



APPLICATION SUBMISSION CHECKLIST

Initial Approval

To become approved, please submit a completed Broker Application with all items on the following checklist included. The Minimum Approval Standards are:

- Submission and approval of all required Broker Application documentation.
- Broker (principal of Company/Broker) must have at least five years of experience in mortgage lending.
- Minimum tangible net worth of \$25,000.
- No pending litigation.

Complete and sign your Broker Application and Agreement. Review the Application Submission Checklist below. For each item that applies to your business, please provide the documentation or information requested. Please note that only complete applications will be processed. For questions, please contact your Calliance Realty Fund, LLC Account Executive at (415) 288-9575 or loans@calliance.com .	
<input type="checkbox"/>	Authorization/Release/Resolution – Each Principal/Owner of the Company/Broker (with 10% or more ownership) must sign the document
<input type="checkbox"/>	Wholesale Broker Agreement – Complete and sign the agreement. Agreement must be fully executed with no changes and dated. NOTE: The signature page must be signed by the Company Representative identified in the Authorization/Release/Resolution
<input type="checkbox"/>	Compensation Addendum to the Wholesale Broker Agreement – Complete and sign the addendum. NOTE: The signature page must be signed by the Company Representative identified in the Authorization/Release/Resolution
<input type="checkbox"/>	Company/Broker Information, Company/Broker Affiliated Business Disclosure, and User Access Request Form – Complete and sign each of these documents
<input type="checkbox"/>	Limited Power of Attorney – Complete, sign and <u>notarize</u> this document
<input type="checkbox"/>	Anti-Money Laundering (AML) Program Attestation - Complete and sign this document.
<input type="checkbox"/>	Resumes for Principals, Owners and Key Employees - Please provide a resume for each principal owner, majority stockholder (persons with 10% or more of the corporate stock issued) and key staff members whose experience and knowledge is relied upon to run daily operations of your loan brokerage business.
<input type="checkbox"/>	Current Financial Statements – Include copies of your most recent financial statements (P&L and Balance Sheets) covering a two year period, certified by a Principal or Chief Financial Officer.
<input type="checkbox"/>	Articles of Incorporation/Organization or Operating Agreement – Include copies of your current articles of incorporation, organization or operating agreement. Also provide a copy of each current state license, including all branch licenses. If a broker's license is not required by your state, please include a business license.
<input type="checkbox"/>	Errors & Omissions and Fidelity Bond Insurance – If you have a current E&O policy or a fidelity bond in effect, please provide a photocopy of the policy or bond declaration page. Include the name, address and phone number of the issuing insurance company and your agent.
<input type="checkbox"/>	Quality Control Plan – Include a copy of your Company/Broker's quality control plan and HUD approval if applicable; also include a copy of your Appraiser Independence Policy for your Company/Broker – place on letterhead for review and acceptance.
<input type="checkbox"/>	W-9 Request for Taxpayer ID Number – Complete the enclosed W-9 with all required information, sign, and indicate how the company is taxed by the IRS (Corporation/S-Corp/Sole Proprietorship/Partnership).
<input type="checkbox"/>	Miscellaneous Documents/Exception Letters If you are a corporation and doing business under a different name than your registered corporate name, provide a copy of your d.b.a. filing. Names must match your Application and license.

YOUR ACCOUNT EXECUTIVE IS:



AUTHORIZATION/RELEASE/RESOLUTION

The undersigned are all of the Principals/Owners holding a ten percent (10%) or more ownership interest in the of the Company/Broker named below (the "Applicant"). The undersigned hereby certifies to Calliance Realty Fund, LLC ("CRF") and its successors and assigns that information and all accompanying documents in connection with this Application are true and complete. The undersigned hereby authorizes CRF to obtain verification of any information or documentation provided in connection with this Application from any source (including, but not limited to both business and personal credit reports through a credit reporting agency chosen by CRF, or character or credit references provided by Applicant or any owner, principal, officer, employee, member partner or representative of Applicant). Applicant hereby releases and holds harmless CRF, Comergence Compliance, and any third party vendor assisting with verification of information or documentation provided, form and against all liability for claims, damages, losses costs and expenses of any kind whatsoever that may arise from such verification efforts or the use or reporting of any information obtained in the course of such verification efforts. The undersigned hereby certifies that the Company/Broker named below is duly organized and existing, that it is empowered/licensed to transact the business by this authorization defined, and that no limitation has been imposed upon such powers by the by-laws or otherwise, and further. CRF may rely upon any certification given in accordance with this Authorization, as continuing fully effective unless and until CRF shall receive due written notice of a change in or recession of the authority so evidenced and dispatched.

PURSUANT TO A RESOLUTION BY THE BOARD OF DIRECTORS OF OR PARTNERS OF

Company/Broker Name: _____

I, _____,
 Witnessing Officer's Name Title of Witnessing Officer

do hereby certify that _____ as the _____ is authorized, pursuant to
 Company Representative Company Representative's Title

the Company's governing authority granted on _____, 20____ to enter into contracts to facilitate the business of the Company/Broker, may delegate authority as appropriate and is empowered to execute documents binding the Company/Broker with regard to the sale of mortgage loans to Calliance Realty Fund, LLC.

Witness my hand and corporate seal on the _____ day of _____, 20____

Signed By: _____
 Witness Officer's Signature

****Please note, the "Company's Representative" identified above must execute the Calliance Realty Fund, LLC Wholesale Broker Agreement and the Compensation Addendum to the Wholesale Broker Agreement.**

PRINCIPALS/OWNERS OF THE COMPANY/BROKER ARE AS FOLLOWS (Ownership of 10% or more):

NAME OF PRINCIPAL	DATE	SIGNATURE	SSN



WHOLESALE BROKER AGREEMENT

This Wholesale Broker Agreement (hereinafter "Agreement") is entered into this _____ day of _____, 20____, by and between Calliance Realty Fund, LLC ("CRF"), having its principal place of business at 900 Mission Ave., Suite B, San Rafael, CA 94901 and _____ ("Broker"), having its principal place of business at _____.

RECITALS

Whereas, Broker is in the business of originating one-to-four family residential mortgage loans for brokering to wholesale lenders.

Whereas, from time to time, Broker may submit to CRF for underwriting and funding by CRF, single family first and second lien mortgage loans that meet the wholesale Broker program requirements for those mortgage loan programs offered by CRF.

Whereas, Broker agrees to submit such loans to CRF, and CRF agrees to underwrite, approve and fund such loans, in accordance with and subject to the terms, conditions and warranties herein provided.

Now, therefore, in consideration of the mutual covenants made herein and for other good and valuable consideration, the parties agree as follows:

ARTICLE 1

GENERAL

1.1 Definitions

- (a) "Loan" means one-to-four, single family, residential first and second lien mortgage loan(s).
- (b) "Applicant" means the consumer(s) applying for a Loan.
- (c) "Broker" means an entity that submits a Mortgage Loan Package to CRF for underwriting and funding.
- (d) "Mortgage Loan Package" means, without limitation, the Applicant's Loan application and all the documents, information and reports necessary and required by CRF to determine both an Applicant's eligibility for and ability to repay a Loan prior to making a decision whether to approve a Loan and any documents, information and reports necessary for CRF to fund a Loan in accordance with CRF's then existing Wholesale Broker program requirements, as may be amended from time to time.
- (e) "Wholesale Broker program requirements" means, without limitation, the terms, conditions, guidelines, policies, procedures, pricing information, secondary market standards or any other requirements of CRF (as amended from time to time) in determining whether to accept, approve, underwrite or fund a Loan, that are in effect at the time each Mortgage Loan Package is submitted to CRF.
- (f) "Applicable Law" means, without limitation, any federal, state or local law, rule, act, regulations and interpreting comments, opinions or rulings, as amended, including without limitation, applicable law for any governmental body or agency granting a license or authority to originate Loans, and applicable loan program guidelines as amended from time to time, whether issued by a government agency, quasi-governmental agency, GSE, investor, or CRF.

1.2 Broker Responsibilities

With respect to each Loan submitted by Broker to CRF for underwriting, approval, funding or purchase, Broker shall furnish to CRF, at Broker's expense, such credit data, financial statements, appraisals, real estate information and such additional items as CRF may from time to time require prior to making a decision on whether to fund a Loan. Further, Broker agrees to perform such other functions as CRF may require from time to time, including:



Undertake all personal interviews with Applicant and assist Applicant in filling out the Loan application(s);

- a) Have and maintain ongoing contact with Applicant from the time of application until closing;
- b) Educate and assist Applicant in understanding the home buying and financing process, discuss the different types of loan products available, explain the qualification and eligibility requirements for each product, and demonstrate how closing costs and monthly payments may vary under each product;
- c) Timely deliver to Applicant a good faith estimate meeting the requirements of the Real Estate Settlement Procedures Act ("RESPA") and any applicable state law;
- d) Provide to Applicant such additional disclosures as are required to be provided by Broker, CRF or Applicable Law including, without limitation, disclosures required by CRF or Applicable Law in connection with fees and charges, including mortgage insurance and broker compensation, disclosures required by federal, state or local truth-in-lending laws, disclosures required by applicable law that govern and regulate mortgage broker conduct and disclosures related to the risks of certain loans to Applicant;
- e) Gather all information and documentation needed to complete the Loan application including applicable information required by Applicable Law;
- f) Collect and analyze financial information and related documents and assist Applicant in determining the mortgage that Applicant can afford;
- g) Assist Applicant in identifying potential credit problems and obtaining letters of explanation;
- h) Keep Applicant apprised of the status of Applicant's application and communicate any changes in the Loan terms within a reasonable timeframe and in compliance with Applicable Laws;
- i) Maintain regular contact with Applicant, real estate agents and CRF, as needed from time of application to closing;
- j) Order the property appraisal in compliance with Appraisal Independence Requirements (AIR) and federal loan program guidelines (as applicable);
- k) Participate in the Loan closing, if applicable; and
- l) Perform any other service as CRF may from time to time reasonably request

1.3 Mortgage Loan Packages.

Broker shall be responsible for the accurate preparation and execution of a complete Mortgage Loan Package on each Loan request submitted to CRF for underwriting and funding. Each Mortgage Loan Package shall include, but is not limited to, those items listed below:

- a) Completed Loan application (Form 1003) signed by Applicant and all disclosures as required by Applicable Law;
- b) Supporting credit information;
- c) All supporting documentation required by the applicable loan program, including, without limitation, verifications of credit, employment, deposits and mortgage payment history, and financial statements;
- d) Copies of all disclosures and information required to be provided to Applicant by this Agreement, the applicable loan program or Applicable Law, including timely re-disclosure as required by Applicable Law;
- e) All other supporting information necessary to substantiate borrower's qualifications for the Loan;
- f) Such other documents as CRF may from time to time reasonably request.

1.4 Licenses, Fidelity Bond, Errors and Omissions Insurance Policy and Surety Bond.

Broker shall annually provide to CRF copies of its licenses and qualifications to conduct business in each state for which Broker originates Loans, updated financial statements, and proof of any errors and omissions insurance or bond coverage as may be required by CRF.

ARTICLE 2

UNDERWRITING, LOAN APPROVAL AND FUNDING

2.1 Underwriting the Loans.

Upon receipt from Broker of a complete Mortgage Loan Package, in its sole and absolute discretion, CRF may underwrite and



approve or deny a Loan based on CRF's then current guidelines or requirements applicable to the type of Loan being sought, as the same may be amended by CRF from time to time. CRF and Broker agree that CRF may conclusively rely on all information, documents, and reports contained in the Mortgage Loan Package supplied to it and submitted by Broker and the authenticity and accuracy contained therein. CRF's failure to conduct an independent investigation with respect to the Mortgage Loan Package shall not affect or modify the representations and warranties made by Broker herein or the rights and remedies available to CRF for a breach thereof. Broker is solely responsible for the authenticity and accuracy of all information, documents, and reports contained in the Mortgage Loan Package.

2.2 No Liability.

CRF shall have no liability to Broker for CRF's failure to underwrite any Loan in accordance with the applicable guidelines except to the extent such failure constitutes willful misconduct by CRF.

2.3 Approval of Loans by CRF.

If CRF, in its sole and absolute discretion, approves a Mortgage Loan Package, CRF shall issue an approval setting forth the conditions upon which CRF shall fund the subject Loan, along with the expiration date of the approval (the "Loan Approval"). CRF shall have no obligation to fund a Loan prior to the fulfillment of all funding conditions contained in or after expiration of the Loan Approval. CRF shall not be obligated to fund any Loan that does not, in CRF's sole discretion, comply with the terms of this Agreement, or the related Loan Approval. Notwithstanding anything to the contrary contained in this Agreement, CRF shall have no obligation to accept, approve or fund any Loan submitted to it by Broker. Broker and CRF expressly agree and acknowledge that Broker shall have no right, power or authority, express or implied, to approve a Loan application, orally or in writing, on behalf of CRF or to issue to Applicant any type of commitment to loan funds on behalf of CRF or to represent to any person that CRF has approved or will approve any Mortgage Loan Package or that CRF has issued or will issue a binding commitment to fund any Mortgage Loan Package.

2.4 No Tablefunding.

Broker understands that CRF does not "tablefund" loans (defined as where the closing documents are prepared by CRF or a third party in the name of Broker with the settlement funds provided by CRF) and Broker agrees not to submit tablefunded loans to CRF.

ARTICLE 3

WARRANTIES AND REPRESENTATIONS OF BROKER

3.1 Warranties and Representations Regarding the Broker.

Broker represents, warrants and covenants to CRF that, with respect to itself, including each office or branch operated by Broker and any of its owners, directors, officers, employees, agents, independent contractors, licensees or other personnel originating Loans under Broker's license to originate Loans and the Loans, the following are true and correct as of the date hereof and shall remain true and correct during the term of this Agreement:

- (a) Broker is and shall continue to be a duly organized and validly existing entity and that it is in good standing under applicable law of the state of its organization.
- (b) Broker is duly licensed, registered or approved to perform the activities set forth in this Agreement in the jurisdictions in which it conducts business and where the property securing a Loan is located. Broker shall maintain such licenses, registrations or approvals in good standing throughout the term of this Agreement. Broker shall submit copies of all licenses, registration or approvals to CRF upon execution of this Agreement and upon request by CRF.
- (c) Broker shall immediately notify CRF if any license, registration or approval is not renewed or is suspended, terminated or cancelled for any reason or if Broker fails to be in compliance with qualification or licensing laws of any jurisdiction where it conducts business.
- (d) Broker shall immediately notify CRF if any government or other agency has made any adverse finding or taken any



adverse actions with respect to Broker or its owners, directors, officers, employees or agents, including any formal or informal administrative or judicial action.

- (e) Broker has the requisite power and authority to execute and deliver this Agreement, and to originate Loans in accordance herewith, and Broker will have done all acts necessary to approve the execution and delivery of this Agreement.
- (f) Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated by this Agreement, shall conflict with or result in a breach of, or constitute a default under any of Broker's organizational documents or any instrument or agreement to which Broker is a party, or by which it or its properties may be bound, nor be in violation of any law, rule, regulation, governmental decree, order or ruling as to which Broker may be bound.
- (g) No consent, waiver or approval of any entity (public or private) is or will be required in connection with the execution, delivery, performance, validity or enforcement of this Agreement or any other agreement, instrument or document to be executed or delivered in connection herewith or pursuant hereto.
- (h) There is no pending or threatened suit, action, arbitration, or legal, administrative, or other proceeding or investigation, against Broker or its current or former owners, officers, directors, employees, representatives and agents that would prevent the execution, delivery, and performance by Broker of its obligations under this Agreement or which could have a material adverse effect upon Broker's business, assets, financial condition or reputation or upon any Mortgage Loan Package submitted to CRF.
- (i) Broker is not a party to, bound by or in breach or violation of any agreement or instrument, or subject to or in violation of any statute, order or regulation of any court, regulatory body, administrative agency or governmental body having jurisdiction over it, which materially and adversely affects, or may in the future materially and adversely affect, the ability of Broker to perform its obligations under this Agreement.
- (j) Broker has not entered into any agreement, commitment or understanding and has no plans to enter into any agreement, commitment or understanding to merge with or into, or sell all or substantially all of its assets to, any other person or entity or dissolve, liquidate or otherwise terminate its corporate rights, existence or franchise.
- (k) This Agreement, when duly executed by the Broker and CRF, shall represent a legal, valid and binding obligation of the Broker, enforceable against the Broker, including its officers, directors, employees, representatives, and agents enforceable in accordance with its terms.
- (l) All information, reports or other documents submitted by Broker to CRF in connection with CRF's review and approval of Broker continues to be true, correct and accurate and no such information, reports or other documents contain any untrue statement of fact or omits to state a fact necessary to make the statements contained herein or therein not misleading.
- (m) No representation, warranty or written statement made by Broker in connection with this Agreement or in any Mortgage Loan Package or any document submitted to CRF in connection with the transactions contemplated hereby by Broker contains, or will contain, any untrue statement of material fact or omits, or will omit, to state a material fact necessary to make the statements contained herein or therein not misleading, irrespective of whether Broker has no prior knowledge of an untrue statement of material fact or omission of material fact.
- (n) Broker shall make prompt, timely, full, accurate, and truthful disclosures to CRF of all facts, information and documentation of which Broker may know, suspect, or have actual or constructive notice that could or has affected the validity, collectability, security or enforceability of any Loans submitted to CRF hereunder, including all facts, information and documentation relating to any disputes, proceedings, litigation or governmental action threatened, anticipated, or pending, respecting the Applicant, the property, or Loans, as well as all facts, information and documentation relating to the Applicant, their creditworthiness or the value or condition of the property.
- (o) Broker shall not use CRF's name, trademarks or service marks in any manner, including, without limitation, in any advertising or marketing materials, or other promotional campaign, including any internet or website materials without the express prior written consent of CRF.
- (p) Broker has entered into a written origination agreement with each Applicant if required by Applicable Law and disclosed all information to Applicant as required by Applicable Law, including all compensation to be paid to Broker.
- (q) Each loan originator employed by or affiliated with Broker is properly qualified, licensed or registered as required by Applicable



Law to transact business in each state where property securing a Loan is located, and Broker and its loan originators have complied with all mortgage loan originator laws and regulations, including but not limited to Regulation Z, the Dodd-Frank Wall Street Reform and Consumer Protection Act (“Dodd-Frank”), and its implementing regulations. Broker and its loan originators have complied with all loan originator compensation requirements under Regulation Z and Dodd-Frank, and which CRF may publish from time to time.

- (r) Broker and each loan originator is, and shall at all times remain, knowledgeable and in compliance with all federal, state and local laws, ordinances, regulations, and any federal, interagency or state guidelines applicable to it and the operation of its business, including but not limited to RESPA, the Home Ownership and Equity Protection Act of 1974, the Fair Credit Reporting Act, the Fair Housing Act, the Equal Credit Opportunity Act, the Truth in Lending Act, the Home Mortgage Disclosure Act, and all regulations and interpretive rulings promulgated under each such law, as each may be amended from time to time.
- (s) Broker agrees to notify CRF, in writing, of the termination or resignation of any loan originator employed or working on behalf of Broker within ten (10) days of said termination or resignation if such termination or resignation is related in any way to fraudulent loan origination activity or loan origination activity that violates Applicable Law.

3.2 Warranties and Representations Regarding Each Loan.

Broker represents, warrants and covenants to CRF that the following are true and correct with respect to each Loan as of the date CRF approves and funds such Loan:

- (a) Applicant Identification and Privacy. Broker warrants that it has personally met all Applicants and obtained written verification (*i.e.*, photo driver’s license or passport) of such Applicant’s identity. With respect to each Loan and the related Applicant, Broker shall comply with Title V of the Gramm-Leach-Bliley Act of 1999, as amended, and all applicable regulations promulgated thereunder, and shall provide all notices required thereunder or any applicable state privacy laws.
- (b) Credit Report. Broker shall obtain authorization from each Applicant to investigate Applicant’s credit and shall obtain accurate and reliable credit reports from credit reporting agencies, at Broker’s cost and expense.
- (c) Investigation. Broker warrants that all Mortgage Loan Packages have been fully investigated by Broker and that all representations contained in the Loan application and Mortgage Loan Package are true and correct and meet the requirements and specifications of this Agreement, and CRF’s eligibility criteria.
- (d) Documents and Information. All information, reports or documents submitted by Broker to CRF in connection with any Mortgage Loan Package or pursuant to this Agreement are in every respect valid and genuine, being on their face what they purport to be, true, correct and accurate and all signatures are the true signatures of the appropriate Applicant. No information, reports or documents submitted by Broker to CRF in connection with any Mortgage Loan Package contain any untrue statement of fact or omits to state a fact necessary to otherwise make the statements contained therein misleading, regardless of whether the document was prepared by the Broker, Applicant, or appraiser.
- (e) Appraisals. The Mortgage Loan Package with respect to each Mortgage Loan contains an appraisal of the related mortgaged property made and signed, prior to the approval of the application for such Mortgage Loan. Broker, at its own cost and expense, ordered the property appraisal included in the Mortgage Loan Package in accordance with Applicable Law, federal appraisal independence requirements in effect at the time the appraisal was ordered, requirements of the Federal National Mortgage Association or any successor (“Fannie Mae”) or Federal Home Loan Mortgage Corporation or any successor (“Freddie Mac”) (as applicable), and federal loan program guidelines (as applicable) and the appraisal was not ordered or provided by the Applicant, real estate agent or other any other party. The appraisal included in each Mortgage Loan Package accurately represents the value of the property and was conducted by a qualified and licensed real estate appraiser (excluding any “trainee” appraiser) acceptable to CRF. The appraiser has no interest, direct or indirect, in the property or in the Loan or in the security thereof and the appraiser did not receive compensation which was affected by or dependent in any way on the approval or disapproval of the Loan. The appraisal satisfies the requirements of Fannie Mae or Freddie Mac and the appraisal was completed in compliance with the Uniform Standard of Professional Appraisal Practice and all Applicable Law, including, without limitation, Title XI of the Financial Institutions Reform, Recovery and Enforcement Act and the regulations related thereto, and any applicable loan program guidelines or requirements. The appraiser is licensed in the state where the mortgaged property is located. The appraisal was made within one hundred and eighty (180) days of the origination of the Loan. If the appraisal was more than one hundred and



twenty (120) days before the origination of the Loan, Broker shall have received and included in the Mortgage Loan Package a recertification of the appraisal. Acceptance of a transferred appraisal, or any appraisal completed prior to submission of the Mortgage Loan Package to CRF will be at the sole discretion of CRF.

- (f) No Omissions. No omission, misrepresentation, negligence, fraud or similar occurrence with respect to a Loan, including without limitation, the related documentation has taken place on the part of any person, including without limitation, the Broker, the Applicant, any appraiser, any builder or developer, any real estate agent or any other party involved in the origination of the Loan or in the application of any insurance in relation to such Loan.
- (g) Compliance with CRF Requirements. The Loan has been originated in accordance with the Wholesale Broker program requirements set forth by CRF and all documents submitted by Broker in connection with any Mortgage Loan Package comply in all respects with the terms and conditions of this Agreement.
- (h) Applicant's Funds. No funds (including, without limitation, the down payment or any future monthly payments under the related Note) have been advanced by the Broker, a broker or a third party on behalf of the Applicant or any other obligor in connection with such Loan; and all costs, fees, and expenses incurred in originating such Loan have been paid in full. Any and all funds advanced to pay costs, fees and expenses in connection with such Loan came from the Applicant, unless otherwise submitted to CRF in writing and approved by CRF prior to the date of Loan approval.
- (i) No Oral Promises. There are no agreements or promises, either oral or written, between Broker and the Applicant pertaining to such Loan, other than those submitted to CRF in writing and approved by CRF prior to the date of Loan approval.
- (j) Broker Compensation. Broker may negotiate with and receive from the Applicant, payable at the time of closing, a reasonable fee for its services, including taking the Loan application and additional services performed, provided such fees are allowed by Applicable Law and are reasonably related to the reasonable value of the services provided by Broker to the Applicant. Broker shall disclose all fees, including lender-paid compensation, on the Good Faith Estimate in accordance with Applicable Law. Such fees shall also be disclosed on the HUD-1 Settlement Statement and shall be collected at closing and remitted to Broker. In no case shall Broker receive compensation from both the Applicant and CRF.
- (k) Points and Fees. Broker shall include on the Good Faith Estimate all amounts Broker will charge Applicant or earn in connection with the Loan, including any lender-paid compensation, and all amounts CRF will charge Applicant in connection with the Loan. Notwithstanding anything to the contrary contained herein, Broker shall not upcharge any Applicant in excess of the actual charge and shall not charge any amount that exceeds the applicable pricing policy, as published by CRF from time to time, and such amount must be set forth on the good faith estimate or otherwise shown to have been properly disclosed to Applicant in compliance with Applicable Law. No Applicant was charged fees payable prior to closing, except as permitted by and in compliance with Applicable Law. No Applicant was charged "points and fees" (whether or not financed) in an amount greater than any "points and fees" threshold as defined in TILA or any other Applicable Law. All points and fees related to each Loan are accurately described and disclosed to Applicant. "Points and fees" shall have the meaning as defined in TILA or Applicable Law.
- (l) No High Cost Loans. The Loan does not constitute a high cost mortgage as defined by Section 32 of the Truth-in-Lending Act ("TILA") and does not exceed any high cost "points and fees threshold" or high cost "APR or Rate threshold" as defined in TILA or in any applicable federal, state or local law.
- (m) No Predatory Loans. The Loan was not originated through the use of predatory lending practices or in violation of any federal, state, or local predatory lending law or fair lending law, regardless of the name of the law. The Loan is in compliance with the anti-predatory lending eligibility for purchase requirements of Fannie Mae's Selling Guide or Freddie Mac's Seller/Service Guide.
- (n) FHA/VA Loans. If the Loan is an FHA Loan or VA Loan, it has been originated in conformance with all FHA or VA requirements, as applicable.
- (o) Mortgage Insurance. No action has been taken or failed to be taken, no event has occurred and no state of facts exists or has existed (whether or not known to Broker) that has resulted or will result in an exclusion from, denial of, or defense to coverage under any mortgage insurance policy, if applicable, whether arising out of actions, representations, errors, omissions, negligence or fraud of Broker, the Applicant or any party involved in the application for such coverage or the origination of the



Loan or related documents, including the appraisal, plans and specifications and other exhibits or any other document, or for any other reason under such coverage.

- (p) Compliance with FNMA, FHLMC or Investor Guidelines. If the Loan is a conventional conforming loan, it has been originated in conformance with all applicable CRF requirements and all applicable requirements of Fannie Mae or Freddie Mac for sale to Fannie Mae or Freddie Mac and inclusion in a Fannie Mae or Freddie Mac mortgage backed securities pool, as applicable, and is otherwise originated in compliance with investor guidelines and is an investment quality Loan suitable for sale on the secondary market to a secondary market investor.
- (q) Compliance with Laws. As originated, the Loan complies with Applicable Law in all respects, including, but not limited to, RESPA the Flood Disaster Protection Act, the Federal Consumer Credit Protection Act, including the Truth-in-Lending and Equal Credit Opportunity Acts, the Federal Fair Housing Act, the Home Ownership and Equity Protection Act, Gramm-Leach-Bliley Act, the Home Valuation Code of Conduct and applicable law governing fraud, lack of consideration, unconscionability, consumer credit transactions, consumer protection and consumer privacy, interest or other charges, licensing of mortgage brokers, lenders and loan officers, and mortgage insurance applicable to the Loan, including without limitation, the origination, servicing and collection thereof. The Loan is not subject to the Federal Trade Commission's "Preservation of Consumer's Claims and Defenses Rule", 16 C.F.R. part 433.
- (r) Anti-Steering. No Applicant was encouraged or required to select a loan product offered by the Broker which is a higher cost product designed for a less creditworthy Applicant, taking into account such facts as, without limitation, the loan product requirements and the Applicant's credit history income, assets and liabilities. Any Applicant who sought financing through a Broker's higher-priced subprime or Alt-A lending channel was directed to the Broker's standard loan products if the Applicant was able to qualify for one of the standard loan products. Broker and its loan originators have complied with all anti-steering rules and regulations, including but not limited to Regulation Z, Dodd-Frank, and its implementing regulations, and all of CRF's requirements regarding the same as it may publish from time to time.
- (s) No Third Party Originators. The Loan was not originated by a person other than Broker (commonly referred to in the industry as a "third party origination" or "TPO"). For purposes of this subsection, "originated by a person other than Broker" shall mean that any or all of the following conditions exist: (i) the Loan application was taken by, or (ii) documents evidencing the credit-worthiness of the Loan were collected by, or (iii) the appraisal of the property was obtained by, or (iv) the Loan was originated by or in the name, of a person other than Broker or other than a person in the direct and principal employment of Broker. There is no agreement between Broker and any other person or entity for the payment of any referral fee, rebate, bonus, kickback, or other payment and no payment of such referral fee, rebate, bonus or kickback, or other payment has been or will be made to any person, including, but not limited to, the Applicant or Broker. No Mortgage Loan Package will be submitted that has been referred or brokered to Broker by a person other than Broker who will directly or indirectly receive any fee or compensation from Broker.
- (t) Insurance Refunds. Insurance refunds or credits of any kind whatsoever, for insurance of any kind sold by Broker in conjunction with a Loan shall be the sole responsibility of the Broker in the event of prepayment of such Loan, cancellation of insurance or any other event requiring refunding or crediting of unearned insurance premiums. In the event CRF is required to pay or credit Applicant in connection with the cancellation of such insurance, Broker shall pay to CRF, from the Broker's own funds, any required insurance premium rebate resulting from the prepayment, cancellation, refinancing or other termination of any Loan. Upon such payment, CRF shall assign in writing any rights it had to require that the insurer reimburse user for any rebate made to Applicant.
- (u) Communications Received by Broker. Within five (5) days of receipt by Broker, Broker shall forward to CRF all communications, inquiries and remittances which Broker may receive with reference to the Loan. Broker shall promptly provide such other information as CRF may reasonably request.
- (v) True and Correct. All representations and warranties made by Broker with respect to the Loan are true and correct.

ARTICLE 4

REMEDIES

4.1 Repurchase and Indemnification.

Upon the occurrence of any Repurchase Obligation (as defined below), Broker shall be obligated to repurchase the related Loan



*and indemnify CRF for such related Loans(s) in accordance with the terms and conditions contained herein. At CRF's sole option, CRF shall have the right to require Broker to (i) repurchase the related Loan, (ii) indemnify CRF for such related Loan or (iii) enter into an Indemnification Agreement (as defined below) in lieu of repurchasing the related Loan, in any case, in accordance with the terms and conditions contained herein. CRF's prior knowledge of any fact, at any time, concerning the Loan, or any delay by CRF in making demand or request for repurchase or indemnification hereunder, shall neither impair CRF's rights nor constitute a waiver of Broker's obligations hereunder.

4.2 Repurchase Obligations. An occurrence of any of the following shall be considered a "Repurchase Obligation":

- (a) CRF determines that Broker failed to observe or perform or has breached or breaches or it has been alleged that Broker has breached, any of the representations, warranties, covenants or agreements contained in this Agreement or CRF's requirements with respect to the Loan.
- (b) CRF determines that the Mortgage Loan Package contains evidence of fraud or misrepresentation
- (c) If a Loan funded by CRF is repaid in full within one-hundred eighty (180) days immediately following the closing of such Loan, Broker, at CRF's option in CRF's sole discretion, shall reimburse CRF the amount of any compensation that was paid to Broker by CRF in connection with the Loan. Broker shall reimburse CRF within ten (10) days after notice of early payoff.
- (d) Early Payment Default (EPD). Broker shall indemnify and hold CRF harmless, as provided for in Section 4.1 above and/or Article 5 below, for any and all losses suffered by CRF if a Loan goes into default within six (6) months following closing or more than thirty (30) days delinquent in any of the first four (4) payments after funding date.

4.3 Request for Repurchase; Repurchase Price; Repurchase Procedures.

- (a) Request for Repurchase. In the event of an occurrence of any Repurchase Obligation, upon the request of CRF, Broker hereby agrees to repurchase the related Loan (or, if the related Loan has been foreclosed, to repurchase the related property) within ten (10) days after CRF's written request therefore for an amount equal to the Repurchase Price (as defined below). For the purpose hereof, the term "foreclosure" shall include judicial foreclosure, non-judicial foreclosure, deed in lieu of foreclosure, or any other mechanism of obtaining title to the property.
- (b) Repurchase Price. The repurchase price for any Loan which CRF has requested Broker to repurchase (the "Repurchase Price") shall be an amount equal to the sum of (i) the current unpaid principal balance of the Loan at the time of repurchase (or at the time of the foreclosure sale date if the related Loan has been foreclosed), (ii) accrued but unpaid interest on such principal balance at the note rate from the paid-to date of the Loan through and including the last day of the month in which the Repurchase Price is paid, (iii) all costs and expenses, including without limitation, reasonable attorneys' fees and expenses, incurred by CRF as a result of Broker's breach of this Agreement or enforcing the terms of this Agreement or Broker's obligation to repurchase the Loan, (iv) any premium paid by CRF in excess of the principal balance of the Loan at the time of purchase (excluding the service release premium) if CRF has not sold the Loan at the time of Broker's repurchase or if CRF has sold the Loan and it is required to reimburse the purchaser, the premium that the purchaser paid to CRF, (v) any origination fees paid by Applicant to Broker, (vi) any unreimbursed advances made by CRF, including without limitation taxes or insurance or payments authorized by the note or the mortgage or applicable law to protect CRF's interest in the Loan or related property and (vii) any other fees, costs or amounts relating thereto. The Repurchase Price shall be reduced by (i) any proceeds of mortgage insurance collected by CRF with respect to the Loan that have not been applied to the unpaid principal balance; and (ii) if the Loan has been foreclosed and the property has been sold to a third party, the proceeds of the sale price received by CRF net of all advances, costs and expenses, including but not limited to reasonable attorneys' fees and expenses, incurred by CRF in connection with such sale.
- (c) Repurchase Procedures. Upon CRF's receipt of the Repurchase Price, CRF shall execute and deliver to Broker (i) an assignment of the mortgage, an endorsement to the note, and the related Loan file and other loan documents, each without representation, warranty or recourse, and (ii) if CRF previously foreclosed the Loan and at such time then owns the property, a deed to the property, without representation, warranty or recourse, and (iii) if CRF previously foreclosed the Loan but either sold the property or a third party purchased the property at the foreclosure, an assignment of all deficiency obligations of the Mortgagor, without representation, warranty or recourse. With respect to the servicing of any Loan repurchased by Broker, CRF shall transfer such servicing, or cause such servicing to be transferred, to Broker or its designee. If the Broker is unable to service any Loan or does not have a designee for such servicing, CRF may, at its sole option, service such Loan for a fee equal to CRF's then current rate until such time as Broker is capable of servicing such Loan or designates a successor servicer. All costs of transferring servicing of any



repurchased Loan from CRF to Broker or its designee shall be borne by Broker and Broker shall reimburse CRF for any costs incurred in connection therewith. Broker's Repurchase Obligation with respect to a Loan shall not be eliminated, reduced or otherwise modified as a result of any modification, workout or assumption of the Loan.

(d) Effect of Foreclosure. It is agreed by the parties that Broker's Repurchase Obligation with respect to a Loan shall not be obviated by the fact that the property securing the Loan has been foreclosed upon and said property has been acquired by CRF or a third party, it being understood that Broker's Repurchase Obligation encompasses the repurchase of the property from CRF if CRF has acquired the property, or, if a third party has acquired the property, reimbursing CRF as set forth herein. Notwithstanding anything to the contrary, in no event shall a full credit bid made by CRF its successors or assigns any related party at a foreclosure sale of any Loan affect in any way the rights and remedies of CRF or the obligations of Broker under this Agreement, including, without limitation, the obligations of Broker to repurchase and indemnify CRF as provided herein.

ARTICLE 5

INDEMNIFICATION

5.1 Indemnification.

Broker hereby agrees to protect, indemnify and hold CRF and its officers, directors, employees, agents, shareholders, affiliates and representatives harmless from and against any and all losses, liabilities, costs, and expenses, (including reasonable attorneys' fees), judgments, damages, claims, counterclaims, demands, actions or proceedings, by whomsoever asserted in whatsoever jurisdiction or forum, by any person or entity who prosecutes or defends any actions or proceedings as representatives of or on behalf of a class or interested group, or any governmental body, agency, department or commission having jurisdiction pursuant to any applicable law or the settlement or compromise of any of the foregoing relating to, arising out of or in connection with Broker's breach or alleged breach of any representation, warranty or covenant contained herein.

5.2 Indemnification Agreement in lieu of Repurchase.

At CRF's sole option and in lieu of repurchasing the related Loan subject to a Repurchase Obligation, CRF may require the Broker to enter into a written indemnification agreement in a form acceptable to CRF (the "Indemnification Agreement") which requires the Broker to indemnify CRF, including, without limitation, reimbursing CRF for any losses incurred by CRF as a result of such Repurchase Obligation with respect to the related Loan.

5.3 Indemnification for Reporting.

Broker understands and acknowledges that CRF may report information about any Mortgage Loan Package that CRF believes to contain misrepresentations or violates Applicable Law to the appropriate governmental body or regulatory agency, Fannie Mae, Freddie Mac, HUD or any mortgage industry background database, including, but not limited to, databases operated by Mortgage Asset Research Institute, Inc., such as the Mortgage Industry Data Exchange ("MIDEX") or any cooperative industry database. Broker acknowledges that Broker and any owner, officer, agent or employee may be named as the originating entity or loan originator on any such Loan. Broker acknowledges the importance of CRF's right and necessity to disclose such information. Broker, for itself and its directors, officers and employees and their respective successors or assigns and Mortgage Asset Research Institute, Inc., indemnifies and holds CRF and its officers, directors, employees, shareholders, representatives, successors, assigns, agents and affiliates from any and all damage, loss, liability, cost, actions, causes of action, claims, demands or expense both direct and indirect (including without limitation reasonable legal and accounting fees and expenses actually incurred) that may arise from the reporting or use by any database subscriber or any governmental body or agency of any information submitted by CRF with respect to Broker and any owner, officer, agent or employee to any mortgage industry database, including MIDEX.

5.4 Right of Offset.

In addition to any other rights and remedies available to CRF, including, without limitation, the rights and remedies of CRF under this Agreement, CRF shall have the right, at any time, and from time to time, without notice, to offset and to appropriate or apply any and all deposits of money or property or any other indebtedness at any time held or owing by CRF to or for the credit of the account of Broker against and on account of the obligations and liabilities of Broker under this Agreement or any other agreement between Broker and CRF or between Broker and any of CRF's parent entities, subsidiaries or affiliates, irrespective of whether or not CRF shall have made any demand hereunder and whether or not said obligations and liabilities shall have matured. For purposes of the right of offset, the determination as to whether Broker has any obligations and liabilities under this Agreement or any other agreement between Broker



and CRF and the extent of such obligations and liabilities shall be made by CRF in its sole and reasonable discretion. Unless otherwise agreed by the parties, such offset shall not be construed as an accord and satisfaction of any obligation due from Broker to CRF.

ARTICLE 6

TERMINATION

6.1 Termination.

CRF and Broker shall have the right to terminate or suspend this Agreement at any time for any reason, which termination or suspension shall be effective immediately upon the other party's receipt of written notice thereof. Notwithstanding any such termination or suspension, this Agreement shall continue to apply with respect to any Loan applications which have been locked-in, submitted or otherwise committed to CRF under this Agreement. Notwithstanding anything to the contrary contained herein, this Agreement (including without limitation all of Broker's representations and warranties) shall survive any termination or suspension of this Agreement and shall remain in full force and effect with respect to each Loan brokered to or funded by CRF prior to the effective date of such termination or suspension, for so long as there is outstanding principal or interest due CRF or CRF's assignee on the related note, or until such time as CRF's interest or assignee's interest in such note has been completely liquidated. In the event CRF sells or transfers the Loan, the provisions and obligations contained in this Agreement (including without limitation all of Broker's representations and warranties) shall survive any such sale or transfer and shall remain in full force and effect with respect to each such sold or transferred Loan.

ARTICLE 7

MISCELLANEOUS

7.1 Notification of Change in Status or Adverse Information Related to any Loan.

Broker shall immediately notify CRF of any of the following:

- (a) Any material change in the ownership, financial condition or management of Broker, including a change in control as defined by any jurisdiction from which it conducts business.
- (b) Broker changes the name or address under or from which it conducts business.
- (c) Broker is notified or has reason to believe that any Loan submitted by Broker to CRF was originated in violation of Applicable Law.
- (d) Broker knows or has reason to believe that any information in any Mortgage Loan Package or other document submitted to CRF is or becomes untrue or fails to state any material fact or constitutes a misrepresentation.
- (e) Broker is notified or has reason to know of any complaint by an Applicant or any federal, state or local regulatory agency related to any Loan submitted by Broker to CRF.
- (f) Broker is notified or has reason to know of an Applicant's request to rescind a Loan submitted by Broker to CRF.
- (g) Broker, Broker's owner or principal, or any entity owned by Broker or Broker's owner or principal files a bankruptcy petition or is a party to any similar proceeding.

7.2 Loan Originators.

Broker shall notify CRF in the event Broker intends to originate Loans through multiple locations or branches or by multiple loan originators. Broker agrees to provide CRF with such information as CRF may reasonably request regarding such locations and loan originators. Notwithstanding anything to the contrary contained in this Agreement, Broker shall be liable for the acts and omissions of its officers, employees and agents, including, without limitation, its loan originators.

7.3 No Solicitation of Refinancing.

Broker shall not solicit or encourage, directly or indirectly, the refinancing of a Loan funded by CRF for a period of twelve (12) months immediately following the closing of such Loan without the express prior written consent of CRF.

7.4 Rescission.

In the event that the submission of a Mortgage Loan Package to CRF by Broker results in the closing and funding of a Loan to the Applicant



by CRF, which Loan is subsequently rescinded by the borrower pursuant to the Truth-in-Lending Act, Regulation Z or any similar law or regulation, Broker shall immediately reimburse CRF the full amount of any broker fees, however denominated, which CRF paid to the borrower as a result of the borrower's rescission.

7.5 Relationship of the Parties.

CRF and Broker acknowledge and agree that at all times they are operating as independent parties. This Agreement is for the sole and exclusive benefit and obligation of the parties hereto and nothing contained herein shall be construed to give any party, other than CRF and Broker, any legal or equitable right, remedy or claim under or in connection with any provision of this Agreement. Nothing contained herein shall constitute a partnership, joint venture or agency relationship between CRF and Broker and neither party shall at any time hold itself out to any third party to be an agent or employee of the other.

7.6 Non-Exclusive Arrangement.

This is a non-exclusive agreement and Broker shall not be obligated to submit any or all loans that it brokers to CRF.

7.7 Cooperation.

The parties hereto each agree to cooperate with each other to perform all their duties hereunder and effectuate the purposes and intents of this Agreement; such cooperation shall include, but shall not be limited to, the correction of errors that may have arisen in connection with the origination of any Loan and provision of any and all information that may be requested regarding any of the Loans underwritten pursuant to this Agreement. Broker shall use its best efforts to obtain any necessary correction to any documents related to the Loan, upon request by CRF.

7.8 Notices.

Except where telephonic instructions or notices are authorized herein to be given, all notices, demands, instructions and other communications required or permitted to be given to or made upon any party hereto shall be in writing and mailed (certified mail, return receipt requested, postage prepaid), sent by overnight courier (charges prepaid), or sent by facsimile (and confirmed by return facsimile with a copy sent by first class mail), or personally delivered, addressed to the respective party at the address or facsimile number set forth below:

If to CRF:

Calliance Realty Fund, LLC
900 Mission Ave., Suite B
San Rafael, CA 94901
Telephone: 415-288-9575
Email: Loans @calliance.com

If to Broker:

Company Name: _____
Address: _____
Attn: _____
Telephone: _____
Email: _____

Each party shall promptly provide written notice to the other of a change in its address, telephone number, facsimile number or designated email address. Notices delivered personally or by overnight courier shall be effective upon delivery. Notices transmitted by facsimile shall be effective when transmitted. Notices delivered by certified mail shall be effective on the date set forth on the receipt of certified mail, or the third business day after mailing, whichever is earlier.

7.9 Communications with Broker.

Broker acknowledges and agrees that CRF may communicate with Broker and provide Broker with information related to this Agreement or otherwise by any means legally permissible, including, without limitation, telephone, electronic mail and facsimile. To the extent CRF is required by applicable law to obtain Broker's prior consent to receive such communications from CRF via any such means, Broker hereby grants CRF such prior consent for any such applicable law and CRF shall not be required to obtain any additional consents from Broker.

7.10 Due Diligence and Information Related to Broker.

Broker acknowledges and agrees that any information obtained by CRF from Broker or otherwise in connection with CRF's review and approval of Broker or any Loan submitted to CRF for funding or purchasing may be provided by CRF to any of its parent entities, subsidiaries or affiliates, if permitted by applicable law. With respect to any information related to a Loan submitted to CRF for funding, Broker expressly consents to the release of such information by CRF to its parent entities, subsidiaries or affiliates which may have a



need to know such information. Further, any other information provided by Broker to CRF in connection with this Agreement, including, without limitation, any financial reports with respect to Broker, may be shared with and used by such parent entities, subsidiaries or affiliates for similar purposes.

7.11 Confidentiality.

Broker hereby agrees that the terms and conditions of this Agreement, shall be kept confidential and their contents shall not be divulged to any party without CRF's express prior written consent. The obligations under this section are continuing and shall survive any termination of this Agreement.

- (a) Broker shall not disclose any "Confidential Information" (defined below) to any person who is not an officer, employee, or agent of Broker. Broker shall restrict the disclosure of Confidential Information only to its employees, officers, or agents who have a need to know the Confidential Information. Broker shall only use Confidential Information in connection with the purposes of this Agreement.
- (b) "Confidential Information" is defined to include all information supplied to Broker by, or at the direction of, CRF, including any list of entities that are precluded from participating in CRF's wholesale broker programs to varying degrees, to include, but not limited to, any "Exclusionary List," all information, data, and material prepared for, or at the direction of CRF, any information relating to Applicants (past, current and prospective), the Loans, this Agreement, accounts, vendors, marketing activities or plans, business plans, employees, pricing, financial matters, financial statements, the financial condition of the parties, any information revealed to third parties under any confidentiality agreement, understanding or duty, any information generally regarded as confidential in the consumer and commercial credit industries, and any information treated as confidential information or non-public personal information under the Gramm-Leach-Bliley Act, as amended, related regulations, and state privacy laws.
- (c) Upon the termination of this Agreement and without further request from CRF, Broker shall promptly return all materials, data, forms, discs, charts, spreadsheets, and all other materials and information provided by or at CRF's direction to Broker or any designee of the Broker, relating to any information used to determine the eligibility of any person or entity for lending purposes by CRF or any designee of CRF. Any other Confidential Information shall be returned to CRF within ten (10) days of request by CRF, except that Broker may retain one copy of certain Applicant information if required by applicable law.
- (d) Should disclosure of any information or material covered by this Agreement be sought by way of subpoena, court order, administrative decree or by any means while the same is in the possession of Broker or anyone acting for, or at the direction of, Broker, then Broker shall promptly advise CRF in writing. In addition, it shall provide CRF by the most expeditious means available with copies of any papers seeking the disclosure of such information together with copies of all material sought if the same exist and are under Broker's control. Broker shall not disclose any information voluntarily in such circumstances and shall, if requested by CRF take appropriate action to protect the confidentiality of such information including, but not limited to, at CRF's expense, seeking a protective order of a court of competent jurisdiction.
- (e) Broker shall safeguard the Confidential Information from disclosure to any third party using the same precautions that it uses to safeguard its own confidential information, but in no event will such precautions be less than reasonable or less than as required by law. Broker represents and warrants that it has and will have an information security program reasonably designed to (i) ensure the security and confidentiality of the Confidential Information, (ii) protect against any anticipated threats or hazards to the security or integrity of the Confidential Information, and (iii) protect against unauthorized access to or use of such Confidential Information. Broker will advise CRF of all of its procedures designed to safeguard Confidential Information. CRF may request additional security procedures be implemented and if so requested, Broker shall undertake such steps promptly.
- (f) Broker shall require all of its employees, agents, independent contractors, licensees and other personnel performing services for purposes of this Agreement, to abide by the terms of this Agreement prior to being given access to any Confidential Information.
- (g) Broker recognizes that no remedy at law for damages is adequate to compensate for breach of the covenants contained in this section. In addition to any other remedies available to CRF in this Agreement, CRF shall be entitled to temporary and permanent injunctive relief against breaches of this section without the necessity of proving damages. Such permanent or temporary injunctive relief shall in no way limit any other remedies that may result from the breach of this Agreement.

7.12 Modifications and Amendments to Agreement.

CRF may modify or amend the terms and conditions of this Agreement from time to time and provide a copy to Broker of any modification of amendment. A copy of such amendments can be provided in electronic format, including but not limited to posting to CRF's Wholesale website, and releasing via email or fax to the contact of record. Such modification or amendment shall immediately



become a part of this Agreement and Broker shall be bound by such modification or amendment without further need for acknowledgement or signature by Broker. Submission of a Mortgage Loan Package by Broker to CRF after the effective date of such modification or amendment is deemed acceptance of the modification or amendment by Broker with respect to each Loan.

7.13 Waiver.

No waiver of any provision of this Agreement or of the rights and obligations of the parties shall be effective unless in writing and signed by an authorized representative of the party waiving compliance. Any such waiver shall be effective only in the specific instance and for the specific purpose stated in such writing.

7.14 Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Broker may not transfer or assign any of its obligations, rights or interests under this Agreement without the express prior written consent of CRF and any attempted or purported assignment without such consent shall be null and void.

7.15 Severability.

If any term, clause or provision of this Agreement shall be deemed invalid or unenforceable for any reason, the remainder of this Agreement shall remain valid and enforceable in accordance with its terms. The invalidity or unenforceability of any term, clause or provision in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

7.16 Attorneys' Fees.

If any claim, legal action or any arbitration or other proceeding is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, CRF shall be entitled to recover reasonable attorneys' fees and other costs incurred, in addition to any other relief to which CRF may be entitled.

7.17 Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one instrument. Facsimile signatures shall be deemed valid and binding to the same extent as an original.

7.17 Governing Law.

This Agreement shall be governed by and construed and enforced under the laws of the State of Georgia, without regard to its conflict of laws principles. In the event of any lawsuit or other proceeding relating to this Agreement, each party hereby consents to jurisdiction in the federal or state courts located in the State of Georgia.

7.18 Entire Agreement.

This Agreement is the final and exclusive statement of all agreements and understandings between the parties with respect to the subject matter described herein and all oral and written correspondence relating to the subject matter hereof, and any previous agreements entered into between Broker and CRF, are superseded by this Agreement. The section headings of this Agreement are intended solely for convenience of reference and shall not in any manner amplify, limit, modify or otherwise be used in the interpretation of any of the provisions hereof.

IN WITNESS WHEREOF, the undersigned, by their respective authorized signatories, have executed this Agreement as of the date first above written.

BROKER

By: _____

Typed Name: _____

Title: _____

CALLIANCE REALTY FUND, LLC

By: _____

Typed Name: _____

Title: _____

BROKER'S MAIN CONTACT (if different from authorized signer)

Typed Name: _____

Title: _____



COMPENSATION ADDENDUM TO WHOLESALE BROKER AGREEMENT

This Broker Compensation Addendum ("Addendum") is entered into as of the day of _____, 20____, by and between Calliance Realty Fund, LLC ("CRF") and _____ ("Broker"). This Addendum amends and supplements the Wholesale Broker Agreement ("Agreement") entered into by and between Calliance Realty Fund, LLC and Broker. Hereafter when read together, the Agreement and the Addendum shall constitute one integrated document.

WHEREAS, the Agreement describes the compensation to be received by Broker and additional representations and warranties from the Broker to CRF;

WHEREAS, CRF and Broker have agreed upon the terms to be included in this Addendum as in the best interests of the parties.

NOW THEREFORE, in consideration of the mutual undertakings and covenants set forth in this Addendum, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. If completed and returned, this Addendum restates and supersedes any and all prior Broker Compensation Addendums to the Broker Lending Agreement between the parties.
2. CRF and Broker agree that this Addendum will be effective for all mortgage loans registered and assigned an CRF loan number on or after February 1, 2016. CRF and Broker agree that the borrower paid selection specified below shall be effective until amended in writing by CRF at the sole discretion of CRF. CRF and Broker agree that the BROKER COMPENSATION provision of the Agreement will be supplemented as follows;

a. **Compensation by the Borrower**

CRF limits compensation schedules to Borrower Paid Transactions. Compensation will be set at a maximum amount of 250 basis points.

CRF currently offers the following compensation percentages to be paid on every loan:

- | | | |
|---------------------------------|---------------------------------|---------------------------------|
| <input type="checkbox"/> 0.500% | <input type="checkbox"/> 0.750% | <input type="checkbox"/> 1.000% |
| <input type="checkbox"/> 1.250% | <input type="checkbox"/> 1.500% | <input type="checkbox"/> 1.750% |
| <input type="checkbox"/> 2.000% | <input type="checkbox"/> 2.250% | <input type="checkbox"/> 2.500% |

Should you choose to do so, you may stipulate a maximum dollar amount to be received on any loan in conjunction with the percentage elected above. Please note that the percentage elected above will be used to calculate the compensation on every loan up to the maximum dollar amount indicated below, if applicable. In no instance, will the compensation amount paid be allowed to exceed the compensation percentage elected above. You may not elect a minimum dollar amount of compensation to be received; the minimum will be based upon the percentage elected above.

Maximum compensation to be received on any loan:

- N/A \$ _____

This election of compensation will be in effect until the next open compensation period. Effective April 1, 2014, compensation schedules will be available for change selection every business quarter. If you require a change to the agreed compensation, please contact your Account Executive and provide a business justification for your change request. CRF will contact you prior to the next open compensation period to review and evaluate your request. Should no changes in compensation percentages be necessary, this election shall remain in effect.

Please note compensation periods are determined at the sole discretion of Calliance Realty Fund, LLC.



b. Compensation by the Borrower - Attestation

When Broker’s compensation is paid by the borrower(s), 8 total compensation on each mortgage loan, including any additional lender fees, cannot exceed the selected or defaulted compensation percentage as selected above. Broker represents and warrants the Broker will compensate its loan officers who originate such loans as outlined within the Loan Officer Compensation Requirements – Regulation Z § 1026.36 – The Loan Originator Rule, as issued on January 20, 2013.

Yes, I elect that I may receive compensation from the borrower in accordance with the above.

3. Broker Credits vs. Broker Compensation Plans vs. Tolerance Cures-

The CFPB takes a strict approach to pricing concessions (broker credits) that will limit flexibility to concede broker compensation for a borrower’s benefit. The Loan Originator Rule provides narrowly defined circumstances to lower costs to consumers only if there are unforeseen increases in settlement costs. Due to ambiguity surrounding this definition, CRF will not permit reduction of compensation to the originator under a borrower paid compensation plan. Under a borrower paid compensation plan, the fee structure must remain consistent from the point of initial application and disclosure through the consummation of the loan transaction.

The creditor will be responsible for any applicable tolerance cures required at closing.

4. Broker represents and warrants that Broker shall at all times comply with any and all state, federal, and local laws, regulations, and/or ordinances, including but not limited to, those related to compensation of its loan originators as defined by Regulation Z. Broker further agrees to provide CRF, on its request, its loan originator compensation policy.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed by their duly authorized representative who, by signing below, represent and certify as having the authority to bind the respective party to this Addendum.

BROKER

By: _____

Typed Name: _____

Title: _____

Date: _____

CALLIANCE REALTY FUND, LLC

By: _____

Typed Name: _____

Title: _____

Date: _____

BROKER’S MAIN CONTACT (if different from authorized signer)

Typed Name: _____

Title: _____



COMPANY/BROKER INFORMATION

Company/Broker Name:		
Broker's Name	Broker's NMLS#	Broker's SSN#:
Broker's BRE#		
How Long Has Your Company Been Originating Loans?	Broker Office Contact	

CONTACT INFORMATION			
DEPARTMENT	NAME	EMAIL	PHONE
Processing			
Secondary			
Underwriting			
Funding			
Servicing			
Accounting			

ORIGINATION AND PROCESSING METHOD (CHECK ONE)			
Origination Method <input type="checkbox"/> Internet <input type="checkbox"/> Leads <input type="checkbox"/> Traditional Originations		Processing Method <input type="checkbox"/> In-House <input type="checkbox"/> Outsource	

TECHNOLOGY RESOURCES	
What ORIGINATION software do you currently use? (include name and version)	What PROCESSING software do you currently use? (include name and version)
Do you currently use FNMA Desktop Underwriter to approve loans?	Do you currently use FHLMC Loan Prospector to approve loans?

LICENSE APPROVAL		
Broker Name to which License was Issued:		
Home Address of Broker:		
Phone Number:	Email:	
If approved by any of these entities, the following information is required:		
<input type="checkbox"/> FHA/HUD	Number:	Date Approved:
<input type="checkbox"/> Veterans Affairs	Number:	Date Approved:
<input type="checkbox"/> FNMA	Number:	Date Approved:
<input type="checkbox"/> FHLMC	Number:	Date Approved:



Capital Alliance

BROKER APPLICATION

COMPANY/BROKER INFORMATION

LOAN PRODUCTION			
	PRIOR 12 MONTHS FUNDING VOLUME	AVERAGE LOAN AMOUNT	TOTAL % OF BUSINESS
Government	\$	\$	%
Conventional	\$	\$	%
Jumbo	\$	\$	%
Sub-Prime	\$	\$	%
2 nd Trust Deeds	\$	\$	%

WAREHOUSE/CREDIT LENDERS		
NAME	AMOUNT	RENEWAL DATE
	\$	
	\$	
	\$	

LENDER REFERENCES			
LENDER NAME	PHONE	CONTACT PERSON	WHEN APPROVED

REFERRAL SOURCE(S)		
How did you hear about CRF?		
<input type="checkbox"/> Product Email from Account Executive	<input type="checkbox"/> Phone Call from Account Executive	<input type="checkbox"/> Google Advertisement
<input type="checkbox"/> Scotsman Guide Advertisement	<input type="checkbox"/> Other Advertisement (please specify): _____	
<input type="checkbox"/> Facebook/Twitter	<input type="checkbox"/> Association Event (please specify): _____	
<input type="checkbox"/> Other Outlet (please specify): _____		

I/We certify that the statements set forth herein are true, complete and correct. I/We hereby authorize Calliance Realty Fund, LLC to obtain verification from any source named herein as to the accuracy of the information provided and to obtain credit information regarding the firm and its principals as part of its approval process. I/We hereby release, discharge, exonerate and covenant not to sue any person or entity providing information to Calliance Realty Fund, LLC in connection with this application and any recipient of such information including Calliance Realty Fund, LLC or its representatives from any and all liability of every nature and kind arising from or in conjunction with the furnishing receipt and review of such information.

PRINCIPAL/BROKER/CORPORATE OFFICER SIGNATURE

DATE



COMPANY/BROKER AFFILIATED BUSINESS

DISCLOSURE

Effective with applications taken on or after January 10, 2014, provisions of the Dodd-Frank Act were enacted that implement regulatory action for Qualified Mortgages and assessment of a borrower's ability-to-repay. Amendments to QM Points and Fees testing were also updated with this regulatory action. Specifically, real estate related fees or charges must now be included in the points and fees testing if the fee or charge is paid to an affiliated as defined by the CFPB. Calliance Realty Fund, LLC will request the status of any affiliation changes for our approved TPO clients each quarter in an effort to maintain compliance and accurate books and records.

COMPANY/BROKER NAME	CRF BROKER ID
BROKER BUSINESS ADDRESS	CITY/STATE/ZIP
BROKER PHONE	BROKER EMAIL ADDRESS
CRF ACCOUNT EXECUTIVE	
<input style="width: 250px; height: 20px;" type="text"/>	

If there have been NO changes to your company's affiliation status, check the box below, sign and date the form. If there HAVE been changes, either initial the statement below or complete the table, sign and date the form.

- There have been no changes to our company's affiliation status following the last certification statement provided to Calliance Realty Fund, LLC, dated: _____.

Does your company or any of its owners or its employees have any affiliated business arrangements, including but not limited to part or full ownership in and Escrow Company, Title Company, Closing Attorney, Appraisal Company, Real Estate Company, Attorney, Home Improvement, Construction, Loan Modification, Tax Preparation, Credit Repair or Credit Counseling?

If NO, please initial here: _____

If YES, provide the information listed below for each business affiliation.

COMPANY NAME	COMPANY TYPE/ SERVICES OFFERED	OWNER(S) NAME(S)	OWNERSHIP %	BUSINESS ADDRESS

The undersigned hereby represents warrants and certifies that the information contained herein is complete and accurate in all material respects. Furthermore, the undersigned authorizes Calliance Realty Fund, LLC, the right to request and receive additional documentation to support the answers provided herein.

In the event of any change in the information above, I will immediately notify Calliance Realty Fund, LLC in writing of the changes.

Signature

Typed Name

Date



To be added as a user in the Calliance Realty Fund, LLC Portal, please complete the form below and return to loans@calliance.com. All loan officers and processors who will be working on submitting loans should have their own log-in information. Please contact loans@calliance.com or your Account Executive with any questions or concerns.

COMPANY INFORMATION

Company/Broker Name		Company Phone
Company Address		Company Fax
Name of Individual Completing the Form		Email Address
Calliance Realty Fund, LLC Account Executive		

Employee Information

Employee Name		Position
Work Location <input type="checkbox"/> Headquarters <input type="checkbox"/> Branch: _____		Authorizations <input type="checkbox"/> Submit Loans <input checked="" type="checkbox"/> Order Appraisals
Employee NMLS ID	Work Location NMLS ID	Email Address

Employee Information

Employee Name		Position
Work Location <input type="checkbox"/> Headquarters <input type="checkbox"/> Branch: _____		Authorizations <input type="checkbox"/> Submit Loans <input type="checkbox"/> Order Appraisals
Employee NMLS ID	Work Location NMLS ID	Email Address

Employee Information

Employee Name		Position
Work Location <input type="checkbox"/> Headquarters <input type="checkbox"/> Branch: _____		Authorizations <input type="checkbox"/> Submit Loans <input type="checkbox"/> Order Appraisals
Employee NMLS ID	Work Location NMLS ID	Email Address

Employee Information

Employee Name		Position
Work Location <input type="checkbox"/> Headquarters <input type="checkbox"/> Branch: _____		Authorizations <input type="checkbox"/> Submit Loans <input type="checkbox"/> Order Appraisals
Employee NMLS ID	Work Location NMLS ID	Email Address



LIMITED POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS:

That _____, a _____ ("Seller"), does hereby make, constitute, and appoint Calliance Realty Fund, LLC, a Delaware limited liability company, organized and existing under the laws of the United States with its office at 900 Mission Avenue, Suite B, San Rafael, CA 94901 (hereinafter referred to as "CRF"), its true attorney-in-fact for the following specific and limited purposes.

To endorse in its name and stead all promissory notes and assignments having Seller as the holder or assignor thereof, which are secured by mortgage/deed of trust documents having Seller as lender/beneficiary therein, for the purpose of enabling CRF to complete transfer of rights and limited purposes:

Giving and granting to the above named entity, said attorney-in-fact, full power and authority to do and perform all and every act and thing herein specified as to all intents and purposes as Seller might or could do if personally present the doing thereof, with full power of substitution or revocation. Any President, Executive Vice President, Senior Vice President, Vice President, Secretary and/or their assigns of CRF shall be allowed to as signatories under this Limited Power of Attorney.

This is a durable power of attorney which shall be effective until expressly revoked by Seller in writing. Nothing herein shall be construed to create a fiduciary relationship between the parties. This Power of Attorney shall be deemed effective.

IN WITNESS WHEREOF, the undersigned has hereunto executed this document on the _____ day of _____, 20_____.

SELLER: _____
WITNESS: _____ BY: _____
WITNESS: _____ ITS: _____
STATE OF _____ COUNTY OF _____

Now on this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of _____, aforesaid _____, who is personally known to me and known to be the _____ of _____, _____ corporation; and who is further known to me to be the same person who executed the foregoing instrument as such officer in behalf of said Corporation; and he/she duly acknowledged the execution of the same as the free act and deed of the corporation for the purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written. [SEAL] _____



ANTI-MONEY LAUNDERING ATTESTATION

In compliance with the final rule issued by the Financial Crimes Enforcement Network (FinCen) requiring non-depository residential mortgage lenders and originators (RMLOs) to comply with the BSA/AML Rule under 31 CFR 1029.210 "Anti-Money Laundering Programs for Loan or Finance Companies",
 _____(Company/Broker), who is an approved non-depository Broker attests that the Company/Broker has implemented or is in the process of implementing a compliant Anti-Money Laundering (AML) program which:

- Incorporates policies, procedures and internal controls based upon the loan or finance company's assessment of the money laundering and terrorist financing risks associated with its products or services.
- Designates a compliance officer who will be responsible for ensuring that the AML program is implemented effectively, is updated as necessary and ensure appropriate persons are educated and trained in accordance with the new rule.
- Provides for on-going training of appropriate persons concerning their responsibilities under the program.
- Provides for independent testing to monitor and maintain an adequate program.

Calliance Realty Fund, LLC reserves the right to request evidence of compliance and Company /Broker agrees to provide evidence of compliance.

Company/Broker Name: _____

Company/Broker NMLS#: _____

By: _____

Date: _____

Its: _____