



Please complete and sign your broker application. Review the Application Submission Checklist below. For each Item that applies to your business, please provide the documentation or information requested. A completed application and supporting documentation will assure a faster turn around time. Only complete applications will be processed.

- Professional License/Approvals** – a copy of your professional license, broker’s license, business license, lender’s license, etc., must be included with your application. Expired licenses will delay the processing of your application.
- Broker Documents** – if you are a corporation doing business under a different name other than your registered corporate name, include a copy of your d.b.a. filing. Include a copy of your Articles of Incorporation.
- Errors & Omissions and Fidelity Bond Insurance** – if you have a current Error & Omissions and Fidelity Bond policy in effect, please provide a photocopy of the policy fact sheet.
- Resumes for Owners, Principals and Key Employees** – Please provide a resume for each principal owner, majority shareholder (more than 10%) and key staff members whose experience and knowledge is relied upon to run the daily operations of your loan brokerage business.
- W – 9**
- Quality Control** – Describe and/or attach your company’s quality control plan which insures that loan information and documentation is accurate and complete.
- Current Financial Statements** – Include copies of your current Financial Statement or internally prepared financial statements certified by a principal or Chief Financial Officer.
- Corporation Resolution**

Send completed package along with checklist to:

Pacifica First National, Inc.
11155 W Washington Blvd
Culver City, CA 90232



COMPANY/BROKER INVORMATION

Business Name: _____
Doing Business As: _____
Address: _____
City: _____ State: _____ Zip: _____
Telephone: _____ Fax: _____
Broker(s) Name(s): _____
Broker(s) Social Security Number(s): _____
Start Date of Business: _____
Loan Origination System: Contour Genesis Calyx Byte Other

Please Check One:
 Sole Proprietor
 Partnership
 Corporation
 LLC

CORPORATE FILING INFORMATION

Date Incorporated: _____ County: _____ State: _____
Federal I.D. No.: _____ If no Federal I.D. #, Social Security No.: _____

LICENSE/APPROVAL

Broker Name License was issued to: _____
License No: _____ Date Issued: _____ Expiration Date: _____
Home Address of Broker: _____
Telephone: _____ Email: _____

If licensed or approved by any of the following please completed information required.

FHA/HUD No. _____ Freddie Mac, No. _____
 Fannie Mae, No. _____ Veterans Affairs, No. _____

PRINCIPALS

Name: _____ Title: _____
Social Security No. _____ Date of Birth: _____
Residence Address: _____

Name: _____ Title: _____
Social Security No. _____ Date of Birth: _____
Residence Address: _____

Name: _____ Title: _____
Social Security No. _____ Date of Birth: _____
Residence Address: _____

Name: _____ Title: _____
Social Security No. _____ Date of Birth: _____
Residence Address: _____



(If additional Lender references please use additional page)

Lender Name: _____ Telephone: _____
Contact Person: _____ Title: _____

Lender Name: _____ Telephone: _____
Contact Person: _____ Title: _____

Lender Name: _____ Telephone: _____
Contact Person: _____ Title: _____

DISCLOSURE/DUE DILIGENCE

1. Has your company ever been suspended from selling or servicing mortgages by an investor?

If yes, please provide explanation: _____

2. Has your company, and/or principals or corporate officers, been named as defendant in a lawsuit for alleged fraud or misrepresentation in connection with any real estate related activity? If yes, please provide explanation:

3. Has your company, and/or principals or corporate officers, been named as defendant in a criminal proceedings/complaint/conviction for alleged fraud or misrepresentation in connection with any real estate related activity? If yes, Please provide explanation: _____

4. Has your company, and/or principals or corporate officers, ever had a real estate or other professional license suspended, revoked or received any other disciplinary action from a regulatory agency? If yes, please provide explanation: _____

For the purpose of inducing lenders to provide financing for customers of the undersigned, I (we) certify the above information to be true and correct. The undersigned declares that the foregoing information and all accompanying information are true to the best of his/her knowledge and belief.

Broker/Owner/Corporate Officer Signature and Date



BRANK OFFICES

Branch Name: _____ Telephone: _____
Contact Person: _____ Title: _____
Address: _____

Branch Name: _____ Telephone: _____
Contact Person: _____ Title: _____
Address: _____

Branch Name: _____ Telephone: _____
Contact Person: _____ Title: _____
Address: _____

AFFILIATED COMPANIES

Company Name: _____ Telephone: _____
Type of Business: _____ Percentage Ownership: _____%

Company Name: _____ Telephone: _____
Type of Business: _____ Percentage Ownership: _____%

Company Name: _____ Telephone: _____
Type of Business: _____ Percentage Ownership: _____%

PRINCIPALS

Name: _____ Title: _____
Social Security No. _____ Date of Birth: _____
Residence Address: _____

Name: _____ Title: _____
Social Security No. _____ Date of Birth: _____
Residence Address: _____

Name: _____ Title: _____
Social Security No. _____ Date of Birth: _____
Residence Address: _____



This Broker Origination Agreement (“Agreement”) is made this _____ day of _____, 2008, by and between Pacifica First National, Inc. (“Lender”) and _____, a _____ (“Broker”).

WHEREAS, Lender is in the business of originating loans secured by residential real property; and

WHEREAS, Broker is in the business of submitting to lenders loan application packages on behalf of its clients who are seeking loans on their residential real property;

NOW, THEREFORE, Lender and Broker enter into Agreement for the purpose of Broker Submitting loan application packages to Lender on the following terms and conditions, intending to be legally bound:

1. Nature of Lender/Broker Relationship.

Broker shall prepare and submit to Lender loan applications and related information and documentation, as required by Lender’s program information and procedures as communicated to Broker from time to time. Lender shall underwrite each application and, in its sole discretion, approve or decline such applications. The relationship between Lender and Broker shall be that of independent contractor; Broker has authority, to bind, or commit Lender with respect to the terms or approval of any loan application. This Relationship is non-exclusive, Lender and Broker are free to do business with any other lenders and brokers they so choose. This a\Agreement may be terminated by either party upon written notice.

2. Nature of Broker/Applicant Relationship.

Broker, in submitting loan applications, is acting as agent for the applicant and is responsible for keeping the applicant fully informed as to the status of the application. Lender shall keep Broker informed of such status, and Broker agrees to accurately and promptly pass all such information on to the applicant. Broker, as the agent for the applicant, provides services directly to the applicant, which services will vary from applicant to applicant depending upon the applicant’s individual credit and financial circumstances as well as the specific property for which financing is sought. The Broker’s services shall include those set forth on **Exhibit “A”** attached hereto. Broker is responsible for arranging the amount of its compensation and any fees directly with each applicant, and agrees to provide this information to Lender at the earliest opportunity in the application process. Broker shall be responsible for reviewing all loan product pricing options with each applicant and shall inform the applicant of any compensation to be paid by Lender to Broker as a result of the selection of a particular product. Broker shall update the applicant in this regard if any aspect of the applicant’s loan transaction changes.

3. Approved Branches.

Lender will accept application packages only from broker’s branch offices as listed on **Exhibit “B”** attached hereto. Broker agrees that it is fully responsible for al applications submitted by such approved branches. In the event that Broker wishes to authorize additional branches to submit applications pursuant to this agreement, broker shall submit to Lender an updated **Exhibit “B”**. In the event that Broker wishes to terminate the authorization for a branch to submit applications, Broker must notify Lender in Writing of such fact. Broker Agrees that any application submitted by a branch which has been authorized by broker pursuant to these provisions shall be subject to the terms of this Agreement and that Broker shall be fully liable for to these provisions shall be subject to



the terms of this agreement and that Broker shall be fully liable for such application, unless and until Broker notifies Lender in writing of the revocation of such authorization.

4. Closing.

Loans approved by Lender shall be closed in Lender's name on forms and by settlement agents approved by Lender. Where applicable, Broker shall ensure that an insured closing protection letter is obtained in connection with the closing of each loan. In some cases, Lender and Broker may agree that loans will be closed in the Broker's name, using funds provided by lender at closing. Broker may agree that loans will be closed in the Broker's Name, using funds provided by Lender at closing. Broker agrees to fully cooperate with Lender in the Processing of any application submitted and, upon the reasonable request of Lender prior or subsequent to funding, perform all such further acts as may be required to effect the transactions provided for in this Agreement.

5. Broker Representations and Warranties.

Broker represents and warrants as of the date of each agreement and with the submission of each application and its related documentations: (i) that it has all requisite authority to enter into this Agreement and to execute the transactions contemplated hereunder, (ii) that it has all required legal or regulatory approvals, licenses, or authorizations to conduct the business of brokering loans in all jurisdictions in which operates; (iii) that the entering into and performance under this Agreement shall not cause Broker to violate the terms of any governing organizational instrument of Broker or any other instrument or agreement to which Broker is a party; (iv) that there is no action, suit, proceeding or investigation pending or threatened against Broker which may result in a material adverse change in Broker's business or financial condition or its ability to perform under this Agreement. Broker further represents and warrants that all information regarding Broker submitted to Lender is true, accurate and complete in all respects.

6. Loan Representations and Warranties.

Broker represents and warrants as to each loan application submitted to Lender, as of the date of submission and the date of funding:

- a. Broker has full right and authority to assign and transfer each loan application to Lender, not subject to any other person's interest or lien therein;
- b. The application was taken and processed by Broker and such application and all documentation and information provided to Lender by Broker was produced in full compliance with all applicable federal state and local laws and regulations. Broker specifically acknowledges its obligations to comply with laws and regulations governing "Fair Lending".
- c. All documentation and information submitted to Lender by Broker in connection with a loan application is true and correct in all material respects and does not fail to include any information the exclusion of which would cause such documentation to be misleading.
- d. Broker and Broker's employees have not engaged in any fraudulent activity and, to the best of Broker's knowledge, no fraud has occurred by act or omission of any person in connection with the application or the processing of the application or the origination of the loan.
- e. The appraisal obtained by Broker provides a bona fide market value of the property to be mortgaged and was performed by an appraiser who holds all required licenses or approvals and has not interest in the real property to be appraised and who will receive no compensation which is affected by the approval or declination of the loan application. Lender shall not be responsible for the cost of such appraisal.



7. Remedies for Breach.

In the event that Lender suffers any loss or incurs any expense as the result of Broker's breach of its covenants, representations or warranties contained in this Agreement, upon written notification from Lender, Broker shall have fifteen (15) days to cure such default, and in the event that such default is not cured, or in the case of a default which cannot be cured, Broker shall immediately pay to Lender the full amount of any costs, damages, losses, expense or liability which Lender has incurred as a result of Broker's breach. Broker agrees that any such breach which results in the impairment of a loan originated hereunder may result in Lender being required to repurchase such loan from a subsequent investor, and will cause Lender to exercise certain remedies including, but not limited to, resale at a discount or foreclosure and sale of the collateral, which may result in damages subject to reimbursement by Broker pursuant to this paragraph. Lender shall have full discretion to deal with such impaired loans as it sees fit so long as Lender exercises good faith in making such determinations, and shall not be required to consult with or give notice of such actions to Broker. Broker further agrees that in the event that a loan originated hereunder is rescinded by the borrower, that Broker shall refund to Lender all broker compensation and fees paid by borrower or Lender whether such compensation or fees were paid through or outside of closing.

8. Early Refinance.

Broker agrees that it will not solicit the prepayment of any loan originated hereunder, and will not for compensation or otherwise prepare or disseminate any list of borrowers arising from applications submitted to Lender. In the event that any loan originated hereunder is paid off within six (6) months of the funding date, Broker shall reimburse Lender for the full amount of any compensation paid by Lender to Broker for the origination of the loan.

9. General Provisions.

This Agreement, along with Lender's product guidelines, policies and procedures as provided to Broker from time to time as well as the Zero Fraud Tolerance and Fair Lending Compliance Policies, constitutes the entire agreement between the parties and supercedes any and all prior written or oral agreements between the parties as to the subject matter hereof and may not be modified or amended except in writing and signed by both parties. Broker may not assign this Agreement. This Agreement shall inure to the benefit of and the binding upon the parties hereto and Lender's successors and assigns. In the event that any provision of this Agreement is held to be invalid, the same shall not affect the validity of the remainder of this Agreement. The prevailing party in any judicial proceeding regarding this Agreement shall be entitled to recover from the losing party its reasonable attorney's fees and out of pocket expenses incurred in connection with such dispute. This Agreement shall be governed by and construed in accordance with the laws of the State of California. This Agreement may be executed in one or more counterparts. Notices or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given upon actual delivery or upon the mailing by registered or certified mail, telecopy, courier or overnight express delivery to the address for each party set forth below or to such other address as either party shall designate in writing.

**If to Lender: Pacifica First National, Inc.
11155 W Washington Blvd
Culver City, CA 90232**

If to Broker: _____



In Witness Whereof, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date set forth above.

Pacifica First National, Inc.
a California Corporation

By: _____
Its: _____

Broker: _____
a _____
By: _____
Its: _____

EXHIBIT A

In connection with submitting completed loan application packages to Lender for processing and loan approval consideration, Broker agrees to provide the following services:

1. Broker will educate prospective loan applicants (Applications”) about the home buying and financing process and will advise applicants about the different types of loan products available from Lender, and demonstrate how closing costs and monthly payments would vary under each product.
2. Broker will analyze Applicants’ income and debt and pre-qualify Applicants to determine the maximum mortgage that Applicants may be able to afford.
3. Broker will assist Applicants in selecting a loan program.
4. Broker will discuss with applicants the general underwriting ratios and general property underwriting guidelines of Lender.
5. After providing such counseling and pre-qualification services, Broker will assist Applicants in completing a mortgage loan application.
6. Broker will collect applicant financial information and such other related documents that are required by Lender as part of the loan application process. In the event such information is not available at time of application, Broker will work diligently with Applicants to obtain such information and promptly forward the material to lender.
7. Broker will discuss Lender’s procedures and loan pricing options available to Applicants.
8. Broker will provide Applicants with a copy of the U.S. Department of Housing and Urban Development’s booklet “Settlement Costs” and a properly completed Good Faith Estimate within three (3) business day after the loan application is received or prepared in full compliance with the requirements of RESPA.
9. Broker will provide Applicants with a properly completed Truth in Lending disclosure Statement within three (3) business days after the loan application is received or prepared in full compliance with the requirements of Regulation Z of the Truth in Lending Act.
10. In the event Applicants express interest in applying for an adjustable rate mortgage loan, at the time the application form is provided or before the Applicants pay a non-refundable fee, whichever is earlier, Broker will provide Applicants with a copy of the Federal Home Loan Bank Board’s Booklet entitled “Consumer Handbook on Adjustable Rate Mortgages” and a loan program disclosure for each adjustable rate mortgage loan program for which Applicants express interest.
11. Broker will provide Applicants with such other forms, disclosures and/or documents that are otherwise required to be provided by Broker to Applicants under applicable local, state and federal laws, rules and regulations that are applicable to Broker.
12. Broker will order a property appraisal report reflecting the bona fide market value of the subject property from and appraiser who is duly qualified, licensed and who has no financial or other interest in the transaction.



13. Broker will initiate all necessary processing related verification forms, including verifications of employment and deposit.
14. Broker will initiate requests for mortgage and other loan verifications.
15. Broker will assist Applicants in understanding and clearing credit problems.
16. Broker will provide the completed loan application package to the Lender designated branch office for loan processing. The loan application package shall contain the completed loan application form, copies of all disclosures delivered to Applicants and all other Lender required documentation.
17. Broker will maintain a “conversation log” to document all contact with Applicants from the date of Application through the date of loan closing.
18. Broker will maintain contact with Applicants, builders/ realtors and others involved in the transaction, as applicable, between application and closing to apprise them of the status of the application and to gather any additional information as needed to assist Lender in Processing, underwriting and if approved, closing and funding the loan.
19. In the event of loan approval, Broker will assist Lender in coordinating the loan closing and obtaining any documents which may be reasonably requested by the closing and post closing departments of Lender.

EXHIBIT B

Request to set up branch of an approved corporate office (brokers corporate office information)

Account Executive: _____
Company Name: _____
DBA: _____
DBA: _____
Principal Officer (s): _____
Tax ID: _____
Address: _____
City: _____ State: _____ Zip: _____
Telephone: _____ Fax: _____

The Corporate Office assumes responsibility for notifying Lancaster Mortgage Bankers, LLC if at any time a branch office is closed or permission to do business is revoked.

(BRANCH OFFICE INFORMATION)

1. Branch Manager: _____
Address: _____
Telephone: _____ Fax: _____



2. Branch Manager: _____
Address: _____
Telephone: _____ Fax: _____

3. Branch Manager: _____
Address: _____
Telephone: _____ Fax: _____

SIGNATURE: _____
(PRINCIPAL OFFICER OR OTHER AUTHORIZED SIGNER OR COP)

A resume for the branch manager and a copy of the current branch license is required.
Please attach list of additional offices on a separate sheet of paper.



LOAN FRAUD ZERO TOLERANCE POLICY

Wholesale Loan Brokers should be advised that a licensed broker bears responsibility for all actions, performed in the course of business, of his or her employees or licensees.

THE SUBMISSION OF A LOAN APPLICATION CONTAINING FALSE OR MISREPRESENTED INFORMATION IS A FEDERAL CRIME!

Although loan fraud or negligent misrepresentation may be perpetrated in many ways, some of the most common examples are shown below:

COMMON EXAMPLES OF LOAN FRAUD

- Submission of inaccurate information, including false statements on loan application(s) and falsification of documents purporting to substantiate credit, employment, deposit and asset information or personal information including identity, ownership/non-ownership or real property, etc.
- Forgery or misrepresentation of partially or predominantly accurate information.
- Inaccurate representation of current occupancy or intent to maintain required occupancy as agreed in the security instrument.
- Lack of due diligence or concern by broker, loan officer, interviewer or processor, inducing failure to obtain or divulge all information required by the application and failure to request further information as dictated by Borrowers response to other questions.
- Acceptance of information or documentation which is known or suspected to be inaccurate or acceptance of information which should be known to be or suspected to be inaccurate. This includes:
 - a. Simultaneous or processing of multiple owner-occupied loans from a single applicant where information differs on each application.
 - b. Permitting an applicant or interested third party to assist with the processing of the loan. Failure of the broker to disclose any relevant or pertinent information.

SIGNATURE OF BROKER OF RECORD

SIGNATURE OF PRINCIPAL OFFICER

BY: _____

BY: _____

Date: _____

Date: _____