



11100 Valley Blvd. #218, El Monte, CA 91731 \*\*\* Tel: (626)452-0583 Fax: (626)452-9079

**Broker Application**

AE:

<b>Company Data</b>		
Name:	DBA:	
Start Date of Business:	DBA:	
Date of Incorporated:	State of Incorporation:	
Address:	Phone:	
S/C/Z:	Fax:	
<b>Principal Officers</b>		
Name	Title	% of Ownership
<b>Affiliated Entities</b>		
Is your company a wholly owned subsidiary? or do you have ownership interest in another institution? (i.e. builder, escrow Co., appraisal Co. or credit Co.); or have any other affiliation (same parent?) ( ) YES ( ) NO. If yes, please provide us a list of affiliated entities.		
<b>Investor and Agency Relations</b>		
Has your company ever been terminated or suspended from selling, or any principal or employee ever been disbarred or excluded from selling or servicing mortgages by an investor or government agency? ( ) YES ( ) NO. If yes, please explain with attach sheet.		
<b>Funding References</b>		
Company	Contact Person	Phone Number
<b>All Applications Need</b>		
<ul style="list-style-type: none"> <li>* Signed Broker Agreement by an officer of your company.</li> <li>* Executed "Loan Fraud Zero Tolerance Policy" Disclosure.</li> <li>* Article of Incorporation and copy of DBA filling.</li> <li>* Executed Corporate Resolution.</li> <li>* Current resume of all owners / officers.</li> <li>* Copies of applicable licenses for all state in which you conduct business.</li> <li>* Company's current Financial Statement. YTD P&amp;L and Balance Sheet.</li> <li>* Provide us copy of your company's Quality Control Plan.</li> <li>* Executed IRS form W-9.</li> </ul>		



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Tel: (626) 452-0583 Fax: (626) 452-9079

Web-Site: [www.brightenlending.com](http://www.brightenlending.com)

e-mail: [info@brightenlending.com](mailto:info@brightenlending.com)

## LOAN BROKERAGE AGREEMENT

The parties are \_\_\_\_\_, duly organized and existing under the laws of State of \_\_\_\_\_. (Hereinafter “Broker”), with offices located at: \_\_\_\_\_ and **Brighten Lending** (hereinafter “Lender”) with offices located at: **11100 Valley Blvd. #218, El Monte, CA 91731**, hereby enter into this Loan Brokerage Agreement.

WHEREAS. Broker is engaged in the business of assisting third parties in obtaining loans from lenders for the purpose of financing the purchase or refinance of improved real property and Lender, among other activities, extends credit in the form of loans to qualified applicants.

WHEREAS. Broker desires to originate and submit certain loans to Lender, and Lender desires to evaluate such loans for possible funding by Lender.

WHEREFORE. For mutual consideration the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. All references in this Agreement to “loans” shall refer to those loans, which Broker has submitted to Lender for evaluation. Unless made as to a specific date, all representations and warranties as to any loan shall be true and correct as if made both on the date the loan is submitted for evaluation and on the date (if any) on which the loan is closed. All loans brokered shall be on an individual basis, and shall be subject to Lender’s approval. All warranties hereunder shall survive the closing of the loans. With respect to all loans. Broker represents and warrants to Lender and Lender’s successors and assigns, that:

a) All loans have been and will be originated, processed, and delivered in accordance with all terms-and conditions of this Agreement and all policies, procedures and underwriting standards which may be promulgated by Lender from time to time. All loans fully comply with applicable laws and governmental regulations, including, without limitation, usury, administrative rules and regulation of the Equal Credit Opportunity Act, the Truth in Lending Act, the Fair Credit reporting Act, the Real Estate Settlement Procedures Act, the Federal Fair Housing Act, and the National Flood Insurance Act. Lender shall have no obligation or liability to Broker for any refusal to make a loan applied for or for any delay in processing an application. All such loan application(s) shall be governed entirely by the requirement of Lender. Applications may be accepted by lender for principals and employees of Broker; however, Lender must process the loan.

- b) There has been no impairment of the collateral securing the loan.
- c) There are no defenses, counterclaims, or right of setoff affecting any loan. Each loan is free and clear of all claims encumbrances or illegalities of any type relating or origination.
- d) The improvements now existing or hereafter erected on the property encumbered by the loans will be insured as a minimum against fire with “extended coverage” (and flood insurance where required by law or regulation) in an amount at least equal to the outstanding principal balance or full replacement value of the improvements. Said insurance is without coinsurance or average clause provisions or any other provision that would allow the insurer to provide coverage on each property at less than the full face value of the policy and contains a standard mortgagee “B” general policyholder’s rating and a financial size category of “III” in Best’s Key Rating Guide.
- e) All improvements on each mortgaged property conform to all local and county zoning ordinances so as to permit occupancy thereof as a one-to-four family residence. If the mortgagor or trustee is the first user of the property, then all permits and certificate for use and occupancy thereof have been obtained. If required by law or regulation, all environmental permits have been secured, and the property is in compliance with all applicable environmental laws and regulations.
- f) Broker is duly organized, in good standing, qualified and authorized to do business in the jurisdiction where the mortgaged premises are located, and has complied with all applicable registration and licensing requirements. Broker understands that Lender is relying on Broker’s assurance of its full compliance with all disclosure and other requirements imposed by any law which regulates the practice of mortgage bankers or mortgage brokers, including without limitation, the laws set forth in subparagraph 1(a) of this Agreement. Such assurance is an inducement to Lender’s entering into this Agreement. Broker hereby assumes liability for compliance with all mortgage brokerage or other applicable laws, and will indemnify, defend and hold Lender harmless against any claims brought by any party as a result of Broker’s alleged noncompliance with such laws or regulations. If Broker is an insured depository institution, it meets all capital requirements imposed by any agency.
- g) Broker has taken all action, including a resolution by its Board of Directors, if necessary, to permit Broker to enter into this Agreement or any other agreement or transaction contemplated herein, and the same is valid and binding upon the Broker. Lender may conclusively assume that every obligation, contract, instrument, act or thing done and executed by any person purportedly on behalf of Broker, has been so executed or done in an official capacity as the agent or officer for the Broker.
- h) Each loan shall be insured by title insurance issues by a title company approved by Lender in an amount at least equal to the outstanding principal balance of the loan, the title insurance policy shall be subject only to such encumbrances as are acceptable to Lender.
- i) Broker is knowledgeable about Lender’s underwriting procedures and maintains proper procedures for implementing changes in Lender’s requirements as necessary.

j) Broker shall promptly deliver to Lender all original instruments obtained or prepared by Broker in connection with each loan, including but not limited to, original verifications, credit reports, loan applications, closing statements, appraisals prepared in accordance with Lender's standards and evidence of receipt by mortgagor of disclosure statements and such other documents as Lender shall require. All documents delivered to Lender which are not originals, are certified to be true and accurate copies.

k) Broker shall submit individual loan files to Lender for underwriting review. If approved by Lender, the rate, and fees with which Broker "locks in" the loans shall comply with the confirmation, All pricing of loans including rates, fees and margins shall be done according to Lender's then current published policy and guidelines.

l) Broker shall not accept any fee from Lender if it is otherwise involved in the sale of the subject property or is receiving any other fee in connection with the sale.

2. Within five (5) business days of Broker's receipt of written demand by Lender or Lender's assignee, Broker shall repurchase from Lender, at the repurchase price set forth herein, any loan with respect to which broker or Broker's agent as determined by Lender, has committed fraud in the origination or closing of such loan.

3. In the event Broker repurchases a loan from Lender, the price shall be the amount equal to the purchase paid to Broker by Lenders less any repayment of principal received, at one hundred percent (100%) of par plus accrued interest, plus any penalty assessed against Lender as a result of the repurchase transaction, and any servicing release premiums which have been paid to Broker.

4. Broker shall keep and maintain all of its books and records relating to sold loans, and the same shall be available to Lender, the Office of Thrift Supervision or Federal Home Loan Bank at any time, upon three (3) business days notice during business hours, for examination and audit.

5. Broker is aware that Lender may sell to investors under the representation and warranty, that the loan will not be solicited for the purpose of refinancing by the Lender.

6. Either party may terminate this Agreement at any time. Lender shall close all loans for which commitments have been issued proper to receipt of notice of termination. Lender also shall underwrite any loan for which a completed application has been submitted by Broker. Lender shall not be required to fund such "committed" loan, or to underwrite any loans if Lender determines that Broker has breached any term of this Agreement. For this purpose, Broker shall be deemed to have breached this Agreement if any of the following shall occur:

a) Any document or paper delivered hereunder shall prove to have been incorrect in any material respect.

b) There has been a substantial reduction on Broker's net worth, as determined solely by Lender.

- c) Broker fails to provide Lender with current financial or licensing information or such other relevant information as Lender may require within 30 days of such request by Lender or Broker has failed to provide information pursuant to paragraph 14 of this Agreement.
- d) Broker is adjudged bankrupt or insolvent by a court of competent jurisdiction, or a receiver, liquidator or trustee is appointed for all or substantially all of Broker's property, or a petition is filed against Broker for its reorganization and is approved.
- e) Broker institutes proceedings for voluntary bankruptcy or files a petition seeking reorganization, files under any debtor's relief law, consents to the appointment of all receiver of all or substantially all of its property, makes a general assignment for the benefit of its creditors, or admits in writing its inability to pay its debts generally as they become due.
- f) Broker's license is suspended or revoked by the authorities in a jurisdiction in which Broker operates.
- g) Broker otherwise becomes incapacitated by operation of law or fact from fully performing its duties pursuant to the terms of this Agreement.
- h) Broker, without Lender's consent, purchases, merges with or consolidates into another corporation, sells or otherwise disposes of all or substantially all of its property and assets or permits any change to occur in the stock ownership of the company which would transfer effective voting control from the persons now exercising such control to other.
- i) Any representation or warranty shall at any time prove to have been incorrect or misleading in any material respect when made.
- j) Broker defaults in the performance of any other term, covenant, or condition contained in this Agreement.

7. Failure or delay on the part of the Lender to audit any loan or to exercise any right provided for herein shall not act as a waiver of any rights hereunder, nor shall any single or partial exercise of any right by Lender preclude any other or further exercise thereof. Remedies herein shall be cumulative and nonexclusive of each other. No term or provision of this Agreement shall be deemed to have been waived, modified or amended, unless such waiver, modification or amendment is in writing and signed by both parties, except as provided in paragraph II hereof,

8. Neither Broker nor its agents or employees shall be deemed or held out to be the employees or agents of Lender or entitled to any benefits of employment provided to employees of Lender. Broker shall take all measures necessary to insure that Broker's status be that of an independent contractor, operating as a separate and independent entity with sole control over its business affairs.

9. This Agreement shall not be binding on Lender until Lender's acceptable of it by an officer of Lender in one of its offices.

10. Broker acknowledges that no representations, agreements or promises have been made to Broker by Lender or any of its employees other than those representations, agreements or promises specifically contained herein. This Agreement may be amended from time to time as set forth herein. This Agreement sets forth the entire understanding between the parties and shall be binding upon all successors of both parties.

11. Broker acknowledges and agrees that Lender may, from time to time, make changes, additions or modifications to its policies, procedures and underwriting standards or its Broker's guide and that such changes, additions or modifications shall be binding upon Broker immediately upon receipt of it to the same extent as if expressly contained in this Agreement.

12. Broker understands that Lender uses the form of this Agreement in its multi-state program called the "Loan Brokerage Program". This Agreement shall be governed by the laws of the State of California, The parties agree that venue shall be proper in the Court located in Los Angeles County, California.

13. IN THE EVENT OF ANY LITIGATION IN CONNECTION WITH THIS AGREEMENT, THE PARTIES MUTUALLY WAIVE ALL RIGHTS TO A TRIAL BY JURY and each agrees not to assert any counterclaim of any nature in such litigation which is unrelated to the Agreement. Service of process may be made by mailing a copy of the summons to a party at the address appearing at the top of this Agreement. In the event that either party should initiate litigation with respect to this Agreement, the prevailing party shall be entitled to recover all costs and expenses, including reasonable attorney's fees.

14. Broker shall provide Lender with evidence of its current financial condition at least annually, shall provide evidence of its license renewal, suspension or termination, shall notify Lender of any significant changes in its ownership, management or personnel or any other relevant aspects of its operation, and shall provide Lender with such other information as Lender shall request from time to time. Failure to provide such information when requested by Lender shall be deemed a breach of this Agreement by Broker and may result in its termination by Lender

IN WITNESS WHEREOF the parties have set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**LENDER:**

**BROKER:**

Brighten Lending

\_\_\_\_\_

BY: Calvin Chao

BY: \_\_\_\_\_

Sign: \_\_\_\_\_

Sign: \_\_\_\_\_

ITS: President (seal)

ITS: \_\_\_\_\_ (seal)

## **LOAN FRAUD ZERO TOLERANCE POLICY**

It is the policy and intent of Brighten Lending to support the eradication of loan fraud within the residential lending marketplace.

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, bank deposits, asset information; or personal information including identity, ownership /non-ownership of real property, etc...

Forgery and/or misrepresentation of partially and/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 divulges all information required by the application and failure to request further information as dictated by Borrowers response to other questions.

Acceptance of information and/or documentation which is known or suspected to be inaccurate and/or acceptance of information which should be known to be and/or suspected to be inaccurate. This includes:

- A. Simultaneous or the 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.
- C. Failure of the broker to disclose any relevant or pertinent Information.

#### **CONSEQUENCES OE LOAN FRAUD**

The consequences of residential loan fraud are far reaching and expensive. Brighten Lending warrants the quality of our loan production to our investors. Fraudulent loans may not be sold in the secondary market for home mortgages. If a loan is discovered to be fraudulent after its sale, Brighten Lending could be obligated to repurchase the loan from our investor. Fraudulent loans harm our reputation, strain our relationships with our investors, and mortgage insurance carriers.

The consequences to those who participate in loan fraud are even more severe. Following is a list

of a few of the repercussions that may be experienced:

**To the Broker**

1. Criminal prosecution which may result in possible fines and/or imprisonment.
2. Revocation of broker's license.
3. Inability to access lenders caused by the exchange of legally permissible information between lender; mortgage insurance companies; FNMA, FHLMC, and other investors; police agencies; and state and federal regulatory agencies.
4. Civil action by Brighten Lending.
5. Civil action by applicant (borrower) and/or parties in the transaction.
6. Loss of approved broker or correspondent status with Brighten Lending.

**To the Borrower**

1. Acceleration of debt (FNMA, FHLMC Deed of Trust, revised 9/90). Item #6 states: *"Borrower shall be in default if Borrower, during the loan application process, gave materially false or inaccurate information of statements to lender (or tilted to provide lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the property as a principal residence. (NOTE: Foreclosure under this section of the Deed of Trust does not require Borrower to be in "payment default" - As such, the Borrower will not have the benefit of reinstatement. In order to cure the default, the Borrower must pay the loan off in full prior to the sale date of the property.*
2. Criminal prosecution which may result in possible fines and/or imprisonment.
3. Civil action by Brighten Lending.
4. Civil action by other parties to the transaction, such as seller, real estate agent/broker.
5. Termination of employment
6. Forfeiture of any professional license.
7. Adverse, long-term effect on Credit history.

I/We have read the foregoing and I understand and accept Brighten Lending policy on loan fraud.

**SIGNATURE OF BROKER OF RECORD      SIGNATURE OF PRINCIPAL OFFICER**

\_\_\_\_\_  
By: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_

## ADDENDUM TO BRIGHTEN LENDING CORRESPONDENT BROKER AGREEMENT

Effective March 1, 2006, the following terms are incorporated into and become a part of the Brighten Lending Correspondent Broker Agreement (the "Agreement") between you ("Broker") and Brighten Lending. Broker's submission of any Loan Package to Brighten Lending for processing on or after such date shall be deemed Broker's assent to the incorporation of said terms into the Agreement and such terms shall be applicable to all Broker submitted Loan Packages to Brighten Lending for processing on or after such date.

### **Early Payoff Policy**

A violation of Brighten Lending's Early Payoff Policy ("EPP") occurs when a loan is sold to or funded by broker or lender, or a non-brokered refinance, and that loan pays off within **150 days**. Payoff within **150 days** resulting from refinance by the original broker/lender originator, refinance by another broker or lender, or a non-brokered refinance, will be considered to be in violation of the EPP.

### **Remedies for Violations of the Early Payoff Policy**

On all mortgage loans sold to or funded by Brighten Lending that payoff within **150 days** of the funding by the final investor, Brighten Lending may require Broker to repay all monies and paid to Broker by Brighten Lending Wholesale Division, including the premium price or service release premium. No portion of the repayment of any premium price and/or service release premium may be charged back to any borrower by Broker. Brighten Lending will issue to Broker a billing statement each month detailing any violations of the EPP and the required reimbursement amount. Payment to Brighten Lending in full of any reimbursement amount owed by Broker will be required immediately upon Broker's receipt of a billing statement reflecting a reimbursement amount due to Brighten Lending. Brighten Lending may, in its sole discretion, take an offset against any monies due from Brighten Lending to Broker for any reimbursement amount due from Broker to Brighten Lending as a result of any violation of the EPP. Brighten Lending will continue to monitor the EPP speeds of Broker for loans that payoff after **150 days**. Should Brighten Lending determine that Broker's EPP history constitutes "churning" of loans, Brighten Lending may, in its sole discretion, take such action as may reasonably be necessary in order to eliminate such "churning" activity on the part of Broker, including without limitation, restricting the maximum amount of compensation which may be paid to Broker on refinance transactions. Brighten Lending may, in its sole discretion, implement such additional policies and procedures in the future as may be necessary or appropriate to further address early payoff issues.

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**Broker of Record Signature**





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## **ADDENDUM TO LOAN BROKER AGREEMENT FOR GOVERNMENT LOANS**

This Government Loan Addendum (“Addendum”) is attached to and incorporated in that certain Loan Broker Agreement and all other addendum attached hereto (collectively, with this Addendum, the “Agreement”) between the under signed Broker/Seller and BRIGHTEN LENDING. In addition to the terms and provisions of the Agreement, the following additional provisions apply to FHA loans and VA loans:

### **1. TERMS OF ENGAGEMENT:**

1.1. (  ) **Loan Correspondent (Check if applicable).** Broker/Seller is hereby engaged by BRIGHTEN LENDING as a Department of Housing and Urban Development Loan Correspondent to act and operate pursuant to the provisions of this Agreement and under the sponsorship of BRIGHTEN LENDING in accordance with 24 CFR Section 202.15 of the regulations of the Department of Housing and Urban Development. Broker/Seller hereby accepts the foregoing engagement and hereby represents to BRIGHTEN LENDING that the Broker/Seller has been approved as a correspondent, as aforementioned, by the Secretary of the Department of Housing and Urban Development and meets and complies with all of the eligibility standards and requirements of the aforementioned regulation.

1.2. (  ) **VA Loan Agent (Check if applicable).** Broker/Seller is hereby engaged to act as a Lender/Agent of BRIGHTEN LENDING with respect to the origination and closing of VA guaranteed loans pursuant to 38 CFR Section 36.4348 (b)(9) of the regulations of the Department of Veteran’s Affairs and in accordance with the Agreement. Broker/Seller hereby accepts the engagement and agrees to perform its duties and obligations in connection therewith in strict conformity with the provisions of this Agreement and the rules and regulations of the Department of Veteran’s Affairs.

1.3. **Product Types.** Broker/Seller’s engagement as a Loan Correspondent and/or Agent in accordance with the provisions of this Addendum shall be limited to loans secured by single family residential dwelling units (including residential condominiums and planned units developments), which are insured or guaranteed under the provisions under the National Housing Act of 1934, as amended, and the Servicemen’s Readjustment Act of 1944, as amended (collectively, “Eligible Loans”). The Eligible Loans shall be also subject to other limitations prescribed by applicable federal laws, rules, regulations and guidelines.

## **2.SPECIFIED DUTIES OF BROKER/SELLER.**

**2.1. FHA Loans .** As a HUD correspondent under the sponsorship of BRIGHTEN LENDING, but subject to the terms and provisions of this Addendum, Broker/Seller shall solicit Loan Application for, process and cause to be documented, closed, funded and sold to BRIGHTEN LENDING, eligible FHA loans. Broker/Seller shall undertake all such activities in strict conformance with the provisions of this Addendum, the rules and regulation of the Department of Housing and Urban Development and applicable law. All loan closings shall be undertaken by table funding or concurrent assignment procedures pursuant to which, upon closing, FHA Loans shall be concurrently assigned to BRIGHTEN LENDING by Broker/Seller and shall be funded with the proceeds made available for the purchase of such Loans by BRIGHTEN LENDING to Broker/Seller through loan and sale escrows approved by BRIGHTEN LENDING.

**2.2. VA Guaranteed Loans .** In the event that Broker/Seller acts as an agent of BRIGHTEN LENDING with respect to VA Loans, Broker/Seller shall solicit Applications for, originate, process, package and transmit to BRIGHTEN LENDING for underwriting, closing and funding, applicable Loan documents and credit and underwriting information. Broker/Seller shall undertake all such activities in accordance with regulations and rules of the VA, other applicable law and the policies and procedures of BRIGHTEN LENDING.

**2.3. Eligibility.** Each FHA Loan and VA Loan originated, produced, processed, and closed pursuant to this Agreement shall be fully eligible for FHA insurance or VA guarantee, as the case may be, and there shall not exist any event, fact or circumstance with can provide a basis to defense against any such insurance or guarantee coverage or grounds for withdrawal or termination of the same.

## **3. LOAN APPROVAL, PRICING AND DELIVERY.**

**3.1. Underwriting of Loans .** Broker/Seller shall separately screen applicants for the purpose of making a preliminary determination as to their eligibility for the FHA Loan or VA Loan, as the case may be, in accordance with both applicable eligibility requirements of the FHA or VA, as the case may be, and the underwriting standards and criteria of BRIGHTEN LENDING. However, notwithstanding any determination by Broker/Seller of a borrower/applicant's eligibility, as aforesaid, Broker/Seller shall have not authority to, and shall not, agree or otherwise commit to any borrower/applicant to provide any requested financing unless and until BRIGHTEN LENDING has given Loan approval.

**3.2. Loan Approval.** Broker/Seller shall lock in Loan applicants/borrowers with BRIGHTEN LENDING in accordance with procedures from time to time established by BRIGHTEN LENDING in its sole and absolute discretion. Loan approvals and commitments shall be undertaken by such procedures as may from time to time be established by BRIGHTEN LENDING it its sole and absolute discretion.

**3.3. Loan File - Documentation.** All loan documentation to be prepared, compiled, assembled and delivered by Broker/Seller to BRIGHTEN LENDING shall conform to the requirements of the FHA and VA, applicable law and such other documentation requirements developed by BRIGHTEN LENDING. In the event that Broker/Seller uses a documentation service or an attorney for preparation of Loan documents, the documentation service or attorney shall be subject to the prior approval of BRIGHTEN LENDING, provided, however, that in lieu of obtaining BRIGHTEN LENDING's prior approval, the documentation service or attorney may submit to BRIGHTEN LENDING a representation and warranties letter in a format acceptable to BRIGHTEN LENDING, and evidence that such documentation service or attorney has in place sufficient errors and omissions insurance in an amount and with a carrier satisfactory to BRIGHTEN LENDING.

**3.4. Loan Pricing .** All loan and origination fees and related charges to be imposed upon a borrower/applicant by Broker/Seller shall conform to applicable law and except for direct charges for costs to outside providers of services such as appraisers, credit reporting agencies, tax services, documentation preparation services, loan and sale escrows, recording fees, documentary recording and transfer taxes, premiums for title and other insurance, shall be subject to the fee and pricing limitations established from time to time by BRIGHTEN LENDING in its sole and absolute discretion. Except as expressly provided for in the Addendum with respect to Broker/Seller/s compensation, Broker/Seller shall receive no other compensation of any kind in connection with the origination, reproduction, funding and closing of any FHA Loan or VA Loan, including but without limitation, any form of kick back or rebate from any third party, any fees paid outside of loan escrow, or any form of gift, reward or financial benefit. In addition, Broker/Seller agrees that except with prior written disclosure to BRIGHTEN LENDING it shall not hold any interest, either directly or through the principal owners of Broker/Seller or through any members of their immediate family, in any other settlement service provider, including, without limitation, sales or loan escrows, real estate brokers, title insurance companies, building inspection firms, pest control operator, credit reporting agency, appraisal company or document preparation service.

BRIGHTEN LENDING

BROKER

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Its: \_\_\_\_\_

Its: \_\_\_\_\_



## Specific Instructions

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

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

**Sole proprietor.** You must enter your individual name as shown on your social security card. You may enter your business, trade, or "doing business as" name on the **business name** line.

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

### Part I—Taxpayer Identification Number (TIN)

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

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, using your EIN may result in unnecessary notices to the requester.

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

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5**, Application for a Social Security Card, from your local Social Security Administration office. Get **Form W-7**, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN or **Form SS-4**, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS's Internet Web Site at [www.irs.gov](http://www.irs.gov).

If you do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester. Other payments are subject to backup withholding.

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

### Part II—For Payees Exempt From Backup Withholding

Individuals (including sole proprietors) are **not** exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. For more information on exempt payees, see the separate Instructions for the Requester of Form W-9.

If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding. Enter your correct TIN in Part I, write "Exempt" in Part II, and sign and date the form.

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

### Part III—Certification

For a joint account, only the person whose TIN is shown in Part I should sign (when required).

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

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

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

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

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

### Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to give your correct TIN to

persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 31% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

## What Name and Number To Give the Requester

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

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

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

<sup>3</sup> You must show your individual name, but you may also enter your business or "doing business as" name. You may use either your SSN or EIN (if you have one).

<sup>4</sup> List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

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



## **Loan Flow Chart**

### **Step 1: File Submission by Broker (Please use our contact list for your Region)**

- Broker sends in file via fax
- Email and/or Upload file on web (Loan file must be in Calyx, Contour, and/or FNMA 3.2 format)
- Email Appraisal, if available

**\*FHA Files:** Please call NV underwriting office for overnight delivery instructions.

**\*Note:** Due to production increase. Brighten Lending will Need full processed file submission. Incomplete files will be suspend without any further action until all conditions were met.

### **Step 2: Loan Processing**

- Brighten Lending receives file via fax, email, or web
- Processors screen and register the loan submission
- Loan status to be available on the web within 24 hrs. of submission

### **Step 3: Incomplete Broker Package (If file is complete, skip Step 3 and go to Step 4)**

- Once all pre-qual items are in, the file proceeds to Pre-Underwriting
- Website to list missing items that are required for submission to Underwriting

### **Step 4: Complete Broker Package (If Approved or Countered, proceed to Step 5)**

- The file goes to Underwriting where loan is either Approved, Countered or Denied
- Daily loan submission log is available on the web

### **Step 5: Prior To Docs (PTDs)**

- The file goes to the Processor to gather conditions
- Processor will NOT submit conditions to Underwriting until ALL Prior-To-Docs (“PTD”) conditions are met
- Conditions are signed off by the Underwriter, assuming they are satisfactory upon review

### **Step 6: Locking the Loan**

- Broker submits signed Lock-In form indicating the desired interest rate & corresponding rebate

### **Step 7: Ordering Docs**

- Broker fills in his/her fees and provides title fees (Estimated-HUD-1 required)
- Upon receipt of the completed Doc Order form and Estimated-HUD-1, loan docs to be drawn and sent out via email to the Escrow company of the broker’s choice

### **Step 8: Prior To Funding (PTFs)**

- Signed loan docs are returned from Escrow and are reviewed by Funder
- Funder faxes PTF conditions to Escrow/Broker/Processor
- Processor gives file back to Underwriter to have Broker PTF's signed off once all PTF's are received

### **Step 9: Funding**

- File goes back to the Funder to finish Escrow PTF conditions and fund the loan

### **Step 10: Accounting**

- Broker check will be issue and overnited within 24 hours after receipt of Final HUD-1



11100 Valley Blvd. #218, El Monte, CA 91731

Tel: (626) 452-0583 Fax: (626) 452-9079

Web-Site: [www.brightenlending.com](http://www.brightenlending.com)

e-mail: [info@brightenlending.com](mailto:info@brightenlending.com)

## Stacking Order and Check List

- \_\_\_\_\_ Stacking Order and Check List
- \_\_\_\_\_ State Issued Picture I.D.
- \_\_\_\_\_ Brighten Lending's Loan Submission/Lock In/Doc. Order Form
- \_\_\_\_\_ AUS Finding First Page Only
- \_\_\_\_\_ Memo explaining facts of this file (if needed)
- \_\_\_\_\_ Type 1008 and 1003
- \_\_\_\_\_ Initial/Hand Written 1003
- \_\_\_\_\_ Credit Supplement and Explaining (if necessary)
- \_\_\_\_\_ Credit Report

### Employment and Income Documents (per AUS Finding)

- \_\_\_\_\_ VOEs, \_\_\_\_\_ Pay-Stubs, \_\_\_\_\_ W-2's, \_\_\_\_\_ Rental Agreement, \_\_\_\_\_ 1040,
- \_\_\_\_\_ 1120, \_\_\_\_\_ 1120S, \_\_\_\_\_ 1065, \_\_\_\_\_ CPA Letter,
- \_\_\_\_\_ Proof Self-Employee,
- \_\_\_\_\_ IRS Form \_\_\_\_\_ 4506 (both salary borrowers and self-employee)

### Asset Documents (per AUS Finding)

- \_\_\_\_\_ VODs, \_\_\_\_\_ Bank Statements, \_\_\_\_\_ Gift Letters,
- \_\_\_\_\_ Proof of Gift Deposit, \_\_\_\_\_ Cashier Checks for Gifts
- \_\_\_\_\_ Retirement Statement, \_\_\_\_\_ Stock / Mutual Fund Statement

### Collateral Documents

- \_\_\_\_\_ Contract of Sale, **or** \_\_\_\_\_ Escrow Amendment "For Sale By Owner"
- \_\_\_\_\_ Escrow Deposit Receipt and Escrow Instruction
- \_\_\_\_\_ Title Report (12 Months Chain of Title)
- \_\_\_\_\_ Condo Project Cert.(any FNMA comparable form or Brighten Lending's Form)
- \_\_\_\_\_ Appraisal Report (per AUS Finding) or \_\_\_\_\_ Appraisal Waiver (Cost \$50)

### Pre Disclosures

- \_\_\_\_\_ G.F.E. (California Form) \_\_\_\_\_ TIL
- \_\_\_\_\_ Borrowers' Certification & Authorization \_\_\_\_\_ ABA Disclosure
- \_\_\_\_\_ ECOA \_\_\_\_\_ Fair Lending Notice
- \_\_\_\_\_ Mortgage Broker Fee Disclosure \_\_\_\_\_ Patriot Act Form
- \_\_\_\_\_ Right to Receive Appraisal Report
- \_\_\_\_\_ California Credit Score Notice
- \_\_\_\_\_ Servicing Transfer Disclosure

**\*\*\* No Copy Package Needed!!!**



11100 Valley Blvd. #218, El Monte, CA 91731 \*\*\* Tel: (626) 452-0583 Fax: (626) 452-9079

Submission/Lock-In/Doc. Order Form AE: \_\_\_\_\_

<b>Broker:</b>		<b>Contact Person:</b>	
<b>Address:</b>			
<b>Phone:</b>	<b>Fax:</b>	<b>e-Mail:</b>	

<b>Borrower:</b>	<b>Property address:.</b>
<b>Co-Borrower:</b>	<b>County of:</b>

<b>Program:</b>		<b>Loan No.:</b>	
<b>Note rate:</b> %	<b>Margin:</b> %	<b>Life Cap:</b> %	
<b>Loan Amount: \$</b>		<b>Sales Price: \$</b>	
<b>Appraisal Value: \$</b>			
<b>LTV:</b> %	<b>CLTV:</b> %	<b>Front Ratio:</b> %	<b>Back Ratio:</b> %

<b>Term:</b> Months	<b>Occupancy</b>	<b>Loan Type</b>
<b>Property type:</b>		<b>Loan Purpose:</b>
<b>Document Type:</b> <input type="checkbox"/> Full Doc <input type="checkbox"/> SIVA <input type="checkbox"/> No Ratio <input type="checkbox"/> Fast & Easy <input type="checkbox"/> NI/NA		

**Lock-In Request Pre-Pay ( ) Yes ( ) No; ( ) Soft ( ) Hard; ( ) Years.**

\*\*\* All Lock Requests Require Phone Verification with Secondary Market, Please call in. Thanks!!!\*\*\*

<b>Program as submitted:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>Advance Lock:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>Impound:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Lock Days:</b>	<b>Lock Rate:</b> %	<b>Discount Point:</b> %
		<b>Rebate:</b> %
<b>Lock By:</b>		<b>Sign:</b>

**Confirmation from Brighten Lending**

<b>Lock Received On:</b>	<b>Received By:</b>	<b>Expired On:</b>
<b>Is File In?:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>If No, File Must Be In By:</b>	<b>Need PTDs?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Authorized By:</b>		<b>Sign:</b>
<b>Verified By:</b>		<b>Sign:</b>

**To Order Doc, Complete this Section, Sign & Return to us**

<b>Loan Amount: \$</b>	<b>Lock at:</b> %	<b>For:</b> Months	<b>Impound:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No
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<u>Broker's Fees</u>		<u>Estimated Lender Fees</u>	
<b>Points to Brighten Lending:</b>	= \$	<b>Administration:</b>	\$ 800.00
<b>Points to Broker:</b>	= \$	<b>Tax Service:</b>	\$ 75.00
<b>Rebate to Broker:</b>	= \$	<b>Funding/Wire Transfer:</b>	\$ 50.00
<b>Appraisal Fee: (Due/Paid)</b>	= \$	<b>Flood Cert.:</b>	\$ 25.00
<b>Application Fee:</b>	= \$	<b>Re-Draw Doc. Fee:</b>	\$ 125.00
<b>Processing Fee:</b>	= \$	<b>e-Mail Loan Doc Fee:</b>	\$ 25.00
<b>Other:</b>	= \$	<b>Appraisal Review: (Desk/Field)</b>	\$
<b>Other:</b>	= \$	<b>Courier:</b>	\$
<b>Other:</b>	= \$	<b>Other:</b>	\$
<b>Total Due to Broker:</b>	= \$	<b>Total:</b>	\$

<b>Sent Doc To:</b>	<b>Order By (Print):</b>
	<b>Signature:</b>
<b>Attn:</b>	
<b>Phone: ( )</b>	<b>Date &amp; Time Fax out:</b>

## Contact List

	<b>All States and California</b>	<b>Nevada</b>
<b>Address</b>	11100 Valley Blvd. #218 El Monte, CA 91731	6771 W Charleston Blvd. #B Las Vegas, NV 89146
<b>Phone</b>	626-452-0583	702-258-2741
<b>Fax</b>	626-452-9079	702-259-6450
<b>Submission Fax</b>	626-452-9079	702-968-8653
<b>AL Submission Fax</b>	334-539-3088	

## e-Mail

<b>Submission</b>	<a href="mailto:UW@BrightenLending.com">UW@BrightenLending.com</a>	<a href="mailto:FHA.UW@BrightenLending.com">FHA.UW@BrightenLending.com</a>
<b>Appraisal</b>	<a href="mailto:Appraisal@BrightenLending.com">Appraisal@BrightenLending.com</a>	<a href="mailto:Appraisal@BrightenLending.com">Appraisal@BrightenLending.com</a>

## Department Contact List

<b>Underwriting</b>	Sean	626-452-0583 * 209	Linda	702-258-2741
<b>Processing</b>	Juana	626-452-0583 * 212	Tara	702-258-2741
<b>Loan Documents</b>	Sean	626-452-0583 * 209	Lana	702-258-2741
<b>Funding</b>	Sandy	626-452-0583 * 210	Lana	702-258-2741
<b>Accounting</b>	Jessica	626-452-0583 * 289	Jessica	626-452-0583 * 289
<b>Account Executives</b>	Anil	626-757-5714	James	702-376-7536
	Carlos	626-780-2121		
	Paula	818-644-9180		
	Jim	205-789-2534		

