



Geo Corp. Inc.

Wholesale Broker Application

Thank you for selecting Geo Corp. Inc., (GCI) as one of your lending partners. The following checklist outlines the information and documentation necessary to process your application for approval. Please complete this checklist to expedite the approval process.

Required Application Forms:

- Mortgage Wholesale Application
- Broker Loan Program Agreement
- Fair Lending Policy
- Lender-Paid Compensation Schedule
- Corporate Resolution
- Home-Based Broker Affidavit
- W-9

Required Additional Documents

- Articles of Incorporation (if the firm is a corporation, submit a recorded copy)
- Articles of Organization (if the firm is a Limited Liability Company, submit a recorded copy)
- Fictitious Business Name Statement (if the firm is operating under any assumed, fictitious or DBA name, submit a recorded copy)
- Quality Control Policy and Procedures
- Anti-Money Laundering Policy
- Balance Sheet and P&L Statement of last calendar year
- Balance Sheet and P&L Statement of current calendar year
- Sole Proprietorships: Personal Financial Statement
- Sole Proprietorships: Latest copy of 1040 tax return
- Resumes of principal officers and owners

All application forms and additional documentation can be submitted to your assigned account executive or to GCI at:

Email: wholesale@geofunding.com

Mail:

Attention: Wholesale

Geo Corp. Inc.,

901 Corporate Center Drive, #401

Monterey Park, CA 91754



Mortgage Broker Application

Company Information

Company Name/Name of Record: _____

DBA (only one DBA): _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Fax Number: _____

Primary Contact: _____

Primary Contact Email Address: _____

States Applying For: _____ Company NMLS: _____

Date Founded: _____ Federal Tax ID #: _____

Account Executive: _____

President/Owner Name (First Middle Last): _____

President/Owner SSN: _____ Ownership Percentage: _____

President/Owner Name (First Middle Last): _____

President/Owner SSN: _____ Ownership Percentage: _____

President/Owner Name (First Middle Last): _____

President/Owner SSN: _____ Ownership Percentage: _____

Preferred Credit Vendor: _____

GCI may make reference inquiries and may, at the sole expense of GCI order independent background investigations on the company and principal officers.

I affirm that all answers and information submitted in this application are true and correct. I hereby authorize GCI at its discretion, to verify the information with any other sources and I hereby waive any cause of action or claim I may have against such source with respect to any information that they may provide.

Lender References

Company Name: _____

Name of Contact: _____ Email Address: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Fax Number: _____

Company Name: _____

Name of Contact: _____ Email Address: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Fax Number: _____

Company Name: _____

Name of Contact: _____ Email Address: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Fax Number: _____

Production

Breakdown of production for the 2 most recent fiscal years:

	Conforming	Jumbo	FHA	VA
Year to Date	\$	\$	\$	\$
Prior Fiscal Year	\$	\$	\$	\$
Prior Fiscal Year	\$	\$	\$	\$



Mortgage Broker Agreement

This Mortgage Broker Program Agreement (the “Agreement”) dated as _____ (the “Effective Date”), is entered into by and between Geo Corp. Inc., (GCI) (the “Lender”) a Florida corporation with its principal place of business at 901 Corporate Center Drive, #401, Monterey Park, California 91754, and _____, (the “Broker”), with its principal place of business at _____. The Lender and Broker (each hereinafter referred to individually as a “Party” or collectively as the “Parties”), with reference to the following:

RECITALS

WHEREAS, the Parties which to establish a non-exclusive relationship whereby Broker will, from time to time and at its option, submit completed application packages for mortgage loans (“Loans”) to Lender on behalf of Broker’s clients (“**Borrowers**”) for possible funding.

WHEREAS, the Lender will fund all Loans submitted which meet its lending criteria, policies, and guidelines.

WHEREAS, the parties now desire to enter this Agreement to set forth the terms of their relationship.

NOW, THEREFORE, in consideration for the mutual covenants, promises, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, Lender and Broker agree as follows:

AGREEMENT

1. General Broker Responsibility; Fees. Broker will at Broker’s sole expense perform those services listed on Exhibit “A” to this Agreement. Such fees may be paid in whole or in part by Borrower and/or by Lender; provided, that no fees shall be payable to Broker which have not been fully disclosed to, and approved by, both Lender and Borrower. The contents of all Loan packages and other information submitted to Lender shall become the property of Lender upon loan closing, and all information contained therein may be subject to Lender’s independent verification. No fee shall be owed to Broker on account of any proposed Loan which is not funded and closed, and the Lender shall have no obligation under this Agreement to Broker if a Loan fails to close and fund, for whatever reason except that Lender will fund any loans submitted to Lender by Broker, which conform to the lending criteria, policies, and guidelines then in effect (“Lending Criteria”)
 - 1.1 Loan Applications: The Broker may deliver to Lender an application for a Loan from an Applicant (an “Application”), with the request that the Lender accept the Application and close the Loan in Lender’s name. The Application shall be on a Uniform Residential Loan Application (Fannie Mae Form URLA) and shall be accompanied by an Underwriting Transmittal Summary (Fannie Mae Form 1008). The Broker will deliver to Lender such records and information as Lender may request in evaluating the

Application. It is the responsibility of the Broker to assure that all necessary consents have been received from the Applicant to transmit credit information and the Application to Lender. Lender may choose to accept or decline the Application in Lender's sole discretion, or Lender may offer other loan products to the Applicant. If Lender declines to accept the Application, Lender will give the Applicant such notices as may be required by law that the Application has been denied. If Lender decides to accept the Application, any obligation of Lender to close the Loan will be subject to Lender's credit standards, and actual terms (including actual loan amount) may vary by application, normal standards of creditworthiness and collateral evaluation.

1.2 Obligations of Broker: If Lender accepts an Application, the Broker will perform the following services with respect to such Application, satisfactory to Lender:

- a) **Product Counseling**: The Broker shall educate each applicant regarding the features of various Lender Loan Products, including how closing cost and payment would differ under each product.
- b) **Appraisal; Title Commitment**: The broker shall obtain on behalf of the Lender an appraisal of the Mortgaged Property and commitment for the title insurance on the Mortgaged Property, including any appraisals or title reports prepared for Broker.
- c) **Disclosures**: The Broker understands that they are required to provide all Applicants all disclosures required by applicable laws and regulations. To the extent that such disclosures are required for the particular Loan prior to the closing date. Broker will provide GCI with evidence that such disclosures have been delivered to the Applicant as required by Dodd Frank Wall Street Reform Act. Except where GCI creates and distributes initial disclosures.
- d) **Loan Calculations**: Calculate Applicant's loan-to-value and debt-to-income ratios, considering any existing mortgages on the Mortgaged Property and the proposed Loan.
- e) **Credit Counseling**: Assist the Applicant in understanding and clearing credit problems that may hinder approval of the Application.
- f) **Contact with Applicant**: Maintain regular contact with the Applicant between the time of Application and the time of closing the Loan to gather additional information required by Lender, and to update the Applicant on the status of the loan.
- g) **Insurance**: Provide evidence that the Mortgaged Property is fully insured to the satisfaction of Lender, and that as of the closing date, Lender will be named as the mortgage loss payee on such policy of insurance. This includes but is not limited to, Homeowners Hazard Insurance, and Flood Insurance (if applicable).
- h) **Compliance**: On each anniversary of this Agreement, or at such other times as Lender requests, the Broker will deliver to Lender: (i) a written confirmation for this representation and warranty; (ii) a copy of the Broker's most recent HMDA loan

application register; and (iii) written responses to any inquiries Lender may have regarding the information contained in the HMDA loan application register or Broker's compliance with laws and regulations. The broker is required to follow SAFE Act and Licensing Requirements on each and every loan transaction submitted to Lender for consideration.

2. Loan Approval. Lender shall make available to Broker product descriptions of the various wholesale lending programs being offered by Lender from time to time. Such descriptions shall not be binding upon Lender. Loan approval shall be within Lender's Lending Criteria. Broker shall not represent to any party that Lender has approved or will approve any Loan until Broker is so informed by Lender in writing. All Loans shall close in Lender's name. Appraisers and their qualifications must be approved in advance by Lender; however, such approval does not ensure that Lender will not review or rewrite any appraisal submitted to it.
3. Broker's Warranties. Broker represents, warrants, and covenants to Lender, as of (i) the time any Loan package is submitted to Lender, and (ii) as of the time the Loan is funded and closed through the life of the Loan, that:
 - 3.1 Authority and Capacity. Broker is a duly organized and validly existing entity in good standing under applicable laws of the state of Loan Origination and is properly licensed, approved or registered with the U.S. Housing & Urban Affairs Department (at any time an FHA loan is submitted to Lender) and in such state or other states in which it is engaged in the business of brokering or originating mortgage loans, and that it is the requisite authority and capacity to enter into this Agreement and this Agreement has been duly authorized, executed and delivered by Broker and constitutes a valid and binding obligation of Broker, enforceable in accordance with its terms. Broker's compliance with the terms and conditions of this Agreement will not violate any provisions of its charter documents, any instrument relating to the conduct of its business, or any other agreement, law or regulation to which it may be a party or under which it may be governed. The Broker will comply with all laws and regulations (including, without limitation, Fair Credit Reporting Act, the Truth in Lending Act, the Equal Credit Opportunity Act, the Home Mortgage Disclosure Act, the Graham Leach Bliley Act (relating to Privacy), and all regulations promulgated thereunder.
 - 3.2 No Untrue Statements. None of the statements or information contained in any document submitted with or included as part of the application package, or in any document reviewed in connection with Lender's underwriting decision, contains or will contain any misleading, false or erroneous statements, or omit facts necessary to make such statements or information accurate and understandable in every respect.
 - 3.3 Absence of Claims. There is not pending or threatened any suit, action, arbitration, or legal, administrative, or other proceeding or investigation (including allegation of fraud by another lender) against Broker or its current or former owners, agents, or employees

which could have an adverse effect on the Broker's business, assets, financial condition, or reputation, or upon any Loan submitted for funding by Lender.

- 3.4 Control of Document. No Borrower shall have had in its direct or indirect possession or control any credit, income, or deposit verification document submitted to Lender with respect to any loan.
- 3.5 Duly Licensed. Broker possesses all necessary approvals, licenses, permits, and authority to execute and deliver this Agreement and to engage in the activities contemplated by this Agreement, and Broker is in full compliance in all respects, and in good standing, with all regulatory and supervisory agencies having jurisdiction over Broker. Broker is also both experienced and knowledgeable regarding the mortgage industry standards and practices in connection with the origination of Loans and will conduct its business in conformity with standards at least as high as generally prevailing in the mortgage industry, but in any event no less than what which all applicable, federal, state and local statutes, laws, rules and regulations (including, without limitation, the Equal Credit Opportunity Act, the Federal Truth in Lending Act, the Fair Credit Reporting Act, the Real Estate Settlement Procedures Act, the Fair Housing Act, and the Home Mortgage Disclosure Act).
- 3.6 Ownership. Broker has no direct or indirect ownership interest in any property acting as security for the loan. Neither the Broker nor any other person has, advanced any funds for and on behalf of the Applicant for the purpose of enabling the Applicant to make any required payments of principal or interest on the Loan, or any tax, insurance, special assessment, sewer, utility, or similar payments with respect to the Mortgaged Property or to qualify for the extension of credit. With respect to a first lien purchase money Loan, no subordinate financing was used in the Applicant's acquisition of the Mortgaged Property other than subordinate financing acceptable to Lender. Broker agrees to notify Lender, at the time of loan submission of any Application to Lender, of any business or familial relationship of the Broker with the Applicant, seller, real estate agent, inspector, appraiser or any person or entity performing any settlement service in connection with the loan.
- 3.7 Compliance/Licensing. Broker and each other person involved in the Loan transaction has complied and will comply with all applicable state and federal laws and regulations, including without limitation of the National Housing Act and its implementing regulations, (if an FHA loan is submitted to Lender) as amended, with respect to the Loans and activities of the Broker. The Broker and each other person involved in the loan transaction is in full compliance in all respects with all rules and regulations of all real estate and mortgage lending regulatory and supervisory agencies as are applicable to Broker and such person(s), and Broker and all such person(s) are presently in good standing with and hold all licenses and approvals on a current basis and to keep itself in good standing with such agencies. Broker further covenants to notify Lender immediately upon the suspension, revocation, expiration or other termination of any

licenses or approvals, or of the taking of any action by any such agency against Broker or such person(s) which could adversely affect the Broker's licenses and approval.

- 3.8 Fees. Any fees (and the amount of such fees) imposed by Broker upon Borrower have been determined by negotiations between Borrower and Broker. The total fees to be received by Broker have been separately itemized and fully disclosed to Borrower and Lender. The Broker is prohibited from collecting fees, other than a reasonable credit report fee, prior to disclosure and intent to proceed. The Broker is prohibited from collecting fees more than the amount charged (i.e., credit report, appraisal, etc.)
- 3.9 Services to Borrower. At all times during the term of this Agreement, with respect to each Borrower whose application has been submitted to Lender, Broker has observed and shall observe and fully discharge the duties owed by mortgage brokers to their clients under applicable law. In addition to having assisted Borrower in the completion of his/her loan application, Broker has fully and satisfactorily performed at least five of the services set forth on Exhibit "A." All services were performed and in accordance with accepted and customary standards in the mortgage lending industry generally, and the Broker is not aware of any dispute or claim by any borrower that all such services were not fully and satisfactorily performed.
- 3.10 High-Cost Mortgages. With respect to any Loan that is subject to the provisions of Section 226.31 and Section 226.32 set forth in Regulation Z (Truth in Lending), prior to the date of Broker's submission of Broker's completed Loan application package to Lender, Broker has delivered a complete and accurate notice which satisfies all requirements of Sections 226.31 and 226.32 of Regulation Z. Broker has reviewed and analyzed borrower's credit, income, debts and financial condition, discussed the results of its review and analysis with the Borrower and, based upon such review, analysis and discussion, Broker has a reasonable basis to believe that Borrower has the ability to repay the Loan in accordance with its terms. The Borrower has not signed a letter indicating or otherwise notified Broker that Borrower is unable to repay the Loan in accordance with its terms.
4. Status of Broker. Nothing in this Agreement shall be construed as the Broker being deemed a joint venture, partner, representative, employee, or agent of Lender. Broker shall not hold itself out as such, nor shall it use Lender's name in any advertising. Broker's decision to submit application packages to Lender has been made in consultation with Borrower.
5. Broker's Indemnification. Broker shall indemnify, defend and hold Lender and its affiliates, shareholders, directors, officers, agents, employees, successors, and assigns harmless from and against, and shall reimburse the same with respect to, any and all losses, damages, demands claims, liabilities, costs, and expenses, including reasonable attorney's fees, (collectively "Losses") from any cause whatsoever, incurred by reason of or arising out of or in connection with, (a) any breach of any agreement, covenant, representation or warranty contained in this Agreement; (b) Broker's failure to perform any obligation hereunder, (c) any claim by a Borrower resulting from Lender's lawful failure or refusal to fund a Loan; or (d)

any claim by any third party that Broker is a joint venture, partner, representative, employee or agent of, or otherwise associated or affiliated with, Lender. Broker's obligation to indemnify Lender under this Agreement shall arise upon Lender's incurring a Loss, € the failure of Broker to deliver the Mortgage File documents to Lender in accordance with this agreement, (F) any fraud committed in connection with a Loan on the part of Broker or any other individual or entity (other than Lender or assignee), (g) any claim by a Borrower regarding an agreement or arrangement, whether actual or alleged, with Broker, (h) any inability to obtain, or the lapse of cancellation of private mortgage insurance or FHA insurance, as applicable, in connection with a Loan that arises out of, results from, or relates to an act or omission on the part of the Broker, (i) any Loan in connection with which there was a misstatement of material fact. Without limiting the foregoing, the costs and expenses for which Broker must indemnify Lender include costs and expenses (including without limitation attorney's fees and internal costs and expenses) incurred by Lender to enforce its rights under this section and section 6.

6. Lender's Rights. Broker's obligation to fully indemnify Lender under this Agreement shall not be affected by Lender taking any of the following actions with or without notice to Broker (a) liquidation, repayment, retirement, or sale or resale of any Loan, (b) foreclosure of any Loan; or (c) sale or resale of the property securing any Loan.
7. Repurchase. If Broker is obligated to indemnify Lender or any assignee, direct or indirect, of a Loan closed by Lender from Broker hereunder with respect to any of the events or circumstances set forth in section 5 (the "Indemnified Events"), then in addition to the obligations of Broker under section 5, Broker shall, upon receipt of a notice from Lender, promptly repurchase the Lender each Loan acquired by Lender hereunder that is affected by the Indemnified Events. The repurchase price for each loan shall be an amount equal to the sum of the outstanding principal balance of the Loan, the accrued but unpaid interest on the Loan, the amount of unreimbursed advances made by Lender in connection with the Loan, the amount of unpaid late charges, Lender's cost to carry the Loan from the date of closing, as applicable, to the date of repurchase, and the amount of compensation or premium paid by Lender, directly or indirectly, to Seller in connection with the Loan. In the event that Lender sold such a Loan, or a participation interest therein, to an assignee, and the assignee requires or permits the repurchase of the Loan, then Broker shall, promptly upon receipt of a notice from Lender, provide Lender with an amount equal to the sum of the funds necessary to repurchase the Loan pursuant to the assignee's requirements, the amount of unreimbursed advances made by Lender in connection with the Loan, and amount of unpaid late charges, Lender's cost to carry the Loan from the date of closing to the date of repurchase, and the amount of any servicing-related premium and if applicable, any above par premium paid by Lender, directly or indirectly, to Broker in connection with a Loan.
 - 7.1 Repurchase Turn Time. Broker shall repurchase any Mortgage Loan required to be repurchased pursuant to this Agreement within fifteen (15) calendar days after Broker's receipt of written repurchase demand from the Lender. The repurchase price includes all those as listed in section 7. Upon such repurchase of Mortgage Loan by the Broker, the

Lender shall endorse the Note and shall assign the Mortgage Loan in recordable form to the Broker, without representations and warranties, whether express or implied, and without recourse to the Lender.

8. Disclosure of Information. Broker acknowledges and agrees that Lender may report instances of Broker making any misstatement in connection with a Loan or Broker's knowingly aiding a Borrower, or any other party involved in the Loan transaction to do the same, to appropriate state or federal regulatory authorities or law enforcement agencies. In addition, Broker shall make prompt, timely, full, accurate and truthful disclosures to Lender of all facts, information, and documentation which Broker may know, suspect, or have notice of, which could affect or has affected the validity, collectability, collateral value, security, and enforceability of any loan brokered by Broker for funding by Lender. Broker will be responsible for the content and accuracy of all disclosures required to be made by Broker under this Agreement, except for Lender's loan servicing statement and home equity program disclosures, which will be provided to the Broker directly from the Lender.
9. Termination of Agreement. Upon notice to the other: Broker may terminate its obligations under Section I of this Agreement, or Lender may terminate its obligations under Sections 1, 2, and 3 of this Agreement. No other provisions of this Agreement may be terminated for any reason. Termination of this Agreement will not affect the parties' obligations with respect to the Loans closed or Applications submitted to the Lender, prior to the date of termination. The Lender will provide notice of Termination, with the effective date to the Broker within five (5) calendar days of receiving such notice.
10. Governing Law. This agreement shall be governed by and construed in accordance with the law of the state of California.
11. Miscellaneous: Right to Offset. Amounts owed by Broker to Lender under this Agreement may, at Lender's option and sole discretion be offset by Lender against any payments then or thereafter owed by Lender to Broker.
 - 11.2 Notices. All notices required hereunder shall be in writing and shall be deemed to have been given, made, and received only (a) upon delivery, if personally delivered to a party; (b) one business day after the date of dispatch, if by facsimile transmission; (c) one business day after deposit, if delivered by a nationally recognized courier service offering guaranteed overnight delivery; or (d) three business days after deposit in the United States first class mail, certified mail, postage prepaid, return receipt requested, to the address appearing on the signature page of this Agreement.
 - 11.3 Attorney's Fees. If either party to this Agreement brings an action or proceeding concerning the rights and duties of the parties hereto, whether founded in tort, contract, or equity, or to declare rights hereunder, the prevailing party in such proceeding, action, or appeal thereon, shall be entitled to recover its reasonable attorney's fees and costs from the other party. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or

judgment. The attorney's fees award shall not be computed in accordance with any court fee schedule but shall be such as fully reimburse all attorney's fees reasonably incurred. In addition, Broker hereby agrees to reimburse Lender for all attorney's fees, costs, and expenses incurred in preparation with service of notices of default, demands and consultations with Lender's attorneys in connection therewith, whether or not a legal action is subsequently commenced in connection with Broker's default or breach.

11.4 Assignment. Broker may not assign this Agreement or its duties hereunder.

11.5 Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, representations, and understandings. No supplement, modification, or amendment shall be binding unless executed in writing by both parties.

11.6 Waivers or Remedies. Failure or delay to exercise any right or remedy available under this Agreement or at law or equity, shall not act as a waiver of any other right or remedy, nor shall any single or partial exercise of any right preclude any other or further exercise thereof. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver. All remedies shall be cumulative and nonexclusive.

11.7 Partial Invalidity. If any provision of this Agreement is held invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

11.8 Further Assurances. Each party shall perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement. In the event any borrower(s) exercises his/her/their right of rescission, Broker shall promptly pay to Lender all amounts collected by Broker from Borrower in connection with the Loan except where such amounts were disbursed by Broker to third party service providers.

11.9 Provision of Information. During the term of this Agreement, and after the submission of a Loan application to Lender, Broker shall furnish Lender, by bonded courier, all notices, communications, documents, correspondence, and any other materials received by Broker from any person whatsoever relating to a Loan within one day following receipt thereof by Broker.

11.10 Reimbursement. Broker shall reimburse Lender all attorneys' fees and costs incurred in Lender's attempt to recover any and all sums due under this section 11 in the event that the Broker fails to timely reimburse the Lender.

12. Early Payoff Premium/Credit Recapture.

12.1 All Programs. If Borrower prepays a Mortgage Loan in full within six (6) months of the first payment due date for any reason, Broker shall pay to Lender an indemnification

amounts equal to all compensation paid to Broker on the loan transaction from any source. Throughout the term of this Agreement, Lender will monitor the frequency of such early pay off activity on loans submitted by the Broker and should Lender determine, in its sole and exclusive discretion, as a result of such monitoring, that the frequency of early pay off activity on loans submitted by the Broker are deemed excessive, such a finding shall be deemed a valid basis for a declaration of default of this Agreement on the part of the Broker and justification for immediate termination of this Agreement as set forth in section 9.

13. Early Payment Default.

13.1 Default Loan. In addition to any other repurchase obligations within this Agreement, Broker shall repurchase a Loan at the repurchase prices set forth in section 7 within (5) business days following the receipt of notice from Lender of the occurrence of any of the following events with respect to such a Loan: (a) for any Loan that is eligible to be sold to or insured by any Agency: any of the first four (4) scheduled monthly payments due Lender on the Loan becomes ninety (90) days delinquent; or (b) for any other Loan: any of the first four (4) Scheduled monthly payments due Lender on the Loan becomes (30) days delinquent.

13.2 Delinquent Loan. A monthly payment shall be considered delinquent if that payment is not received by Lender or its assigns on or before its due date. Each delinquent monthly payment shall accrue another day of delinquency for each consecutive day that passes without Lender or its assigns receiving that monthly payment. Furthermore, each full calendar month that passes without Lender or its assigns receiving the delinquent monthly payment, the monthly payment shall be considered thirty (30) days delinquent regardless of the number of days in that month.

13.3 Prohibition. Broker shall not advance funds for or on behalf of a Borrower for any payment or to otherwise make funds available to any Borrower or avoid or cure a default by the Borrower and any such action by Broker shall not negate Broker's repurchase obligation under this section 13. A payment for which Lender deducted funds at the time of closing the Loan from Broker shall not be considered the first payment due after the date the Loan is closed.

14. No Pending Litigation. Broker hereby affirms that there are no active judgments, court orders, claims, counterclaims, defense, right to set off, or similar right against any lender at the time of entering this Agreement. Broker agrees to notify the Lender if any of the herein referenced are raised. Including but not limited to actions, arbitration proceedings, investigations, suits, administrative proceedings, or any other proceedings pending or threatened against Broker, the adverse outcome of which would have material effect on Broker's financial conditions, Broker's title to any loans or Broker's ability to perform under this Agreement.



- 15. Financial Statements. Upon request by Lender, Broker will furnish to Lender copies of Broker’s most recent annual financial statements and the most recently completed current interim financial statements. Such financial statements shall be prepared in accordance with generally accepted accounting principles and shall consist of balance sheets and statements of income for the applicable period. The financial statements shall be certified by an authorized financial officer of Broker and by independent certified public accountant. Broker shall also furnish to Lender such other financial information as is reasonably requested by Lender.
- 16. Compliance with Lending Guide. In addition to any representation, warranties or agreements contained in this Agreement, Broker further agrees to perform all other obligations and makes such representations and warranties, and agrees to meet all other requirements, set out in Lender’s current guidelines for loans, in which a copy of the Lenders Guidelines (the “Guide”) are available at the website given by lender for business to business activity. All of which are incorporated into this Agreement. All modifications and additions to the Guide may change periodically, with or without notice and become effective as of the date of which they are published on the Lender’s website. The latest version of the Guide will reflect the latest published version.
- 17. Broker Compensation: Broker agrees that any compensation received by Broker, either directly from an Applicant or through service release premiums or otherwise, may not exceed the amount permitted by any laws or regulations. Broker will refund any excess amounts to the Applicant and indemnify the Lender from any claims, cost, attorney fees and litigation cost that may arise from such excess payments. Any compensation or premiums payable to the Lender may be identified in the rate sheet that the Lender provided to the Broker.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Broker Agreement as of the date first set forth above.

Broker Address

Signature	Printed Name	Title	Date

Lender Address

Signature	Printed Name	Title	Date

EXHIBIT A

- (a) Taking information from the Applicant and filling out the Application. Filling out the prospective Borrower's worksheet may substitute for the act of filling out a Mortgage Loan Application if, for reasons of efficiency, the Lender prefers to have the actual application filled out in a central location.
- (b) Analyzing the Applicant's income and debt for prequalifying the borrower to determine the amount of the applicant can afford.
- (c) Educating the Borrower in the home-buying and financing process, advising the borrower about the different types of loan products available, and demonstrating how closing costs and monthly payments vary under each product.
- (d) Collecting financial information (ex: tax returns, bank statements) and other related documents that are part of the application process.
- (e) Initiating or ordering verifications of employment (VOEs) and verifications of deposit (VODs).
- (f) Initiating or ordering requests for mortgage or other loan verifications.
- (g) Initiating or ordering appraisals.
- (h) Initiating or ordering inspections or engineering reports.
- (i) Providing required legal disclosures (truth in lending, good faith estimate, etc.), to the Applicant.
- (j) Assisting the Applicant in understanding and clearing of credit problems.
- (k) Maintaining regular contact with the Applicant, Real Estate Broker, Salesperson, and Lender between application and closing to apprise them of the status of the application and to gather any additional information as needed.
- (l) Ordering legal documents.
- (m) Determining whether the secured property is in a flood zone or ordering a flood determination.
- (n) Participating in the loan closing.
- (o) Compliance with all regulatory inquiries and/or examinations wherein the Lender requires that the Broker cooperate in producing copies, records, and any other relevant loan information to any Applicant(s), Applications(s), or Loan(s) closed or funded by the Lender, and make available for inspection, copying and audit by and authorized auditor or officer of the Lender or any regulatory authority. Lender reserves the right to conduct an on-site quality control inspection of Broker's loan origination procedures upon Broker receiving a reasonable prior notice.



Authorization For Verification

The undersigned certifies that the statement set forth herein and in any accompanying documents are true and factual to the undersigned's best knowledge. The undersigned hereby authorizes Geo Corp. Inc., (hereinafter referred to as ("GCI") to obtain verification of the information it may deem necessary about the applicant and its principals from any source including any investor, governmental agency or authority, credit bureau or reporting agency, or any other person or entity.

Additionally, the undersigned and company ("We") represent and warrant that the information provided is complete and accurate in all respects. We understand that this application is made for the purpose of inducing GCI to approve our business relationship with GCI. We authorize GCI to make such investigation of our financial condition and representations contained in the application. We understand that this application shall remain confidential property of GCI for all purposes. We agree to notify you immediately of any adverse change affecting the company.

The Federal Equal Credit Opportunity Act requires that all creditors, including banks, savings and loans, small companies, retail stores and others, make credit equally available to all credit worthy customers without regards to sex, marital status, race, color, religion, national origin, age, the fact that all or part of the applicant's income is derived from a public assistance program, or the fact that this applicant has in good faith exercised any right under the Consumer Credit Protection Act or applicable state law.

_____ Broker of Record Signature	_____ Print Name	_____ Title	_____ Date
_____ Principal/Senior Officer Signature	_____ Print Name	_____ Title	_____ Date



LOAN FRAUD PREVENTION ACKNOWLEDGEMENT

It is the policy of GCI to support the eradication of loan fraud within the residential lending marketplace. Loan Brokers should be advised that a licensed Broker bears the responsibility for all actions performed in the course of business, of his or her employees or licensees.

COMMON LOAN FRAUD AND MISREPRESENTATION TYPES

- Submission of inaccurate, including false statements on loan application and falsification of documents purporting to substantiate credit, employment, deposit and asset information or personal information including identity, ownership/non-ownership of real property, etc.
- Submission of inaccurate information, including false statements on loan applications and falsification of documents purporting to substantiate credit, employment, deposit and asset information or personal information including identity, ownership/non-ownership of real property, etc.
- Forgery or partially or predominantly accurate information.
- Incorrect statements regarding current occupancy or intent to maintain minimum continuing occupancy as stated in the security instrument.
- Lack of due diligence by broker/loan officer/processor, including failure to obtain all information required by the application and failure to request further information as dictated by borrower's response to other questions.
- Unquestioned acceptance of information, or documentation, which is known, should be known, or should be suspected as inaccurate. This includes:
 - Simultaneous or consecutive processing of multiple owner-occupied loans from one application on multiple properties, or from one applicant supplying different information on each application
 - Allowing an application or interested party to "assist" with the processing of the loan.

CONSEQUENCES OF LOAN FRAUD

The consequences of residential loan fraud are far-reaching and expensive. GCI 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, GCI could be obligated to repurchase the loan from our investor. Fraudulent loans harm our reputation and 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:



LOAN FRAUD PREVENTION ACKNOWLEDGEMENT, CONTINUED.

To the Broker:

1. Criminal prosecution which may result in possible fines and imprisonment.
2. Revocation of the Broker's license.
3. Inability to access Lenders caused by the exchange of legally permissible information between Lenders, Mortgage Insurance Companies, FHLMC, FNMA, HUD/VA and other Investors, Police Agencies and State and Federal Regulatory Agency.
4. Civil action by GCI.
5. Mortgage Broker reported through the SARS database.
6. Civil action by applicant (Borrower) and/or other parties to the transaction.
7. Loss of approved Broker status with GCI.
8. Loss of any compensation owed on other transactions by GCI to Broker.

To the Borrower(s):

1. Acceleration of debt as mandated in the Security Instrument, Deed of Trust or Mortgage.
2. Criminal prosecution which may result in possible fines and imprisonment.
3. Civil action GCI.
4. Civil action by other parties to the transaction such as Seller or Real Estate Agent/Broker.
5. Termination of employment.
6. Forfeiture of any professional license.
7. Adverse, long-term effect on credit history.

I have read the foregoing. I understand and accept GCI's policy on Loan Fraud.

Broker of Record Signature	Print Name	Title	Date
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President/Owner Signature	Print Name	Title	Date
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Addendum “A”

LENDER PAID COMPENSATION SCHEDULE

TIER	Compensation Built into Rate Sheet (in BPS)
1	(0.500)
2	(0.750)
3	(1.000)
4	(1.250)
5	(1.500)
6	(1.750)
7	(2.000)
8	(2.250)
9	(2.500)
10	(2.750)

I have acknowledged and understand that Geo Corp. Inc., will only allow one (1) compensation tier change every 30 days and that under no circumstance may I receive differently from what I have agreed upon, as noted below. To change Compensation Agreement, I understand that a new Compensation Agreement must be completed and approved before the last day of the month before 1:00pm (PST) in order for the change to be applied to the following month. I also understand that Compensation Agreement changes will only go into effect the first day of the month and that any loans closed prior to this date will be paid based on previous Compensation Agreement.

Company Name

DBA

Broker of Record Name

Signature

Date

President/Owner Name

Signature

Date

FAIR LENDING POLICY

GCI is committed to treating all customers fairly and equally. We strive to ensure GCI does not discriminate in any part of lending transactions based on the following:

- Race,
- Color,
- Religion,
- National Origin,
- Sex,
- Marital Status,
- Military Status,
- Sexual Orientation,
- Age provided the applicant has the capacity and is of an age meeting the underwriting requirements of age,
- Disability,
- Receipt of public assistance income, whether a person has exercised any right under the Consumer Protection Act (that includes the Truth in Lending Act), or
- Any other basis prohibited by law.

GCI's management and employees are committed to the practices of fair lending. It is GCI's policy to make credit products available to all applicants who meet our business focus in a fair and consistent manner within the confines of a safe and sound business practices.

The following is GCI's Fair Lending Policy.

- GCI is fully committed to the principle all credit decisions should be made without regard to the items listed above and will fulfill this commitment while maintaining prudent credit discipline and sound business practices.
- GCI recognizes affirmative steps must be taken to ensure that this principle is applied consistently and continuously throughout all aspects of our credit operation, including product design, sales and marketing, underwriting, training, performance evaluation, and servicing practices.
- Everyone at GCI involved in the credit process must strictly comply with fair lending requirements.
- GCI monitors the operation and achievements on a regular basis to ensure procedures are followed and GCI's objectives are met. GCI will continue to make changes in our operation as we identify ways to effectively meet our commitment to fair lending.
- GCI requires loan terms, rates, and fees to be consistent with applicant qualification, the applicant has the ability to repay the obligation and the applicant receives a tangible benefit from the loan transaction.



CORPORATE RESOLUTION

I, _____ hereby certify that I am a duly elected and qualified Secretary or Officer of _____ (Name of Company) a corporation or Business, with its principal office located in the City of _____, correct copy of the resolution(s) duly adopted by the Board of Directors of the corporation in accordance with the By-laws of the corporation and the laws of the State of on the day of _____.

RESOLVED, that this corporation shall enter into the “Broker Loan Program Agreement”, Dated, _____, between the Corporation and Geo Corp. Inc., (the Broker) and RESOLVED, that the Board of Directors authorized and directs

Full Name Title

to execute and into the Agreement on behalf of the corporation; and

RESOLVED, that the individuals whose names, signatures and titles appear below be, and each of them is, authorized and empowered to take all steps and do all acts performance and observance by the corporation of all covenants, conditions, warranties, and obligations arising under the Agreement, including but not limited to the making of and execution of any instruments, certificates, or other documents in connection with the Agreement.

Full Name Signature Title

Full Name Signature Title

Full Name Signature Title

HOME BASED BROKER AFFIDAVIT

All Home-Based Brokers are required to attest and certify that they understand and will comply with the following:

- No affiliation or ownership interest in an escrow company is permitted.
- All files and materials related to clients and their files will be always secured in accordance with The Gramm Leach Bliley Act and Safeguard Policy.
- Computers must be password always protected.
- As a Home-Based Broker, I will be subjected to quarterly reviews on production volume and file quality.
- In the event of a security breach, I will notify GCI in writing of such breach as well as the extent of the breach within one (one) business day of the occurrence by emailing Compliance@geofunding.com.

Company Name

DBA

Broker of Record Name

Signature

Date

President/Owner Name

Signature

Date



MORTGAGE LOAN ORIGINATOR AND LOAN PROCESSOR ROSTER

First Name, Last Name	Position (LO/Processor)	NMLS ID	Contact Number	Email Address
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