to all assumed business names used by the Partnership. The Partnership will promptly notify Company in writing or through the Account Executive of any address changes, change in the Partnership's name, change in the Partnership's assumed business name(s), changes in the management of the Partnership, changes in principal office address, changes in the state of organization, conversion of the Partnership to a new or different type of entity, or changes in any other aspect of the Partnership that directly or indirectly relates to any agreements between the Partnership and the Company. No change in any of the above will take effect until Company has received proper notice and approved said changes.

Certification: The individuals named are duly elected, appointed or employed by or for the Partnership, as the case may be, and occupy the positions set opposite their respective names. This Resolution now stands of record on the books of the Partnership, is in full force and effect, and has not been modified or revoked in any manner whatsoever.

Continuing Validity: Any and all acts authorized pursuant to this Resolution and performed prior to the passage of this Resolution are hereby ratified and approved. This Resolution shall be continuing, shall remain in full force and effect and Company may rely on it until written notice of its revocation shall have been delivered to and received by Company at Company's Corporate headquarters or the office Partnership primarily conducts business with. Any such notice shall not affect any of the Partnership's agreements or commitments in effect at the time notice is given.





Exhibit "A"

Acknowledgment Of Broker

Date: _____

In reference to the preceding Broker Agreement:

The undersigned Broker is duly licensed under the Business and Professions Codes of the state in which the Broker is conducting business. The undersigned hereby acknowledges and certifies to HLA the following:

- A. Broker has read and understands the foregoing Agreement; and
- B. Broker will abide by the terms of the Agreement in accordance with (I) state law governing real estate lending and (II) all regulations of the California Department of Real Estate, or relevant state agency, issued there under.

By affixing his signature hereto, Broker acknowledges the foregoing statements and will abide by the terms contained herein.

Signature of Designated Broker: _____

Name: _____

Its: _____
(position/title)

License Number: _____ State of Issue: _____

Review the Application Submission Checklist below and for each item that applies to your business, please provide the documentation or information requested. Complete and sign Broker Application. A complete application and supporting documentation will assure a faster approval time. If you have any questions, please contact your Home Loan Alliance Account Executive at 813.414.7800 or 1.888.972.5256.





FANNIE MAE INFORMATION

Please provide Home loan Alliance with your Fannie Mae Login and Password

Fannie Mae Login: _____

Fannie Mae Password: _____

CREDIT AGENCY INFORMATION

Please provide Home Loan Alliance with your Credit Agency Information

Name of Credit Agency: _____

Website Address: _____

Login: _____

Password: _____

I hereby authorize Home Loan Alliance access to our Company Fannie Mae and Credit Agency listed above.

Signature: _____

Title: _____

Date: _____

