Broker Application Checklist

MSF Account Executive:
MSF Account Executive Email:
Account Executive Phone:

Broker/Lender Information

Company name:	
Dba Name:	

Checklist

☐	**Broker Compensation Addendum**	☐	**Broker Agreement**	☐	**Schedule A** Broker State Licensing Info	☐	**Schedule B** References Checked
☐	**Schedule C** Authorization to Release Info	☐	**Important Notice**	☐	**Corporate Resolution**	☐	**W-9**
☐	Credit Report on Principal (Dated within 60 Days)						
☐	VA Sponsorship	☐	VA $100 Check payable to Department of Veteran Affairs VA ID If Applicable:				
☐	Mari Report (LexisNexis)	☐	Hits	☐	Explanation *If applicable*		
☐	State License per State Law (NMLS)			☐	Multiple Branches –Copy of State License (s)		
☐	State Surety Bond Expires:			☐	E & O Insurance Expires:		
☐	Resume on Principal			☐	Unaudited P&L Statement *To Reflect Net Income*		
☐	Byte User List			☐	AE Recommendation Form Internal Doc		
☐	Quality Control Plan	TPO Employee, Management Hiring Procedures (LDP, GSA & FHFA Lists) ☐ Implemented in QC Plan ☐ Employee Hiring Procedure Policy/Checklist Provided					

Mortgage Broker Agreement

This Mortgage Broker Agreement ("Agreement") is entered into on this ___ day of, _____ 20 __ by and between Mortgage Solutions of Colorado, LLC, a Colorado limited liability company d/b/a Mortgage Solutions Financial and MSF Agriculture ("MSC") having its principal place of business at 7450 Campus Drive, Suite 200 Colorado Springs, Colorado, 80920
and _____
("Broker"), having its principal place of business of _____
_____.

WHEREAS, MSC is in the business of originating, funding, purchasing and selling mortgage loans in certain jurisdictions in the United States; and

WHEREAS, Broker is in the business of soliciting mortgage loan credit applications and related documentation and information ("Applications") from persons ("Applicants") in the public domain and then presenting such Applications to MSC for credit review in return for compensation in the event such Applications are accepted, approved, funded and consummated by MSC resulting in a closed residential mortgage loan (a "Loan") to such Applicants then becoming borrowers ("Borrowers"); and

WHEREAS, MSC and Broker desire to enter into a non-exclusive business relationship for their mutual benefit, all in accordance with the terms and provisions of this Agreement, and in MSC's product guide, rate sheets, bulletins, advisories, and other written materials as amended from time to time.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements contained herein, MSC and Broker hereby agree as follows:

ARTICLE 1: DEFINITION

Capitalized terms used but not defined in this section shall have the meanings assigned to such terms within this Agreement.

1.1 Agency: The Federal Housing Administration ("FHA"), the Veterans Administration ("VA"), the Department of Housing and Urban Development ("HUD"), the Consumer Financial Protection Bureau ("CFPB"), Fannie Mae, formerly known as the Federal National Mortgage Association ("Fannie Mae"), Freddie Mac, formerly known as the Federal Home Loan Mortgage Corporation ("Freddie Mac"), the Government National Mortgage Association ("Ginnie Mae"), or any other state or federal agency which sponsors mortgage loans.

1.2 Applicant: A prospective borrower seeking a mortgage loan.

___MSC ___Broker

1.3 Loan Application: A fully completed and signed Uniform Residential Loan Application from a prospective borrower taken by Broker in conformity with the applicable terms and conditions set forth in this Agreement, in addition to all federal and state laws and regulations as applicable, together with any and all materials issued and/or collected in connection therewith.

1.4 Broker Application: MSC-provided Broker Application forms, updated from time to time and made available on MSC's website, signed by Broker and submitted to MSC for MSC's approval to originate with MSC.

1.5 Guidelines: All policies, procedures and requirements of MSC applicable to the submission, underwriting and funding of a Loan, issued by MSC electronically or in writing. The Guidelines can be modified in part or in whole at any time by MSC. The most current version of the Guidelines, are made available on the MSC website and become effective when published; Broker is responsible for checking the Guidelines for updates.

1.6 Loan Documents: The Note and Mortgage and any and all other documents, instruments and materials that are required to be maintained or prepared in connection with the making of a Loan pursuant to this Agreement.

1.7 Mortgage Loan or Mortgage: A line of credit secured by a first or subordinate lien on a one to four-family dwelling, evidenced by the Note and secured by a mortgage.

1.8 Note: A valid and enforceable promissory note or other instrument which evidences a Borrower's obligation to repay a Mortgage Loan.

1.9 Mortgage Program(s): MSC shall from time to time distribute to Broker information with respect to the types of Mortgage Programs it is offering along with the methods by which Applicants for such programs may be transmitted. Broker will be entitled to have Applications processed only upon submission to MSC of such additional information and documents as required by MSC. Broker acknowledges that MSC reserves the right to alter, add, or delete Mortgage Programs from time to time and Broker accepts responsibility for knowing which Mortgage Programs are offered by MSC at any given time. Broker shall be responsible for assuring that each Application submitted complies with all the terms and conditions of the applicable Mortgage Programs at the time Broker submits the Application to MSC.

1.10 Rate Lock: A commitment by a Lender to a borrower guaranteeing a specific interest rate over a period of time at a set cost; the act of obtaining a specific interest rate and compensation to Broker in connection with a prospective Mortgage Loan, subject to any qualifications or caveats set forth in MSC's guidelines, Rate Sheets or loan product and pricing engine ("PPE").

1.11 Rate Sheet: An informational sheet that provides a representation of interest rate and funding price/compensation to Broker, as may be amended from time to time.

1.12 Underwrite: "Underwrite" or "Underwriting" means the examination of an Applicant's Application, credit history, income and financial resources, and the real estate collateral to be used as security for the Mortgage Loan, using the underwriting standards of the particular Mortgage Program for the purposes of determining whether to extend credit to an Applicant.

ARTICLE 2: ORIGINATION AND SUBMISSION

2.1 Applications: Broker may originate and submit Applications to MSC that Broker has taken in its own name through its employees or sponsored mortgage loan originators. Any employee or sponsored mortgage loan originators of Broker taking Applications or offering or negotiating Mortgage Loan terms must be registered through the Nationwide Mortgage Licensing System and Registry ("NMLS") and licensed and registered where required by applicable law. Applications must include broker disclosures that comply with state and federal laws, regulations, rules and MSC Guidelines, and be under such Programs, terms, and requirements as MSC may establish from time to time. Applications must have been originated and processed by Broker. MSC shall review all Applications. If an Application meets MSC requirements at time of submission, MSC may, at its discretion, underwrite, close and fund the Loan. Nothing in this Agreement shall require MSC to approve any Application or fund any Loan submitted by Broker. Broker shall not warrant or represent to any Applicant that MSC has approved or will approve and fund any Loan until such time as MSC has determined that the Application meets MSC Guidelines and other requirements. MSC will advise Broker in writing whether Application has been accepted or rejected, and if accepted, whether approved or denied. Broker may not submit third-party originations to MSC under this Agreement.

The contents of all Application packages submitted to MSC by Broker shall become property of MSC, and all information therein may be subject to MSC's independent verification. Broker hereby assigns all Broker rights, title, and interest in such Application files to MSC, with the exception of any right of the Broker to receive compensation as provided in the attached Mortgage Broker Compensation Addendum.

Broker and MSC agree that this Agreement does not constitute an obligation or commitment of Broker to submit or deliver a specific loan or of MSC to approve or fund any specific loan or loans.

2.2 Programs: MSC shall list all Mortgage Programs currently offered on its website, including conventional, FHA, VA, non-conforming, ARM, and other Agency-sponsored programs. MSC may distribute Program information and changes to Broker electronically. MSC will only accept those Applications eligible for Mortgage Programs offered by MSC. Broker acknowledges MSC reserves the right to add, remove, or modify Loan Programs at its discretion. Broker is responsible for staying current on MSC Mortgage Program information and submitting only loans that will qualify for MSC Mortgage Program in effect at the time of Broker submission.

2.3 Submission: Broker shall submit and furnish to MSC such credit, financial and other information concerning Applicant that MSC may require in making its determination whether to approve, underwrite, and fund the Loan, including without limitation, accurate Application, credit documentation, and appraisal information; fully completed broker disclosure(s) which have been signed as of the date of Application by Broker and Applicant; a signed authorization for MSC, its Investors (any third-party investor to whom MSC has transferred the Mortgage Loan), assignees or agents; and signed borrower's intent to proceed by each Applicant.

2.4 Broker Services: In addition to taking the information from Applicant, completing and compiling the Application and providing and explaining the Broker disclosures, Broker shall perform, at Broker's sole expense, such other services as MSC shall reasonably require in originating, underwriting, and closing the loan. Broker agrees, for every loan, to perform the following services:

(a) Fully cooperate with MSC before and after loan closing and to fully assist MSC to obtain any information and documentation MSC reasonably requires;
(b) Fully assist MSC in obtaining any information or documentation MSC reasonably requires;
(c) Analyze Applicant income and debt to determine the maximum loan amount the Applicant can afford;
(d) Educate Applicant on the home buying and financing process and provide Applicant with the requisite risk options so as to avoid steering Applicant into a Mortgage Program that does not best meet Applicant's criteria;
(e) Collect requisite financial information from applicant;
(f) Obtain mortgage and other loan verifications;
(g) Initiate or order appraisals from an appraisal management company ("AMC") approved by MSC in adherence with Appraiser Independence Requirements ("AIR") and Investor appraisal requirements;
(h) Initiate and order inspections, property inspection waivers, or engineering reports as required;
(i) Provide timely disclosures as required by TILA, RESPA, FCRA, ECOA, the Fair Housing Act, the Right to Financial Privacy Act, the Flood Disaster Protection Act, the Home Mortgage Disclosure Act, and all other federal and state laws and regulations;
(j) Assist Applicants in understanding and addressing credit problems;
(k) Maintain regular contact with Applicants, real estate agents, and MSC from submission to closing to apprise them of the status of the Application and to gather any additional information as needed;
(l) Participate and fully cooperate with MSC in the loan closing process and before to fully assist MSC to obtain any information and documentation MSC reasonably requires; and
(m) Provide other services as may be required with a particular loan transaction.

ARTICLE 3. PRICING

3.1 Loan Pricing: MSC shall periodically issue Rate Sheets and/or other pricing information applicable to Mortgage Programs offered by MSC. MSC Rate Sheets and/or pricing information shall be issued by facsimile, electronic mail, or by posting on the applicable MSC website and shall be subject to change by MSC without notice. Broker shall comply with Applicable Requirements (including, without limitation, any applicable guidelines concerning interest rates and Rate Locks that apply to the particular Loan Programs offered by MSC). In the event that a Rate Lock expires prior to the closing of the related Loan, and such expiration is not due to any negligent act or omission of MSC, MSC shall have no further obligations with respect to such Mortgage Loan, and Broker shall take no action suggesting otherwise.

ARTICLE 4: COMPENSATION

4.1 Broker Compensation: Fees payable for each loan resulting from an Application originated pursuant to this Agreement shall be paid in accordance with MSC guidelines and all applicable laws, and only in connection with a particular Mortgage Program if each of the following conditions are met:

(a) Broker has marked either Lender-Paid or Borrower-Paid Compensation at time of Application submission on an MSC submission form;

(b) Broker is in compliance with all applicable federal, state and local laws and regulations and all requirements and all terms of this Agreement and has submitted fully signed copies of all required disclosures with the Application;

(c) Broker has performed all Broker Services described in this Agreement;
(d) Broker has actually provided necessary goods, service and/or facilities in connection with the Mortgage Loan, and the compensation is reasonably related to the value of the goods, services and/or facilities provided by Broker;
(e) for Lender-Paid Submissions, the compensation requested by Broker matches the compensation plan on Broker's most recent Compensation Addendum accepted by MSC;
(f) for each submission, Broker has disclosed a Loan Estimate and all corresponding required disclosures to the borrower within three (3) business days of taking the borrower's Application.; and
(g) Broker has not accepted from nor given to any person, directly or indirectly, any commission, fee or other thing of value other than as disclosed in accordance with and permitted by all applicable laws and regulations. Broker's Compensation shall be detailed in a Mortgage Broker Compensation Addendum to this Agreement and is incorporated into this Agreement by reference. All Compensation will be based on a fixed percentage selected in the Compensation Addendum, not to be updated by Amendment to the Addendum more often than quarterly. Any such Amendment to the Addendum is incorporated into this Agreement by reference.

4.2 Compensation Representations: Compensation paid to Broker by MSC pursuant to this Agreement shall comply in all respects with applicable federal, state, and local requirements. Broker Compensation shall not be based on terms or conditions, or a proxy for terms or conditions, of the Mortgage Loan.

Payment of Broker compensation is conditioned upon funding of each Loan, after expiration of any applicable rescission period.

4.3 Reimbursement of Fees: If Broker has collected any fees from an Applicant, including any fees payable to a third party, in connection with a Mortgage Loan that is rescinded by the Applicant pursuant to applicable state or federal law or regulation, Broker shall promptly refund such fees that are required to be refund to Applicant.

ARTICLE 5: BROKER REPRESENTATIONS AND WARRANTIES

5.1 Broker Representations - General: Broker represents, covenants, and warrants unto MSC, and MSC is deemed to have relied on such representations, warranties, and covenants, as to each and every Application submitted to MSC as follows:

(a) If Broker is a legal entity, that Broker is duly organized, validly existing and in good standing under the applicable laws and regulations of the United States and the state of organization during the time of its activities with respect to the origination and closing of the loans subject to this Agreement.Broker further represents and warrants that it is duly licensed as a mortgage broker,

or the lawful equivalent, in each state or jurisdiction in which it accepts an Application, including but not limited to compliance with the Secure and Fair Enforcement of Mortgage Licensing Act ("SAFE" Act), and that it will maintain all applicable licenses and approvals in good standing during the term of this Agreement;

(b) The main office and branch offices for originated loans shall be listed in accordance with state and federal laws in NMLS which shall be kept current at all times;

(c) Broker is duly registered with NMLS and has a current NMLS ID number;

(d) Unless otherwise agreed to in writing, Broker possesses and shall maintain, at no expense to MSC, during the term of this Agreement, fidelity bond coverage and errors and omissions insurance, and shall furnish evidence of such coverage upon request of MSC. Such policies shall be in reasonable amounts, with acceptable standard coverage, satisfactory to MSC. Broker shall notify MSC immediately of any changes in coverage or cancellation.

(e) Broker shall furnish to MSC and its representatives any necessary information and data concerning the affairs of Broker, as MSC may reasonably request, including without limitation information regarding the status of its licenses, permits, authorizations and approvals necessary for the conduct of its business as well as copies of such documents. Broker shall furnish, annually as requested by MSC, copies of financial statements, the type and sufficiency of which shall be determined by MSC at its sole discretion, together with such other information bearing upon Broker's financial condition as MSC may reasonably request. Upon request of MSC, Broker shall promptly provide MSC with all documentation and records requested by MSC that evidences Broker's compliance with this Agreement, applicable law, and applicable Investor requirements.

(f) Broker has requisite power, authority and capacity to enter into this Agreement. Broker's execution of and compliance with the terms and conditions of this Agreement will not violate any provision of its Articles of Incorporation or Bylaws, that any instrument relating to the conduct of its business or any other agreement or instrument to which it is a party or by which it is bound and that Broker's agent has the requisite power, authority and capacity to execute this Agreement on behalf of Broker and to legally bind Broker to the obligations identified hereunder and that this Agreement has been duly authorized and executed by Broker and is, or upon delivery will be, a legal, valid and binding obligation of Broker enforceable in accordance with its terms.

(g) Broker is an Independent Contractor and has contractually agreed with Applicant to act as Applicant's representative to negotiate a Mortgage Loan, including payment of appropriate compensation to Broker. Broker will not represent itself in any manner whatsoever to be in a joint venture with MSC. Broker further agrees that Broker will have no authority to solicit, bind, or commit MSC to any contract or transaction, and Broker will not represent in any manner to anyone that Broker has any such authority;

(h) Broker has complied with and all Applications submitted by Broker are, in full compliance with all applicable federal, state and local laws, requirements, regulations, and guidelines, and the standard requirements of secondary market Investors and such other requirements as MSC may identify in its product descriptions. Broker understands and acknowledges that MSC intends to sell closed and funded Mortgage Loans to Investors in the secondary mortgage market;

(i) Broker represents and warrants that no Mortgage Loan is a High Cost Loan as that term is defined by the Home Ownership and Equity Protection Act ("HOEPA") or similar state and/or federal law and the Mortgage Loan does not fall into any other classification under the applicable state law which the Guidelines identify as a Mortgage Loan ineligible for purchase;

(j) Except as disclosed in the Application to MSC, there is no pending or threatened litigation, action, arbitration or legal, administrative, regulatory or other governmental investigation or proceeding (including an allegation of fraud or misrepresentation by another company) that exists against Broker or its current or former owners, agents, officers or employees that could have a material adverse effect on Broker's business, assets, reputation, financial condition, or good standing of its mortgage broker license except as specifically listed in this Agreement. Broker covenants to MSC that Broker shall immediately notify MSC in writing of any inquiry, material complaint, threatened or pending action to revoke or limit any license, authorization or approval granted by any federal or state regulating body; and

(k) Broker has never been disqualified, excluded or suspended from (i) selling loans to Fannie Mae or Freddie Mac; (ii) being able to originate loans intended to be guaranteed or insured by HUD, the VA, or any other governmental agency; nor (iii) having loans originated by it insured in whole or in part by any primary mortgage insurance company.

5.2 Broker Representations - Loan Specific: As further inducement to MSC to enter into this Agreement and to consummate the closing and funding of Mortgage Loans hereunder, Broker makes the below referenced representations, warranties and covenants, as of the date of submission to MSC of the related Application and as of the date that the related Mortgage Loan is funded by MSC. Each of the following representations, warranties and covenants (a) applies to any and all Applications registered by Broker with MSC; (b) is for the benefit of MSC and its successors and assigns; (c) continues in full force and effect for so long as the related Mortgage Loan remains outstanding and for such time that MSC is subject to any risk or loss or liability as to such Mortgage Loan; (d) is deemed to have been relied on by MSC, regardless of any independent investigation MSC may have made or may hereafter make; and (e) is in addition to any other specific representations, warranties or covenants contained elsewhere herein.

(a) To the best of Broker's knowledge any Application submitted to MSC review contains true, accurate, genuine and valid information and documentation and contains no untrue statement of material fact, and that any Application does not omit a material fact necessary to make any statement in such Application not misleading;

(b) As of the date the Application is submitted to MSC and as of the date such Mortgage Loan is closed, that all information provided to MSC in connection with the submission of the Application is true, correct and complete and fairly presents the financial condition of the Applicant as of the date thereof to the best knowledge of Broker. Broker further represents and warrants that with respect to a particular Application, as of the date such Application is submitted to MSC and as of the date such Mortgage Loan is closed, Broker is not aware of any facts that would render an Application misleading or false in any way;

(c) Broker will make prompt and accurate disclosure to MSC of all information, facts and circumstances which Broker may know, suspect or have actual or constructive notice of, which could or has adversely affected the validity, collectivity, marketability, security and/or enforceability of a Mortgage Loan resulting from any Application originated by Broker for funding or funded by MSC. If there should be any material adverse change in such Application, Broker will immediately advise MSC in writing of such change;

(d) Broker warrants that it will not accept compensation, directly or indirectly, from any person or entity other than Applicant in connection with the transaction if Broker receives compensation directly from Applicant, and that Broker will not accept compensation, directly or indirectly, from any person or entity other than MSC if Broker receives compensation from MSC;

(e) Broker will not charge or accept any compensation in excess of the fair market value of its services;
(f) Broker shall notify MSC immediately if it comes under the investigation of any state or federal agency along with notice of the nature of the investigation;
(g) No mortgage brokers or other consultants or finders were consulted or contacted in connection with or in bringing about any Mortgage or sale transaction brought to MSC that would be due a fee;
(h) Broker agrees that it shall not accept any fee or other compensation except as permitted by applicable law and regulation, and that it has disclosed any fee or other compensation in writing to the Applicant and MSC as required by applicable laws and regulations; and
(i) To Broker's knowledge as of the date that each Mortgage Loan is funded by MSC, the Mortgage Loan will comply with all applicable requirements. The origination of the Mortgage Loan complies in all respects with the MSC Guidelines. Each Mortgage Loan registered was originated by Broker and not by a third party. The Application (including all information and documentation submitted in connection with such Application) and, to Broker's knowledge, all related Mortgage Loan Documents have been prepared and/or completed in accordance with the MSC and Investor Guidelines and all applicable requirements, and all information provided by each of Applicant and Broker in such Applications, Loan Documents, or other documents and/or provided to any agency or private mortgage insurer is true and correct in all respects and does not fail to disclose any facts which could be material or which would make such information misleading. All Broker compensation has been fully disclosed to the Applicant in compliance with applicable requirements and MSC guidelines. The Applicant has executed and received a copy of the broker disclosure(s) as required by the MSC Guidelines and there are no disputes with respect to Broker's compensation in connection with the origination or closing of the Mortgage Loan.

5.3 No Untrue or Misleading Statements: No representation, warrant or written statement made by Broker to MSC in this Agreement or in any Schedule, written statement or documentation furnished to MSC contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary to prohibit the statements contained therein from being misleading.

ARTICLE 6: LOAN FRAUD

Broker bears responsibility for all actions performed in the course of business of its employees or licensees, the Applicant or any third party involved in the origination of the Mortgage Loan. Broker shall not submit any Application containing false or misrepresented information. Submission of such information is a federal crime and Broker understands and agrees that in the event MSC reasonably believes that misrepresentation, misstatements and/or fraud exists in any Application or related documentation, MSC may report the occurrence to the appropriate private, state and/or federal regulatory databases. Broker waives any and all claims for liability, damages, and equitable or administrative relief in connection with MSC's disclosure of such information.

6.1 Factual Disclosure: All facts relating to any Application and/or related Mortgage Loan transaction which are known or should be known to Broker which may adversely affect the value of the mortgaged property, the credit, character or capacity of the Applicant, the validity of the mortgage, or any other aspect of the transaction have been disclosed in writing to MSC.

6.2 No Adverse Circumstances: Broker has no knowledge of any circumstances or conditions with respect to any Application, mortgaged property, Applicant or Applicant's credit standing that reasonably could be expected to cause third-party Investors to regard the related Mortgage Loan as an unacceptable investment, cause the Mortgage Loan to become delinquent or adversely affect the value or marketability of the Mortgage Loan.

6.3 Appraisals: Broker has not engaged in (and is unaware of anyone else who has engaged in) any conduct with respect to an appraisal or other property valuation that violates applicable laws or regulations or requirements of an Investor.

ARTICLE 7: DEFAULT; REMEDIES

7.1 Repurchase Terms: Broker agrees to repurchase any Mortgage Loan from MSC or directly from any third-party investor to whom MSC has transferred the Mortgage resulting from an Application subject to this Agreement, upon the terms and conditions set forth herein within thirty (30) calendar days after receipt of written notice from MSC upon the occurrence of any of the following events:

(a) Broker, Applicant, or any of Broker's agents or representatives have breached any terms of this Agreement;
(b) MSC receives a repurchase notification from an Investor and the repurchase request is based on actual or alleged fraud, inaccurate information provided by the Broker or a vendor of the Broker, or misrepresentation with respect to the Mortgage Loan. Broker shall purchase any Mortgage Loan required to be purchased pursuant to this provision within thirty (30) calendar days after Broker's receipt of written demand for purchase from MSC. The option to require repurchase of any Mortgage Loan is at the sole discretion of MSC, and shall survive the termination of this Agreement.
(c) The Early Payoff Policy ("EPO") shall come into effect whenever a loan received from Broker is sold to or funded by MSC and that loan pays off within one hundred eighty (180) days of funding, regardless of whether that payoff or pay down was the result of a refinance by or through MSC as a result of another loan application package submitted by Broker, or from a refinance on a loan application package submitted to MSC by or through another Broker or lender, or from a non-brokered refinance by any other lender.

In the event that any borrower, within one hundred eighty (180) days of the effective date of the applicable loan transfer, prepays the outstanding balance of the applicable loan in full, the Broker will reimburse MSC any Lender Paid Compensation plus all premium pricing beyond the Lender Paid Compensation on the transaction.

7.2 Repurchase Pricing: The repurchase price for any such Mortgage Loan shall be determined by MSC, in its sole and absolute discretion, taking into consideration the following:
(a) the total repurchase price and related costs and expenses required by the Investor that is requiring MSC to repurchase the loan;
(b) the initial unpaid principal balance of the Mortgage Loan, together with all accrued and unpaid interest on the Mortgage Loan as of the date of repurchase;

(c) all premium pricing, service release fees, and compensation paid to Broker for the origination, processing or closing of the Application; and

(d) all losses, costs, damages, and expenses incurred by MSC in connection with such Mortgage Loan repurchase including, without limitation, attorney fees, repurchase penalties and other costs or expenses of whatever kind or nature incurred by MSC, or demanded by the Investor.

If MSC has not repurchased the Mortgage Loan, then Broker agrees to pay the loss mitigation amount incurred by MSC, plus a reasonable administrative fee. Upon any such purchase of Mortgage Loan by Broker, MSC shall endorse the promissory note and assign the security interest, both without recourse, to Broker. If the Property has been liquidated by an Investor for any reason, whether by judicial or non-judicial foreclosure, short sale, deed in lieu of foreclosure, or any mechanism, MSC will assign all available rights it holds to the deficiency obligations of the borrower, to the Broker.

7.3 Non-Waiver of Remedies; Right to Offset: MSC is not required to demand purchase within any particular period of time. Any delay or passage of time before making such demand shall not constitute a waiver by MSC and nothing contained in this Article shall limit MSC's right to any remedy, legal or equitable; all such legal and equitable remedies, including those provided for herein, being in addition to and not in lieu of any other remedy. Any amount owed by Broker to MSC may be withheld by MSC and offset by MSC against funds due Broker or any affiliated entities, subsidiaries, principals or related parties at the sole and reasonable discretion of MSC.

7.4 Mortgage Loan Rescission; Reimbursement of Fees: If Broker has collected any fees from an Applicant, including any fees payable to a third party, in connection with a Mortgage Loan that is rescinded by the Applicant pursuant to applicable state or federal law or regulation, Broker shall promptly refund all such fees that are required to be refunded to the Applicant.

ARTICLE 8: INDEMNIFICATION

Broker shall indemnify and hold MSC harmless from and against all losses, claims, liability, expenses, costs, penalties or other damages of any kind, including, without limitation, reasonable attorney fees (including allocated costs of in-house counsel) and reimburse MSC all losses suffered or incurred by MSC which arise out of, result from or relate to:

(a) The breach by Broker of any covenant, condition, term, obligation, representation or warranty pursuant to this Agreement, including without limitation those arising from improper origination or processing of Mortgage Loans;

(b) An act or omission of Broker, or any employee, or any agent of Broker or representative, including without limitation, any fraud or misrepresentation in the origination, processing or funding of the Application or Mortgage Loan;

(c) The breach by Broker, or any employee, or any agent of Brokers or representative, of any obligations, representations, warranties, or covenants set forth herein or in the Guidelines, or in any written statement or certificate furnished by Broker pursuant to this Agreement, the Guidelines, or any Broker Application;

(d) Any material act or omission of Broker or any employee or agent of Broker, or of any Broker-selected third party, whose act or omission adversely affects any Mortgage Loan registered with and funded by MSC hereunder.

Without limiting the foregoing, Broker's obligations under this Article shall include costs and expenses associated with MSC's efforts to enforce this Agreement. In all actions with third parties in which MSC has the right to be indemnified hereunder, MSC shall have the complete and exclusive right to determine the conduct and defense for such legal proceeding or investigation with such third party including, without limitation, the right to compromise, settle, defend or continue any such action.

In addition to other rights and remedies that MSC may have, upon discovery by either Broker or MSC of any breach of any representation, warranty or covenant of this Agreement, the party discovering the breach shall promptly notify the other party. Within thirty (30) days after discovery by or notice to the other party of any breach, that party shall promptly cure such breach to the reasonable satisfaction of the other party. If said breach is not cured, the other party shall be entitled to terminate this Agreement.

ARTICLE 9: EXAMINATIONS AND AUDITS

Broker understands that MSC routinely conducts pre-funding and post-funding quality control audits to validate credit documentation and appraisals submitted by Broker. Broker acknowledges and agrees that no such quality control audits, reviews, or other verification conducted by MSC will (a) relieve broker from any liability or responsibility for Broker's breach of any representation, warrant, covenant, or provision of this Agreement; or (b) effect or operate as a waiver of any claim or cause of action MSC may have to any

such representation or warrant that is incorrect or incomplete when made or at any prior or other time, or for any breach of any such covenant or provision. Broker understands and agrees that income is verified on all Applicants; Broker understands and agrees that any discrepancies found by MSC during such quality control audits are grounds for immediate cancellation of this Agreement. Furthermore, in the event of evidence of fraud or misrepresentation, MSC may notify appropriate governmental agencies of such evidence.

ARTICLE 10: CONFIDENTIALITY

Pursuant to this Agreement, Broker may have access to or gain knowledge with respect to methods of operations, marketing, training and resource manuals, business structure, marketing techniques, marketing analysis, statistics, client lists, prospective client lists, leads and applications, trade secrets, know-how, financial results and information, processes and techniques, technical production and cost data, information concerning customers and suppliers and related confidential and proprietary information that is unique to MSC's business (such unique information herein referred to as the "Confidential Information").

Broker acknowledges that unauthorized disclosure or misuse of the Confidential Information by Broker will result in irreparable damage to MSC. Accordingly, Broker agrees not to use or disclose Confidential Information obtained by it in the course of business with MSC, and agrees that such unauthorized disclosure or misuse gives MSC the right to obtain equitable relief (i.e. an injunction to restrain such disclosure or use without posting a bond, and pursue all other remedies that may exist in law or in equity).

Broker understands and acknowledges that such Confidential Information is confidential and proprietary, and agrees not to disclose such Confidential Information to anyone outside MSC except to the extent that such disclosure or use is:

(i) reasonably necessary or appropriate in connection with Broker's performance under this Agreement, provided, that any such disclosure is only in strict compliance with MSC policies and procedures; (ii) in compliance with applicable provisions of Subtitle A of Title V of the Gramm-Leach-Bliley Act as may be amended from time to time and the regulations promulgated thereunder, the Fair Credit Reporting Act, as may be amended from time to time, and all other applicable state and federal requirements; or (iii) made in the event Broker is required by order of a court of competent jurisdiction (by subpoena or similar process) to disclose or discuss any Confidential Information, and in such event Broker will immediately inform MSC of such requirement.

Broker shall neither copy Confidential Information, nor disclose such to persons who do not need the information to perform under this Agreement. At such time as this Agreement terminates or earlier upon MSC's request, Broker will immediately turn over to MSC all Confidential Information, including papers, documents, writings, electronically stored information, other property and all copies of them, provided to Broker during its relationship with MSC.

Specifically, without limitation, Trade Secrets and Confidential Information shall include the following: all leads, loans, loan applications, documents related to loans, client lists, contact records, correspondence, and client conversation logs, all other property herein described or otherwise described in any employment contracts, origination contracts, handbooks, manuals, or policy statements. Broker shall not engage in communication regarding MSC compensation with any other Brokers.

MSC may have other policies, acceptable use policies, statements and agreements that govern or control some or all of its computer network, software, forms, data, methods of operations, marketing, training and resource manuals, business structure, marketing techniques, marketing analysis, statistics, client list, prospective client lists, leads and applications. All of these policies, statements and agreements and the terms and conditions thereof are incorporated herein by reference.

MSC shall grant Broker and Broker employees and agent's access to the amount of such information as MSC, at its sole discretion, deems reasonable. Broker is charged with reasonably safeguarding all such information and material against theft, disclosure and unauthorized use, regardless of the location or

custodian of the information and material. Broker is prohibited from disclosing any such information or material to anyone not employed by MSC or knowingly acting on behalf of MSC for the benefit of MSC. Any disclosure of such information, either intentional or unintentional by Broker during the term of this Agreement, may result in immediate termination and shall constitute a breach of this Agreement.

Broker agrees that he/she shall not make any statements, written or verbal, that defame, disparage or in any way criticize the personal or business reputation, practices, or conduct of MSC, its directors, officers or employees. Broker acknowledges and agrees that this prohibition extends to statements, written or verbal, made to anyone, including but not limited to, the news media, investors, potential investors, any board of directors or advisory board or directors, industry analysts, competitors, strategic partners, vendors, employees (past and present), and client.

From time to time Broker may become aware of company related information that is not within the normal scope of Broker's relationship with MSC. As such, Broker understands and agrees that any such information

is, by virtue of the fact that such information is not within the normal scope of Broker's relationship, Confidential Information of the Company, and subject to the Confidentiality provisions of this Agreement.

If requested by MSC, any employee, representative, agent or subcontractor of Broker shall enter into a nondisclosure agreement with MSC to protect the confidential nature of such information.

This Confidentiality Provision shall survive the termination of this Agreement.

ARTICLE 11: TERM AND TERMINATION

The term of this Agreement shall commence as of the date hereof and may be terminated in writing by either party. Such termination shall be immediately effective upon receipt of such notice by the non-terminating party, and shall not change or modify the existing obligations of either party pursuant to this Agreement. Broker's representations, warranties, and indemnification obligations shall survive the termination of this Agreement or transfer of any Mortgage Loan by MSC to a third party.

MSC may refuse to fund any Mortgage Loan, regardless of loan status, and/or terminate this Agreement immediately upon written notice to Broker, if:

(a) MSC suspects fraud has occurred in the origination of a Mortgage Loan;
(b) Broker fails to perform any obligations under this Agreement or breaches any representation or warranty herein;
(c) MSC can no longer lawfully engage in business with Broker;
(d) Broker makes any misrepresentations about the obligations of MSC under this Agreement, the relationship between MSC and Broker, or engages in or aids and abets another in any deceptive practice;
(e) Broker's license, authority, permit or approval is revoked, suspended, or cancelled or expires without renewal;
(f) Broker is placed on debarment, limited denial of participation, exclusionary, or similar list of any
(g) private or government sponsored enterprise; or
(h) Broker violates any industry standard.

ARTICLE 12: GENERAL PROVISIONS

12.1 Waiver and Severability: The provisions of this Agreement are severable. If a provision is found by a court of law to be invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions of this Agreement, which remain in full force and effect and shall be binding upon the parties.

12.2 Entire Agreement: This Agreement, Guidelines, and attached Addenda comprise the entire and final Agreement by and between MSC and Broker, supersedes all prior agreements between the parties with respect to the subject matter hereof, and may not be contradicted by evidence of a prior or contemporaneous oral agreement between the parties. No amendment, revision, addendum or other change to this Agreement shall be effective unless in writing and signed by authorized officers of both MSC and Broker.

___MSC ___Broker

12.3 Waiver; Non-Cumulative Remedies: Failure or delay on the part of MSC to exercise any right provided for herein shall not act as a waiver of any right hereunder, nor shall any single or partial exercise of any right of MSC 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 or shall constitute a continuing waiver, unless such waiver is in writing and executed by MSC. All remedies provided herein are deemed cumulative and nonexclusive.

12.4 Counterparts: This Agreement may be executed by one or more parties to the Agreement on any separate counterparts and all counterparts taken together shall constitute one and the same instrument. The parties hereto acknowledge and agree that such counterparts may be executed by signature sent by facsimile transactions.

12.5 Assignment: Broker may not assign, transfer, or subcontract any of its duties, obligations, or rights hereunder. A change in the ownership of, or merger or consolidation of Broker, or a sale of substantially all of Broker's assets is considered an assignment for purposes of this Agreement. MSC may assign all or any part of its rights and obligations under this Agreement, including its rights and obligations with respect to a particular Application or Applications, without consent of Broker. If MSC assigns any of its rights pursuant to this Agreement, such assignee shall have the same rights as MSC with respect to this Agreement.

12.6 Notice: Any notice or demand that is required or permitted to be given by a provision of this Agreement shall be in writing and deemed to have been sufficiently given if either served personally or sent by prepaid first class,
registered, or certified mail, or by overnight mail service, addressed to the party at its address set forth below:

To Broker:

Attn:

To MSC: Mortgage Solutions of Colorado, LLC
7450 Campus Drive, Suite 200
Colorado Springs, CO 80920

Either party may give notice of its change of address by written notice to the other.

___MSC ___Broker

12.7 Communication: Broker and MSC consent to receive communications sent via facsimile, electronic mail and/or any other applicable electronic means by or on behalf of the other party hereto at such facsimile number(s) or electronic mail address(es) as designated by the other party. This consent remains in effect for the duration of this Agreement.

Except as may be otherwise provided in the Guidelines, Broker shall be responsible for all communication with Applicants. Broker shall promptly deliver to such Applicants any documents prepared by MSC and intended for delivery to Applicants.

12.8 Governing Law; Venue; Waiver of Jury Trial: This Agreement shall be construed according to the laws of the State of Colorado. At the sole election of MSC, this Agreement and the transactions contemplated herein may be enforced in any state or federal court in the State of Colorado. Broker specifically consents to the jurisdiction and venue of such courts and waives any objection to the jurisdiction or venue of such courts; including the objection that venue in such courts is not convenient. Any such suit, action or proceeding may be commenced and instituted by service of process of Broker by first class registered or certified mail, return receipt requested, addressed to Broker at its address last known to MSC. BROKER HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY IN MATTERS ARISING OUT OF THIS AGREEMENT.

12.9 Discrimination: MSC is committed to the principles of fair lending. Broker agrees that all loan fees, discount points and interest rates must be charged to all borrowers on a non-discriminatory basis, without consideration of race, gender, national origin, or age. Broker agrees to indemnify, defend and hold MSC harmless from any discriminatory practices employed by Broker or its employees and agents.

12.10 Relationship: Nothing in this Agreement shall be construed to create a partnership, joint venture, agency or employment relationship between MSC and Broker. Broker shall conduct business in its own name and not in MSC's name. Broker shall not represent that its office is an office, branch or agent of MSC or in any other way connected with MSC. Broker shall have no authority to sign documents on behalf of MSC.

Broker is an independent contractor and this Agreement and transactions entered pursuant hereto shall not create between Broker and MSC a relationship of agency, legal representation, joint venture, partnership, debtor/creditor, or employment. Broker and MSC agree that neither party is in any way authorized to make any contract, agreement, warranty or representation or to create any obligation, express or implied, on behalf of the other.

Broker shall be responsible for its overhead and operational costs, payroll and all other costs. Broker shall not hold itself out to prospective borrowers as having the authority to approve loan requests or to issue loan commitments on behalf of MSC. Broker shall not represent that MSC has approved any loan request until Broker is so informed in writing.

12.11 References: Attached hereto as Schedule B is a list of at least three references of Broker. Schedule B shall contain the name, address and telephone numbers of each reference. This Agreement shall not become effective until both parties have executed Schedule B.

___MSC ___Broker

12.12 Books and Records: Broker shall prepare and maintain all Mortgage Loan documentation in accordance with all applicable Guidelines, and state and federal laws and regulations. Broker and MSC shall keep and maintain a complete and accurate account, satisfactory to MSC, of all funds collected and paid relating to all Mortgage Loans submitted to MSC. Broker shall give MSC, its employees, representatives, third-party and internal auditors, attorneys and regulatory agency examiners, access upon twenty-four (24) hour notice during normal business hours to audit Broker's files, books, records, and other documents relating to Broker's compliance with this agreement, any and all applicable laws and regulations and applicable Investor requirements, including but not limited to information regarding the status of its licenses, permits, authorizations and approvals necessary to conduct its business. Broker agrees to cooperate with MSC in the investigation of any claim and assist in the defense of any lawsuit out of the obligations of the parties under this Agreement. In addition, Broker will cooperate with MSC, its auditors, and/or regulatory examiners in any audit of MSC and in any regulatory examination of MSC.

12.13 Advertising: Broker shall not use or appropriate in any matter either the name of MSC or of any dba of MSC, or any of MSC's product names, trade names, symbols, trademarks, or logos unless specifically licensed in writing to do so by MSC.

12.14 Modification of Obligations: MSC may, without any notice to Broker, extend, compromise, renew, release, modify, adjust or alter, by operation of law or otherwise, any of the obligations of a borrower or other persons obligated under a Mortgage Loan without releasing or otherwise affecting the obligations of Broker with respect to such Mortgage Loan or otherwise under this Agreement.

12.15 No Solicitation: Neither Broker nor its officers, directors, agents, employees or affiliated entities shall, for a period of six (6) months from the date of closing of any Mortgage Loan made by MSC, solicit an Applicant for the purpose of making a new loan or other credit transaction which would be secured by the same property which secures such Applicant's Mortgage Loan made by MSC. However, if an Applicant requests an additional loan or other credit transaction from Broker without solicitation by or on behalf of Broker, which loan or other credit transaction would be secured by the same property as the Mortgage Loan made by MSC, MSC shall be given a right of first refusal with respect to such additional loan or other credit transaction. The term "solicit" as used herein shall not include mass advertising via newspaper, radio, television and other similar forms of communication not specifically directed to the applicants. If Broker violates the provisions of this section, in addition to other remedies MSC may have, Broker must reimburse MSC for all Broker compensation in connection with any affected Mortgage Loan.

12.16 Release of Liability: Broker hereby discharges and releases MSC, any existing subsidiaries and affiliates, and their present and future directors, officers, employees, attorneys, and agents and the successors and assigns of any of the foregoing, of and from any and all claims, demands, actions, causes of action, suits, damages, attorney fees, costs and expenses of suit, liabilities and judgments of whatsoever kind, by reason of any act or omission relating to MSC's or such other party's use of any Application or verification of any information contained therein. Broker further indemnifies and agrees to defend and hold MSC harmless with respect to any claim made by any past, present or future owner, officer, or employee of Broker with respect to such use or verification.

___MSC ___Broker

12.17 Survival of Warranties: The representations, warranties, covenants, agreements and every other obligation contained in this Agreement shall survive the transactions provided for herein and shall be fully applicable whether or not MSC relies thereon or has knowledge of any facts at variance therewith.

12.18 Assignment of Agreement: Broker cannot assign this Agreement or its rights or obligations under this Agreement without prior written consent of MSC, which MSC may withhold at its sole discretion, and any attempted assignment by Broker shall be void and of no force or effect, and shall be a default hereunder.

IN WITNESS WHEREOF, Broker and MSC have caused their names to be signed by their respective officers thereunto duly authorized as the day and year first written above.

MSC	**BROKER**
Mortgage Solutions of Colorado, LLC	_____
Signature: _____	Signature: _____
By: _____	By: _____
Its: _____	Its: _____

Mortgage Solutions of Colorado, LLC

SCHEDULE A

States in which Broker is Duly Licensed:

State	State	State

Branch Locations:

Corporate Office
Mailing Address:

Contact: _____
Phone: _____
Fax: _____

Branch Offices

Mailing Address:	Mailing Address:	Mailing Address:
Contact:	Contact:	Contact:
Phone:	Phone:	Phone:
Fax:	Fax:	Fax:

SCHEDULE B LENDER

REFERENCES

Company Name: _____

Contact Person: _____

Address: _____

_____

Daytime Phone #: _____

Email Address: _____

Company Name: _____

Contact Person: _____

Address: _____

_____

Daytime Phone #: _____

Email Address: _____

Company Name: _____

Contact Person: _____

Address: _____

_____

Daytime Phone #: _____

Email Address: _____

SCHEDULE C

AUTHORIZATION TO RELEASE INFORMATION

By executing this form, the Broker and each of the undersigned Lenders in Schedule B hereby authorize Mortgage Solutions of Colorado, its assigns and their authorized agents, at their discretion, to:

- Obtain positive identification of information the Broker has provided on the Broker Application.
- Obtain credit reports, business reference reports and any other information that is of concern to us.

We acknowledge that such reports and information will be obtained and used only in connection with Mortgage Solutions of Colorado's approval of the Broker and evaluation of the Broker's current and continued eligibility to do business with Mortgage Solutions of Colorado and not for any other purpose. Please provide the information requested below for all principals, officers, and any responsible broker(s), and have them execute where indicated.

Name	SSN	Signature

Mortgage Solutions of Colorado
5455 N. Union Blvd., Suite #205
Colorado Springs, CO 80918
Phone (719) 447-0325 Fax (719) 471-2788

IMPORTANT NOTICE

As of August 25, 2003, the Federal Communication Commission (FCC) requires written consent to send or receive rates, product information and/or marketing material.

The regulations apply even where there is an existing business relationship between two parties. Mortgage Solutions of Colorado, LLC, therefore, is required to obtain written permission from our business associates in order to send you material via fax.

Please complete the following information:

Your Name: _____

Broker Firm: _____

Address: _____

Phone# (with area code): _____

Primary Fax: _____

All other Fax(s): _____

(please list all fax numbers) _____

E-mail Address: _____

I understand that providing the fax numbers(s), I consent, on behalf of my company, to receive faxes sent by, or on the behalf of, Mortgage Solutions of Colorado, LLC.

Please Sign Here…
Signature: _____

Date: _____

Corporate Resolution

Name of Corporation: _____

Resolved That (List name and title of all Officers and Directors)

President _____

Secretary _____

Treasurer _____

Vice President _____

Of this Corporation or any one or more of them or their duly elected or appointed successors in office, each of them is hereby authorized and empowered in the name of and on behalf of this Corporation and under its corporate seal, from time to time while this resolution is in effect, to execute and approve 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.

Certification

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 minute book of this Corporation; that the Officers named in said resolution have been duly elected or appointed to, and we the present incumbents of, the respective officers set after their respective names.

_____ _____

SECRETARY DATE