



Satisfactory findings from Third Party Certification performed by JDP.

Date \_\_\_\_\_

## Broker Document Checklist

- ☐ - Completed and executed Broker Application (all information is required, and authorizations to release information must be completed and executed).
- ☐ - Properly endorsed and unaltered Equity Prime Mortgage LLC Mortgage Broker Agreement.
- ☐ - EPM's Authorization for Background Check completed for Principal Officers.
- ☐ - Provide at least three references.
- ☐ - Quality Control Plan
- ☐ - Interim Financial Statement that must be within the last 90 days. (Broker needs to sign and date)
- ☐ - Errors and Omission Insurance or Surety Bond, where applicable
- ☐ - Copy of Resumes (Principals and Key Staff)
- ☐ - Completed & Properly endorsed IRS Form W-9 certifying the taxpayer identification number.
- ☐ - VA Sponsorship Form and payment of \$100 can be made by check (check must be payable to the Department of Veteran Affairs) or card by requesting the payment link from your AE. Please send check and VA Sponsorship form to the below address:

**Equity Prime Mortgage  
ATTN: Compliance  
5 Concourse Parkway  
Queen Building • Suite 2250  
Atlanta, GA 30328**



Equity Prime Mortgage LLC, NMLS #21116 | 5 Concourse Parkway, Queen Bldg, Ste 2250 | Atlanta, GA 30328

Toll Free: (877) 255-3554 | Local: (678) 205-3554 | Fax: (678) 466-7578

[www.epm.net](http://www.epm.net)



## Mortgage Broker Agreement

**THIS MORTGAGE BROKER AGREEMENT** (together with all exhibits and amendments, “Agreement”) is entered into as of \_\_\_\_\_ by and between EQUITY PRIME MORTGAGE LLC (“Lender”) and \_\_\_\_\_ (“Broker”) (collectively, the “Parties”).

WHEREAS, Broker is in the business of originating and Lender is in the business of making loans secured by residential real estate.

WHEREAS, the Parties desire to establish a nonexclusive relationship whereby Broker will submit application packages to Lender for its funding consideration.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, Lender and Broker hereby agree as follows:

**1. DEFINITIONS.** Whenever used herein, the following capitalized words and phrases shall have the following meanings:  
Agency: Fannie Mae, Freddie Mac, the United States Department of Housing and Urban Development, the Federal Housing Administration, Ginnie Mae, the United States Department of Veterans Affairs, the Rural Housing Service and any other state or federal agency or government sponsored entity which acquires, sponsors or subsidizes mortgage loans.

Applicable Law: Any federal, state or local constitution, statute, rule, regulation, ordinance, administrative guidance or similar legal requirement or authority applicable to the creation, maintenance and authorization of business entities or the taking of applications for or origination or processing of mortgage loans or any related activity including but not limited to the Real Estate Procedures Act and Regulation X, the Equal Credit Opportunity Act and Regulation B, the Fair Housing Act, the Fair Credit Reporting Act, and the Gramm-Leach-Bliley Act; and any applicable and valid order, verdict, judgment or consent decree.

Application Package: With respect to each Mortgage Loan, (a) a completed loan application signed by all Borrowers, (b) all notices and disclosures required by Applicable Law and the Guidelines prior to the time of submission to Lender, and (c) documents and information Lender requires to underwrite the Mortgage Loan, including, but not limited to, credit reports, financial statements, verifications and any other information Lender requests all of which Broker shall provide at its sole expense.

Borrower: The applicant for and/or obligor on the promissory note evidencing the Mortgage Loan.

Guidelines: All published guidance of Lender or any Agency, including without limitation all announcements, bulletins, web postings, circulars, automated underwriting systems communications, underwriting manuals or guidelines, handbooks, policies and procedures now or hereafter existing which apply to an Application Package or Mortgage Loan.

Mortgage Loan: A loan which is the subject of this Agreement and secured by a one-to-four family residential dwelling, including, without limitation, the related disclosures and all other documents and information provided to or by Broker in connection with the mortgage loan.

## 2. BROKER'S SERVICES; LENDER'S APPROVAL.

(a) Broker shall submit to Lender Application Packages which conform to the Guidelines. Broker agrees and understands that nothing in this Agreement shall be construed as creating any obligation on the part of Lender to accept or approve any Application Package or to make a Mortgage Loan, all of which shall be in Lender's sole and absolute discretion.

(b) If Lender approves an Application Package, Lender shall notify Broker in writing of its conditional approval of such Mortgage Loan, which notice shall state the material terms for such Mortgage Loan and the conditions required to be satisfied prior to closing such Mortgage Loan (the “Conditional Approval Letter”). Broker agrees that it shall not warrant or represent to Borrower or any party that Lender has finally approved or will approve or fund any Mortgage Loan until such time as Lender notifies Broker in writing of same.

(c) Following its receipt of a Conditional Approval Letter, Broker shall, at its sole expense, provide such other documentation and perform such other functions as Lender may require to facilitate the closing of such Mortgage Loan. Broker shall use its best efforts to deliver Mortgage Loans for which Lender has issued a Conditional Approval Letter and understands and agrees such duty is the essence of this Agreement.

(d) Lender shall not be obligated to fund any Mortgage Loan that does not, in Lender’s sole discretion, comply with this Agreement, Applicable Law or the Guidelines or which fails to satisfy the terms and conditions in the Conditional Approval Letter. All Mortgage Loans shall close in Lender’s name with funds provided by Lender.

### **3. COMPENSATION.**

Broker may receive fees from either Borrower or Lender, but not both, for services rendered under this Agreement. Lender shall compensate Broker only for those Application Packages which result in Mortgage Loans which Lender closes and funds. Broker’s compensation for services under this Agreement shall be as set forth on Exhibit A to this Agreement which is attached hereto and incorporated herein by reference. Broker shall accept compensation only as permitted by Applicable Law and the Guidelines. Broker has established or entered into a written compensation agreement with each of its employees engaging in loan origination activity and shall compensate its employees and other persons only as permitted by Applicable Law and the Guidelines.

### **4. REPRESENTATIONS WARRANTIES AND COVENANTS.**

The covenants, representations and warranties set forth in this Agreement shall survive delivery of an Application Package, funding of any related Mortgage Loan and the termination of this Agreement. Broker hereby represents, warrants and covenants to Lender that as of the date of this Agreement and as of the closing and funding of each Mortgage Loan:

(a) Broker is duly organized, validly existing and in good standing under the law of the state of its organization and in compliance with all Applicable Law and the Guidelines.

(b) Broker and its employees (as applicable) are properly licensed and/or registered on the Nationwide Mortgage Licensing System (“NMLS”), or exempt therefrom, and qualified to do business in all jurisdictions where it solicits for Mortgage Loans and conducts the activities contemplated hereunder. Broker shall notify Lender immediately upon the suspension, revocation, expiration or other termination of any license, registration or qualification, or of the taking of any action against Broker or its employees that could adversely affect Broker or its employees.

(c) Broker has all requisite power, authority and capacity to enter into this Agreement and to perform its obligations hereunder. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by all necessary action and constitute a binding obligation of Broker.

(d) No representation, warranty or written statement made by Broker in this Agreement, or in any written or verbal communication made to Lender in connection with the transactions contemplated hereunder, contains, or will contain, any misrepresentation of material fact, untrue statement of a material fact or omits, or will omit a material fact necessary to make the statement contained herein or therein not untrue or misleading.

(e) Except as previously disclosed by Broker to Lender in writing, there is not pending or, to Broker’s knowledge, threatened, any suit, action, arbitration, investigation, or other proceeding, including an allegation of fraud by another lender, against Broker or its current or former officers, directors, shareholders, employees, representatives or agents.

(f) Broker is in compliance with and not in violation of any Applicable Law, and each Application Package and Mortgage Loan complies in all respects with this Agreement, Applicable Law and the Guidelines.

(g) There are no facts, circumstances or conditions with respect to any Application Package which Broker believes or has any reason to believe could be expected to cause the Mortgage Loan to become delinquent or adversely affect the value, marketability or insurability of such Mortgage Loan, or cause it to be considered a “high cost,” “covered loan,” “threshold” or

“predatory loan” within the meaning of Applicable Law or the Guidelines. Broker has committed no act or omission that will impair or invalidate Lender’s interest in, or enforceability of, a Mortgage Loan. Broker has not adversely selected Application Packages for submission to Lender.

(h) Broker directly originated the Application Package, and the Borrower was interviewed by a full-time duly licensed or registered employee of Broker. The Application Package and all information and documents submitted to Lender are in every respect valid and genuine, on their face what they purport to be, true, correct and accurate. Broker established the identity of the Borrower and conducted other due diligence in connection with each Application Package in accordance with Applicable Law and the Guidelines. No Application Package, information or documentation submitted to Lender contains any untrue, inaccurate, erroneous, fraudulent, or misleading statement of fact or omission, regardless of whether the information or documentation was prepared by Broker, Borrower or any third party.

(i) No conflict of interest or business relationship of any kind exists between Broker and Borrower or any other party in connection with an Application Package including but not limited to any appraiser, title agent or attorney (collectively, “Vendors”). Should any conflict of interest or business relationship arise hereafter, Broker will immediately notify Lender. Lender may determine, at its sole discretion, that Vendors are unacceptable.

(j) The appraisal of the Mortgaged Property was ordered in compliance with Applicable Law and the Guidelines.

(k) Within ten (10) days of Lender’s written request at any time (including after termination of this Agreement), Broker shall provide additional documents or information and take all actions necessary to remedy any matter not in compliance with Applicable Law and the Guidelines, including assisting Lender in obtaining documentation relating to a Mortgage Loan from closing agents.

(l) Broker shall notify Lender within one (1) Business Day: (i) of any material change in its financial condition or executive management; (ii) of any change in ten (10%) percent or more of its ownership; (iii) if any representation or warranty in this Agreement is or becomes untrue; (iv) of Broker’s receipt of a writing from any lender or investor demanding that Broker indemnify such party or purchase a loan; and (v) if Broker enters into a decree or order with or receives notice of the finalization of an administrative enforcement action by any Agency, regulator or governmental sponsored entity.

(m) Upon thirty (30) days notice from Lender, Broker shall provide to Lender any and all documentation or information Lender reasonably requires regarding Lender including evidence of bonds, insurance and licenses.

(n) Broker shall notify Lender immediately if Broker receives a subpoena relating to this Agreement or any Mortgage Loan submitted to Lender.

## **5. CONFIDENTIALITY.**

Broker hereby agrees that the terms and conditions of this Agreement, Lender’s products, the Guidelines and any advice or agreement to fund any Mortgage Loan hereunder shall be kept confidential and their contents shall not be divulged to any party without Lender’s prior written consent except to the extent that it is necessary for Broker to disclose any such information in accordance with Applicable Law, or in working with legal counsel, auditors, taxing authorities or other governmental agencies. The obligations under this section are continuing and shall survive the termination of this Agreement.

## **6. RESCISSION; EARLY PAYOFF; EARLY PAYMENT DEFAULT.**

(a) If Lender receives notice that a Borrower has rescinded a Mortgage Loan, Broker shall promptly return to Lender all amounts Broker collected, either directly or from disbursement at closing, regardless of whether such amounts were disbursed by Broker to other parties.

(b) Within ten (10) days after Lender notifies Broker of the following events, Broker shall refund to Lender any compensation Lender paid to Broker in connection with a Mortgage Loan: (i) (Early Payoff) the Mortgage Loan is paid in full on or before one hundred eighty (180) days after its consummation (6 months from 1st payment date); or (ii) (First Payment Default) the Borrower fails to pay the first payment and or (Early Payment Default) any amount due within thirty (30) days of the payment due date for any two of the first four payments even if such default is subsequently cured.

**7. PURCHASE OBLIGATION.**

Broker will purchase any Mortgage Loan within ten (10) days of Lender's demand upon any of the following circumstances: (a) Lender discovers any evidence of fraud, misrepresentation or material omission in connection with the Application Package or the origination or processing of the Mortgage Loan; or (b) Broker breached this Agreement with respect to the Mortgage Loan. In Lender's sole discretion, Lender may permit Broker to cure a defect in lieu of purchasing the Mortgage Loan.

If Lender demands that Broker purchase a Mortgage Loan, the purchase price shall be equal to: (a) the principal balance of such Mortgage Loan as of the purchase date; plus (b) accrued but unpaid interest up to and including the date of purchase; plus (c) all advances, servicing fees and accrued ancillary income; plus (d) Lender's out of pocket expenses, including attorneys' fees, whether or not a law suit is filed, relating to such Mortgage Loan or enforcement of Broker's obligations hereunder; plus (e) compensation Lender paid Broker in connection with such Mortgage Loan.

Notwithstanding the foregoing, Lender shall not require Broker to purchase a Mortgage Loan if Broker does not maintain the requisite license or governmental approval to do so. Whether or not Broker may purchase a Mortgage Loan in compliance with Applicable Law, Lender may seek indemnification from Broker pursuant to this Agreement or sell the Mortgage Loan. Upon the occurrence of such a sale, Broker's liability to Lender for such Mortgage Loan shall be equal to the amount of the purchase price as provided above less the actual amount received by the Lender in such sale (which amount shall be conclusively deemed a reasonable mitigation of Lender's damages).

**8. INDEMNIFICATION.**

Broker hereby agrees to indemnify, defend and hold harmless Lender, its successors and/or assigns and its respective officers, directors, shareholders, employees and agents from and against any loss, damages, penalties, fines, forfeitures, expenses, suits and liability of every kind, nature and description arising out of or in any way connected with any Application Package submitted to Lender by Broker, any representation, warranty or written statement made by Broker in this Agreement, or in any written or verbal communication made to Lender pursuant to this Agreement, or arising out of or based upon the existence of any facts, circumstances, situations, conditions or the happening of any events constituting a breach or violation of any of the obligations, duties, representations and warranties of the Broker contained herein. Further, Broker agrees to carry adequate liability insurance to cover any claims asserted against Broker and/or Lender arising out of any breach by Broker of the terms of this Agreement. The indemnification contained in this paragraph shall survive the termination of this Agreement and shall extend to any third party to which Lender has sold any loan, or to any assignee thereof.

**9. TERMINATION.**

This Agreement may be terminated by either party, without cause, upon thirty (30) days prior written notice to the other. Termination of this Agreement shall not extinguish Broker's obligations to Lender as provided in this Agreement. The Agreement may be terminated immediately by written notice from Lender if it determines, in its sole discretion, that Broker has: (a) breached this Agreement; or (b) engaged in fraud, dishonesty, criminal conduct, gross negligence or any other activity that could result in loss, civil, criminal or regulatory action against Lender. In the event of such termination, Lender may, but shall be under no obligation to, fund any Application Package for which Lender issued a Conditional Approval Letter.

**10. INSPECTION.**

Lender shall have the right to audit and inspect Broker's books, records, systems, operations, procedures and files in order to determine whether Broker is in compliance with this Agreement. Broker shall allow Lender, its agents, designees and regulators reasonable access during regular business hours to examine, inspect, and copy Broker's books and records which are in any way related to the Mortgage Loans or this Agreement. Broker shall cooperate and assist in any such audit or inspection and shall reimburse Lender for the costs of such inspection. Lender's inspection or failure to inspect shall not affect its rights and remedies under this Agreement.



**11. MISCELLANEOUS.**

(a) Notices: Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services.

**If to Lender:**

Name: Equity Prime Mortgage LLC  
Address: 5 Concourse Pkwy | Ste 2250  
Atlanta, GA 30328  
Attn: Chief Compliance Officer

**If to Broker:**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Attn: \_\_\_\_\_

(b) Right to Offset: All amounts Broker is to pay Lender under this Agreement shall be by wire transfer of immediately available funds. Amounts owed by Broker to Lender under this Agreement may, at Lender's option and in its sole discretion, be offset by Lender against any payments then or thereafter owed by Lender to Broker.

(c) Governing Law; Venue: This Agreement and performance hereunder shall be construed in accordance with the laws of the State of Georgia without regard to conflicts of law principles. Fulton County, State of Georgia shall be proper venue for any litigation arising out of this Agreement.

(d) Final Agreement: This Agreement expresses the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersedes all prior oral or written agreements, commitment and understandings pertaining to the subject matter hereof. Lender may amend the terms of this Agreement by delivering to Broker the amendment(s) or an amended Agreement in accordance with the Notice provision contained herein which shall be deemed accepted and incorporated into this Agreement if Broker submits an Application Package to Lender subsequent to the date the amendment is delivered to Broker. Broker may not supplement, modify or amend this Agreement unless such supplement, modification or amendment is agreed to in writing by an authorized officer of Lender.

(e) No Assignment: Broker may not assign this Agreement or any interest herein without express prior written consent of

(f) Severability: If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

(g) Accrual of Cause of Action: Lender's rights and Broker's obligations under this Agreement, including, without limitation, those related to indemnification, shall not be affected by Lender taking any of the following actions, with or without notice to Broker: (i) liquidation, repayment, retirement, sale, or resale of any Mortgage Loan; (ii) foreclosure of any Mortgage Loan (in which case the amount bid at any foreclosure sale shall not in itself be used in measuring the extent of Lender's loss); or (iii) sale or resale of the property securing any Mortgage Loan.

(h) Waiver: Lender's examination of or failure to examine any Application Package prior to funding or at any time, or to exercise any right or remedy available under this Agreement or at law or equity, shall not act as a waiver. 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 a waiver of any other provisions, 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.

(i) Attorneys' Fees; Costs: If any action or other proceeding is brought pursuant to this Agreement, the prevailing party shall be entitled to attorney's fees and other costs incurred in that action or proceeding, whether or not a lawsuit is filed, in addition to any other relief to which it may be entitled.

(j) Communication Authorization: Broker expressly authorizes, consents, permits and invites Lender to call, text or email Broker using an automatic telephone dialing system, "autodialer," an artificial or prerecorded voice or any other technology or equipment and for the purpose of transmitting any message and attachment, including unsolicited advertisements and any and all other documents, materials or communications, to the mobile, cell or other phone number(s), facsimile number(s) and e-mail address(es) provided by Broker to the Lender.

(k) Reporting: Broker understands and agrees that Lender may report information about any Application Package or Mortgage Loan that Lender believes to contain misrepresentations or irregularities to any regulator, Agency or to 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”), and Broker hereby releases Lender from any and all damage, loss, liability, cost, action, cause of action, claim, demand or expense that may arise from such reporting.

**(l) Intellectual Property:** Lender owns and has interests in a variety of service marks, trademarks, copyrights and other forms of intellectual property used in connection with its business. This Agreement is not intended to, nor does it grant a license to Broker, to use these service marks or other intellectual property rights of Lender. Broker is authorized to distribute materials prepared by Lender which contain such service marks solely in conjunction with offering and providing the services contemplated under this Agreement for the purpose of originating Mortgage Loans for Lender. Nothing in this Agreement gives to Broker any right, title or interest in Lender’s intellectual property all of which is and shall remain the sole property of Lender. Any and all uses by Broker of such intellectual property shall inure to the benefit of Lender.

**(m) Documents Mutually Negotiated:** Lender and Broker agree that this Agreement has been mutually negotiated by each party and shall not be construed against either as the drafter thereof.

**(n) Status of Broker as Independent Contractor:** The Parties agree that Broker is an independent contractor. Nothing in this Agreement is intended or shall be construed to make or deem Broker a joint venturer, partner, representative, employee or agent of Lender, and Broker is expressly prohibited from holding itself out as such. Broker is expressly prohibited from using Lender’s name in any advertising.

**(o) Counterpart; Headings:** This Agreement may be executed in counterparts. Facsimile or photocopied signatures shall be considered valid and binding signature. Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

**(p) Power of Attorney:** Broker does hereby irrevocably make, constitute and appoint Lender and any of its properly designated officers, employees, or agents as the true and lawful attorneys of Broker with power to sign the name of Broker on any document or instrument, that was to have been signed by Broker according to the terms of this Agreement. This power, being coupled with an interest is irrevocable until this Agreement is terminated and all of Broker’s obligations hereunder which may survive termination have been fully satisfied.

**(q) Business Resumption and Disaster Recovery:** Broker shall maintain a business continuity and disaster recovery plan which contemplates the resumption of business and the security and recovery of confidential information in the event of a disaster or business interruption so as to support its performance under this Agreement.

**(r) No Solicitation for Employment:** Broker agrees that without the Lender’s prior written consent during the term of this Agreement and for one year after termination of this Agreement it will not directly solicit for employment any person who is now employed by Lender. Solicitations that are directed to the general public shall not be prohibited.

**(s) Confidentiality:** Each Party agrees that it is required that the Parties use confidential information, including non-public personal information, solely to fulfill its obligations under this Agreement. The Parties shall not disclose such confidential information other than to their affiliates and their contractors, employees, attorneys, accountants, and financial advisors who: (a) need access to such confidential information under the terms of this Agreement; (b) are informed of its confidential nature; and (c) are bound by written confidentiality obligations no less protective of the confidential information than the terms contained herein. Recipient shall safeguard the confidential information from unauthorized use, access, or disclosure using no less than a commercially reasonable degree of care. Recipient will be responsible for any breach of this Agreement caused by it or its representatives. Recipient agrees to notify disclosing party in writing within three (3) business days of any misuse or misappropriation of the confidential information of disclosing party that may come to recipient’s attention.

**(t) Security Breach.** If either party experiences a security breach which affects confidential information, including but not limited to non-public personal information, the breached party will notify the other party immediately, investigate the breach, use its best efforts to ensure that the security breach has ceased and notify law enforcement officials as required by law.

**(u) Broker Self Disclose -** If Broker elects to self disclose, broker does so at their own risk. Broker is responsible for all Errors and Omissions. If Broker elects to self disclose and a cure is required Broker will provide such cure within 24 hours. If Broker elects to self disclose, Broker agrees to hold Equity Prime Mortgage harmless and if needed will repurchase loan(s) within 30 days where Broker self disclosed and a loan is deemed out of compliance and/or fraud has occurred resulting in a loss to Equity Prime Mortgage.

## Mortgage Broker Agreement

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

**LENDER**

EQUITY PRIME MORTGAGE LLC

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Account Executive

**BROKER**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



Effective June 3, 2024

## **Early Payoff Addendum Empower DPA**

THIS MORTGAGE BROKER AGREEMENT ADDENDUM (together with all exhibits and amendments, “Agreement”) is entered into as of \_\_\_\_\_ by and between EQUITY PRIME MORTGAGE LLC (“Lender”) and \_\_\_\_\_ (“Broker”) (collectively, the “Parties”).

For any loan application received on or after June 3, 2024 the below Early Payoff (EPO) requirements will apply.

Within ten (10) days after Lender notifies Broker of the following events, Broker shall pay to Lender any compensation earned by Broker in connection with a EPM Empower DPA Loan: The Mortgage Loan is paid in full on or before three hundred sixty-five (365) days after its consummation (12 months from 1st payment date).

Broker may refinance the Empower Mortgage DPA loan within 7 – 12 months from 1st payment date without penalty if the refinance is completed with Equity Prime Mortgage, LLC (EPM).

EPM

EQUITY PRIME MORTGAGE LLC

James Minghini

Chief Compliance Officer

BROKER

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

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

## Servicing and Portfolio Addendum

### Servicing Policy and Post-Closing Defect Management

This Addendum supplements the existing terms and conditions of the Equity Prime Mortgage (“EPM”) Broker Agreement with the following provisions regarding EPM’s servicing practices and post-closing defect management:

#### Servicing Policy

At EPM, we service the majority of mortgage loans originated by our business partners. We are dedicated to keeping our business partners informed of opportunities within our servicing portfolio as they arise. We believe that the relationships our partners cultivate with borrowers are essential to their long-term success.

EPM consistently receives notifications regarding borrowers currently serviced in our portfolio. These notifications may include, but are not limited to:

- **A.** Borrowers requesting a payoff statement for their mortgage.
- **B.** A mortgage credit inquiry pulled on a borrower.
- **C.** Borrowers contacting EPM or our servicing department to inquire about a refinance or purchase money transaction.
- **D.** Property listing alerts.

Upon receiving such notifications, EPM will promptly notify the originating partner and the Client Experience Team via email about the opportunity.

EPM requires confirmation of receipt from the originating partner within **24 hours** of the opportunity notification. Should EPM not receive a response from the originating partner within **48 hours**, EPM’s Client Experience Team will directly engage with the borrower to address any retention opportunities.

#### Post-Closing Defects

Post-closing defects may arise on certain loans. In such cases, EPM’s Post-Closing, Underwriting, and Loss Mitigation teams will notify the originating partner of these defects and provide a timeline for resolution.

In the event the originating partner does not respond to the defect notice or is unable to resolve the defect(s) within the stipulated timeframe, EPM reserves the right to:

- **A.** Reach out directly to the borrower to assist in curing the defect.
- **B.** Engage the Client Experience Team to explore a strategic refinance solution if necessary.

### Acknowledgement and Agreement

By signing below, the Broker acknowledges and agrees to the terms outlined in this Addendum to the EPM Broker Agreement.

#### EPM

EQUITY PRIME MORTGAGE LLC

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

#### BROKER

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

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **TPO Questioner**

Would you like monthly scorecards? If so, who would you like to receive them?

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Has there been a change in ownership or control of your company in the past 12 months?

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Has your company charter or federal tax ID changed in the past 12 months?

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Have there been any Mergers, Sales, Transfers, or other disposition of material assets in the past 12 months?

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Have you had any change in officers or senior management in the past 12 months?

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Have you added or terminated any affiliated business arrangements in the past 12 months?

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Have there been any material changes in warehouse lines, new, or closed in the past 12 months?

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Has your loan volume grown more than 15% in the past 12 months?

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## **TPO Questioner**

Has your profitability declined more than 15% in the past 12 months?

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Has any investor requested the repurchase of mortgages or requested an indemnity in the past 12 months?

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Has your approval with any Agency or Investor been cancelled, revoked, or suspended in the past 12 months?

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Has your company, and/or principals or corporate officers, had a real estate or other professional license suspended, revoked or received any other disciplinary action from a regulatory agency in the past 12 months?

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Has your company been suspended from selling or servicing mortgages by any investors in the past 12 months?

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Has your company or owners/principals/corporate officers been involved in any litigation in the past 12 months?

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Has your company, and/or principals or corporate officers, filed for protection from creditors under any provision of bankruptcy in the past 12 months?

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Has any principals or corporate officers been convicted of a crime in the past 12 months?

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## TPO Questioner

Has your company or owners/principals/corporate officers, or employees been sanctioned, or disciplined by any state or regulatory agency in the past 12 months?

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Have you had any information security incidents in the past 12 months?

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Have you had any consumer complaints in the past 12 months?

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Have you conducted AML (Anti- Money Laundering) training in the past 12 months?

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Do you maintain a comprehensive and up-to-date set of governing policies and procedures for all areas of your company, including compliance with applicable consumer protection regulations?

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Does your company have hiring policies & procedures in place that check all employees prior to hire against GSA Excluded Parties List, HUD LDP List, and FHFA Suspended Counterparty Program List?

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Is there any Current Legal action or previous action taken by any regulatory body against your company?

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Are there any employees that are involved in loan transactions submitted to the company that appear on the Federal Home Loan Mortgage Corporation Exclusionary List or the Department of Housing and Urban Development's Limited Denial of Participation (LDP list)?

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## TPO Questioner

Affiliates.

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\_\_\_\_\_  
TPO Company Name

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Date



## Authorization for Background Check and Business References

Please provide the information requested for all owners and have them execute where indicated below. By executing this Form, the Broker/Correspondent and each of the undersigned persons hereby authorize Equity Prime Mortgage LLC (“EPM”), at its discretion, to obtain positive identification of information the Broker/Correspondent provided in the Applications for Equity Prime Mortgage’s Correspondent Lender Approval or Wholesale Broker Approval, business reference reports, and other information that is of concern to us. We acknowledge that such reports and information (and any other such reports and information that Equity Prime Mortgage may obtain concerning other persons who are partners, owners, or principals, of the Broker/Correspondent) will be obtained and used only in connection with Equity Prime Mortgage’s approval of the Broker/Correspondent and evaluation of the Broker/Correspondent’s continued eligibility to do business with Equity Prime Mortgage, and not for any consumer credit or other purposes.

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Broker/Correspondent

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Title

---

Address

---

City/State/Zip

---

Authorized Officer Printed Name

---

Authorized Officer Title

---

Authorized Officer Signature

---

Date

Name	SS#	Date of Birth	State of Residence	Position	% Owner	Signature

## Exhibit A Compensation

Lender shall pay to Broker the following percentage of each Mortgage Loan Lender closes and funds as a result of an Application Package Broker submitted to Lender. (Broker to select one.)

<input type="checkbox"/> 0.125	<input type="checkbox"/> 0.250	<input type="checkbox"/> 0.375	<input type="checkbox"/> 0.500	<input type="checkbox"/> 0.625	<input type="checkbox"/> 0.750
<input type="checkbox"/> 0.875	<input type="checkbox"/> 1.000	<input type="checkbox"/> 1.125	<input type="checkbox"/> 1.250	<input type="checkbox"/> 1.375	<input type="checkbox"/> 1.500
<input type="checkbox"/> 1.625	<input type="checkbox"/> 1.750	<input type="checkbox"/> 1.875	<input type="checkbox"/> 2.000	<input type="checkbox"/> 2.125	<input type="checkbox"/> 2.250

If Broker elects to receive compensation from or on behalf of a Borrower, instead of Lender, Broker's compensation (BPC) shall be the same as or less than the amount(s) set forth above.

Broker may provide to Lender a proposed modified Exhibit A no more frequently than once every three months. Any modification to this Exhibit A shall not be effective until 24 hours after Lender executes Broker's proposed t. Lender shall pay Broker in accordance with the Exhibit A in effect at the time Borrower submitted the Mortgage Loan "application" to Broker as defined by Applicable Law.

LENDER

BROKER

EQUITY PRIME MORTGAGE LLC

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

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

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

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



## Compensation

All terms and conditions agreed to on Broker Agreement with Equity Prime Mortgage LLC DBA Empower Mortgage dated \_\_\_\_\_ will apply.

Lender shall pay to Broker the following percentage of each Mortgage Loan Lender closes and funds as a result of an Application Package Broker submitted to Lender. (Broker to select one.)

<input type="checkbox"/> 0.125	<input type="checkbox"/> 0.250	<input type="checkbox"/> 0.375	<input type="checkbox"/> 0.500	<input type="checkbox"/> 0.625	<input type="checkbox"/> 0.750
<input type="checkbox"/> 0.875	<input type="checkbox"/> 1.000	<input type="checkbox"/> 1.125	<input type="checkbox"/> 1.250	<input type="checkbox"/> 1.375	<input type="checkbox"/> 1.500
<input type="checkbox"/> 1.625	<input type="checkbox"/> 1.750	<input type="checkbox"/> 1.875	<input type="checkbox"/> 2.000	<input type="checkbox"/> 2.125	<input type="checkbox"/> 2.250
<input type="checkbox"/> 2.375	<input type="checkbox"/> 2.500	<input type="checkbox"/> 2.750			

If Broker elects to receive compensation from or on behalf of a Borrower, instead of Lender, Broker's compensation (BPC) shall be the same as or less than the amount(s) set forth above.

Broker may provide to Lender a proposed modified Exhibit A no more frequently than once every three months. Any modification to this Exhibit A shall not be effective until 24 hours after Lender executes Broker's proposed Exhibit A. Lender shall pay Broker in accordance with the Exhibit A in effect at the time Borrower submitted the Mortgage Loan "application" to Broker as defined by Applicable Law.

LENDER

Equity Prime Mortgage LLC DBA Empower Mortgage

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

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

BROKER

\_\_\_\_\_

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

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

Branch NMLS: \_\_\_\_\_

Branch Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_




Empower Mortgage | 5 Concourse Parkway, Queen Bldg, Ste 2250 | Atlanta, GA 30328  
Toll Free: (877) 255-3554 | Local: (678) 205-3554 | Fax: (678) 466-7578  
www.empowertpo.com



## Request for Agent Recognition

OMB Approved 2900-0252  
Respondent Burden: 5 Minutes  
Expiration Date: XXXXXXXX

 <b>Department of Veterans Affairs</b>		<b>REQUEST FOR AGENT RECOGNITION</b>	
<b>IMPORTANT - READ THE INFORMATION AND INSTRUCTIONS CAREFULLY BEFORE COMPLETING THIS FORM.</b>			
<p><b>PRIVACY ACT INFORMATION:</b> Agents cannot be approved to process loans for a sponsoring lender unless a completed application form has been received (38 U.S.C. 3702 and 3710). We need this information to establish sponsor-agent relationships. VA will not disclose information collected on this form to any source other than what has been authorized under the Privacy Act of 1974 or Title 38, Code of Federal Regulations 1.576 for routine uses (for example: authorize release of information to Congress when requested on behalf of a lender) as identified in the VA system of records, 55VA26, Loan Guaranty Home, Condominium and Manufactured Home Loan Applicant Records, Specially Adapted Housing Applicant Records, and Vendee Loan Applicant Records - VA, published in the Federal Register.</p> <p><b>RESPONDENT BURDEN:</b> Agent recognition must be obtained prior to closing any loans using the sponsor-agent relationship. Title 38, U.S.C., section 3702 and 3710 authorizes collection of this information. We estimate that you will need an average of 5 minutes to review the instructions, find the information, and complete this form. VA cannot conduct or sponsor a collection of information unless a valid OMB control number is displayed. You are not required to respond to a collection of information if this number is not displayed. Valid OMB control numbers can be located on the OMB Internet Page at <a href="http://www.reginfo.gov/public/do/PRAMain">http://www.reginfo.gov/public/do/PRAMain</a>. If desired, you can call 1-800-827-1000 to obtain information on where to send comments or suggestions about this form.</p>			
<b>PART I: SPONSORING LENDER INFORMATION</b>			
1A. NAME OF SPONSORING LENDER Equity Prime Mortgage, LLC		1B. SPONSOR VA-LENDER ID 640543-00-00	
2A. SPONSOR POINT OF CONTACT (POC) James Minghini	2B. POC E-MAIL compliance@epm.net	2C. POC TELEPHONE NUMBER 8772553554	
<b>PART II: AGENT INFORMATION</b>			
3. NAME OF AGENT <i>(Include DBA, if applicable)</i>			
4. AGENT VA ID NUMBER <i>(If previously issued)</i>		5. AGENT FEDERAL TAX ID	
6. AGENT HOME OFFICE ADDRESS:			
7. AGENT WEBSITE <i>(If applicable):</i>			
8A. AGENT POINT OF CONTACT (POC)	8B. POC E-MAIL	8C. POC TELEPHONE NUMBER	
<b>PART III: REQUIRED DOCUMENTATION</b>			
<input type="checkbox"/> A. APPLICATION FEE: \$100 MADE PAYABLE TO THE DEPARTMENT OF VETERANS AFFAIRS			
<input type="checkbox"/> B. SIGNED CORPORATE RESOLUTION OR BLANKET CORPORATE RESOLUTION			

VA FORM  
XXXX

**26-8736c**

## TPO Company Setup Form

If a TPO Company has multiple branches that will be originating TPO files, the Address, Phone, Fax, NMLS#, and User Information will need to be submitted for each branch location.

Date of Application: \_\_\_\_\_

Company Legal Name: \_\_\_\_\_

Company DBA / Preferred Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Company Phone: \_\_\_\_\_ Company Fax: \_\_\_\_\_

Company Website: \_\_\_\_\_

NMLS #: \_\_\_\_\_ ARIVE Member: ☐ Yes / No ☐ AIME Member: ☐ Yes / No ☐

Company's Tax ID: \_\_\_\_\_ Date & State of Incorporation: \_\_\_\_\_

Entity Type: ☐ Individual ☐ Sole Proprietorship ☐ Partnership  
☐ Corporation ☐ Limited Liability Company ☐ Other: \_\_\_\_\_

Company Manager / Primary Contact: \_\_\_\_\_

Primary Contact's Email: \_\_\_\_\_

Managing Account Executive (EPM): \_\_\_\_\_

Current Credit Provider: \_\_\_\_\_

How many Loan Originators does the Company have? \_\_\_\_\_

First & Last Name:	Email Address:	Phone #	Role (Select One)	NMLS # (if app)
1. _____	_____	_____	<input type="checkbox"/> LO / Processor <input type="checkbox"/>	_____
2. _____	_____	_____	<input type="checkbox"/> LO / Processor <input type="checkbox"/>	_____
3. _____	_____	_____	<input type="checkbox"/> LO / Processor <input type="checkbox"/>	_____
4. _____	_____	_____	<input type="checkbox"/> LO / Processor <input type="checkbox"/>	_____
5. _____	_____	_____	<input type="checkbox"/> LO / Processor <input type="checkbox"/>	_____
6. _____	_____	_____	<input type="checkbox"/> LO / Processor <input type="checkbox"/>	_____
7. _____	_____	_____	<input type="checkbox"/> LO / Processor <input type="checkbox"/>	_____
8. _____	_____	_____	<input type="checkbox"/> LO / Processor <input type="checkbox"/>	_____
9. _____	_____	_____	<input type="checkbox"/> LO / Processor <input type="checkbox"/>	_____
10. _____	_____	_____	<input type="checkbox"/> LO / Processor <input type="checkbox"/>	_____

Date Approved: \_\_\_\_\_