



MORTGAGE BROKER APPLICATION

Company Name: _____ Date: _____

Broker Contact: _____ Account Executive: _____

APPLICATION CHECKLIST

Required Documentation

- Mortgage Broker Application Form (Signed)
- Mortgage Broker Agreement Form (Include "Addendum A" Signed)
- Credit Consent form signed by principals, owners, partners, and broker of record
- Addendum to Broker Agreement Form
- Lender-Paid Broker Compensation Election Agreement
- Request of User Name and Password form
- Loan Fraud Prevention Acknowledgement form
- Corporate Resolution
- W-9 form (Properly executed IRS form W-9)
- Mortgage Broker Branch Application Form (If applicable)
- Authorization to Conduct Background Check (FCRA)
- Copy of Mortgage Officer License, Broker License and Branch License(s)
- Resumes of Broker of Record and all Principal(s)/Senior Officers, Manager(s) and Branch Manager(s)
- Copy of Articles of incorporation / Partnership / S-Corp.
- Copy of Statement of Information or Resolution of officers
- Signed and Dated Most Recent P & L Statement and Balance Sheet (Min. of \$25,000 required)
- Quality Control Plan

Thank you for your interest in partnering with Cake Mortgage Corp. ("CMC"). Please return the completed application package to your Account Executive for submission. We look forward to working with you as our broker partners.



MORTGAGE BROKER APPLICATION

Company Information				
Legal Name of Entity:				
Doing Business As:				
Street Address (No P.O. Box):				
City:		State:	ZIP Code:	
Phone:	Fax:	Company E-mail:		
Contact Person:		Contact E-mail:		
Type of Business:	Sole Proprietor <input type="checkbox"/>	Corp. <input type="checkbox"/>	S. Corp. <input type="checkbox"/>	Partnership <input type="checkbox"/>
				Federal Tax ID: (SSN# if Sole Prop)
Date Incorporated:		County:	State:	
Principal(s) / Senior Officer(s)				
Name		Title	SS #	% Owned
				%
				%
				%
				%
<i>CMC may order a credit report on one or more principals listed above. If a report is needed, we will contact the above in advance prior to ordering any credit report.</i>				
Are you owned, controlled, or a subsidiary of any other entity? Yes <input type="checkbox"/> No <input type="checkbox"/> (If Yes, Name of Entity)				
Is the company or any person affiliated* with any other real estate related business, such as builder, property management, insurance, escrow, realty, contractor, loan modification company, appraisal, or credit repair company? (If Yes, please provide the following information on each affiliated company)				
<i>*Affiliated is defined as having an ownership in, partnership, have interest in, or family/close personal relationship</i>				
NAME		ADDRESS		
Are you closing loans under your license or an affiliated Closing Agent/Escrow or Title Company? Yes <input type="checkbox"/> No <input type="checkbox"/>				
NAME		ADDRESS		
Broker of Record				
Broker of Record:		License #:		
Broker NMLS #:		Date Issued:		
Company NMLS #:		Expiration Date:		
Home Address:		Email:		



MORTGAGE BROKER APPLICATION

References: List Three (3) Lenders with Whom You Are Approved				
Company	Contact Person		Email	Phone #
<i>If licensed approved by any of the following entities, the following information is required.</i>				
FHA/HUD No.:		Date Approved:		
Veterans Affairs No.:		Date Approved:		
Fannie Mae No.:		Date Approved:		
Freddie Mac No.:		Date Approved:		
Branch Offices:				
Address			Branch Manager Name, NMLS #	
Productions				
Product Type	Year to Date Volume		Previous Year's Volume	
	Dollar Amount	% of Total	Dollar Amount	% of Total
FNMA / FHLMC "A" Paper	\$	%	\$	%
Jumbo "A" Paper	\$	%	\$	%
FHA	\$	%	\$	%
VA	\$	%	\$	%
Other	\$	%	\$	%
Total	\$	100 %	\$	100 %



MORTGAGE BROKER APPLICATION

Disclosures		
1.) Is there any pending litigation involving any principals/owners?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2.) Has applicant ever been suspended from brokering loans or has its approval status revoked by any lender?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
3.) Have you ever been a Defendant in a Lawsuit Initiated by a Lender, Investor, or any party involved in a loan transaction?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.) Have you ever been disciplined or have unfavorable findings by a local, state or federal regulatory agency?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
5.) Have you been required to repurchase a loan(s) from lenders or investors in the past 12 months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
If yes to 1-5, please attach a complete detailed explanation and supporting documentation.		
6.) Does your company have an internal audit system to verify authenticity of the information contained in your loan? If yes, please attach documentation.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Authorization and Certification		
<p>The undersigned applicant(s) authorize(s) the release to Cake Mortgage Corp. of any and all Information(s) about the applicant(s) deemed necessary by Cake Mortgage Corp. and is hereby authorized to obtain verification of this information from any source in connection with this mortgage broker application. The applicant(s) also agree(s) from time-to-time, Cake Mortgage Corp. may request and secure additional information from mortgage brokerage.</p> <p>The undersigned hereby certify that Mortgage Brokerage is in good standing with any all applicable regulatory agencies. The undersigned further certify that said Mortgage Brokerage is not a defendant in any litigation alleging fraud, misrepresentation or dishonest acts. I/We certify that all information contained in this Mortgage Brokerage application are true and correct to the best of his/her knowledge and belief.</p>		

Signature _____	Date _____	Signature _____	Date _____
Broker (Company) of Record (Print) _____	Title _____	Principal / Senior Officer (Print) _____	Title _____
Signature _____	Date _____	Signature _____	Date _____
Principal / Senior Officer (Print) _____	Title _____	Principal / Senior Officer (Print) _____	Title _____

OFFICE USE ONLY

CMC Org Code:	Acct. Exec.:	Broker ID:
---------------	--------------	------------



MORTGAGE BROKER AGREEMENT

This Mortgage Broker Agreement ("Agreement") is entered into on this ___ day of _____, 20__ by and between _____ ("Broker"), and Cake Mortgage Corp. ("Lender"), (collectively, the "Parties"). In consideration of the mutual promises and covenants herein, Broker and Lender hereby agrees with reference to the following:

RECITALS

- A. The Parties wish to establish a relationship whereby Broker will from time to time submit completed application packages ("Applications") for residential mortgage loans ("Loans") to Lender on behalf of Broker's clients ("Borrowers").
- B. Lender will consider for approval and funding all Applications submitted which meet its lending criteria, underwriting standards, policies and guidelines ("Lending Criteria"), as amended from time to time.
- C. Lender and Broker intend as the Parties desire to enter this Agreement to set forth the terms of their relationship.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

AGREEMENT

1. General Broker Responsibility; Fees. Broker will, at Broker's sole cost and expense, perform those services as required or directed by Lender, including, without limitation, those services listed on Addendum "A" to this Agreement. Lender, at its sole discretion, may amend Addendum "A" from time to time to meet Lender's loan process requirements, and will provide a copy of the amended Addendum "A" to Broker. 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 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 with the lending criteria, policies and guidelines then in effect ("Lending Criteria").

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



MORTGAGE BROKER AGREEMENT

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 California and is properly licensed, approved or registered with the U.S. Housing & Urban Affairs Department (at any time a 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 has 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.

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 an 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.

3.6 *Ownership.* Broker has no direct or indirect ownership interest in any property acting as security for the Loan.



MORTGAGE BROKER AGREEMENT

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 a FHA loan is submitted to Lender) as amended, with respect to the Loans and the activities of 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 required by, such agencies. Broker covenants to maintain 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.

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 Addendum "A." All services were performed and in accordance with accepted and customary standards in the mortgage lending industry generally, and 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 Borrower'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.



MORTGAGE BROKER AGREEMENT

3.11 *Early Payoff Premium/ Credit Recapture.*

For all loans originated by broker, in the case where Lender pays Broker a premium on a Mortgage Loan, or where loan transaction is Borrower Paid, and or Lender income is generated upon sale of loan to third party investors (investor premium), and loan debt is paid off within 180 days from the date of funding, Broker shall, upon demand, not to exceed the LPC to broker plus any broker credit to borrower, reimburse the lender. Broker shall reimburse the lender for all loss of investor premium included all charges incurred if any misrepresentation and/or fraud activity known to the broker is discovered in the file.

3.12 *Early Payment Defaults*

For the loan types sold to or insured by federal housing agencies, departments, or government backed programs, such as but not limited to Freddie Mac, Fannie Mae, FHA, VA, or Guaranteed Rural Housing (GRH), a loan is considered as Early Payment Default (EPD) if any of the first three (3) payments due to Cake Mortgage Corp., or its assigns becomes 90 days or more delinquent. For purposes of this section, a Loan is considered delinquent if payment is not received on or before its designated due date.

For all other types of loans, a loan is considered as Early Payment Default (EPD) if any of the first three (3) payments due to Cake Mortgage Corp., or its assigns becomes 30 days or more delinquent. For purposes of this section, a Loan is considered delinquent if payment is not received on or before its designated due date.

In such event occurred under section 3.12, Broker shall have a Repurchase Obligation which the Lender will require Broker to repurchase the Mortgage Loan within thirty (30) days at related Purchase Price.

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 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 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



MORTGAGE BROKER AGREEMENT

incurring a Loss.

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. 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.

8. 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.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the law of the state of California.

10. Miscellaneous.

10.1 Right to Offset. 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.

10.2 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.

10.3 Attorney's Fees. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party or parties shall be entitled to attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled,



MORTGAGE BROKER AGREEMENT

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

10.5 *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.

10.6 *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.

10.7 *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.

10.8 *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 or 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.

10.9 *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 other materials received by Broker from any person whatsoever relating to a Loan within one day following receipt thereof by Broker.



MORTGAGE BROKER AGREEMENT

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

Broker: _____
Address: _____

Lender:
Cake Mortgage Corp.
Address: 9200 Oakdale Avenue, Suite 501
Chatsworth, CA 91311

By: _____
(Signature)
Name: _____

Title: _____

Date: _____

By: _____
_____ of
Cake Mortgage Corp.
Date: _____



MORTGAGE BROKER AGREEMENT

ADDENDUM A

- (a) *Taking information from the applicant and filling out the application.* Filling out a 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 and prequalifying the borrower to determine the maximum amount 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 would vary under each product.*
- (d) *Collecting financial information (for example, 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 and 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, others) to the applicant.*
- (j) *Assisting the applicant in understanding and clearing credit problems.*
- (k) *Maintaining regular contact with the applicant, real estate broker or 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 located in a flood zone or ordering a flood determination.*
- (n) *Participating in the loan closing.*



LOAN FRAUD PREVENTION ACKNOWLEDGEMENT

It is the policy of Cake Mortgage Corp. 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 applicant on multiple properties, or from one applicant supplying different information on each application.
 - Allowing an applicant or interested third party to "assist" with the processing of the loan.

CONSEQUENCES OF LOAN FRAUD

The consequences of residential loan fraud are far-reaching and expensive. CMC 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, CMC 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.



LOAN FRAUD PREVENTION ACKNOWLEDGEMENT

The consequences to those who participate in loan fraud are even more severe. Following is a list, but no limited to, of a few of the repercussions that may be experienced:

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 Cake Mortgage Corp.
5. Civil action by applicant (Borrower) and/or other parties to the transaction.
6. Loss of approved Broker status with Cake Mortgage Corp.
7. Loss of any compensation owed on other transactions by Cake Mortgage Corp. to Broker.

To the Borrower:

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 by Cake Mortgage Corp.
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 Cake Mortgage Corp.'s policy on Loan Fraud.

Signature of Broker of Record/ Principal

Signature of Principal Officers

Sign: _____

Sign: _____

Print: _____

Print: _____

Sign: _____

Print: _____



MORTGAGE BROKER COMPENSATION AGREEMENT

MORTGAGE BROKER COMPENSATION AGREEMENT

This Mortgage Broker Compensation Agreement ("Agreement") is made and entered into this ____ day of _____, 20__, by and between Cake Mortgage Corp. ("Lender") and _____("Broker").

I, the authorized signer for and on behalf of ("Broker", hereby elect the following percentage of loan amount for determining broker's Lender-Paid Compensation amount in compliance with the Board of Governors of the Federal Reserve System's Regulation Z to the Truth in Lending Act, for all wholesale funded loans where borrower(s) have chosen to have Cake Mortgage Corp. ("Lender") pay the Broker's compensation:

Please make a selection from the following compensations options:

Plan A: 0.500%	Plan G: 1.250%	Plan M: 2.000%
Plan B: 0.625%	Plan H: 1.375%	Plan N: 2.125%
Plan C: 0.750%	Plan I: 1.500%	Plan O: 2.250%
Plan D: 0.875%	Plan J: 1.625%	Plan P: 2.375%
Plan E: 1.000%	Plan K: 1.750%	Plan Q: 2.500%
Plan F: 1.125%	Plan L: 1.875%	Plan R: 2.625%
+Flat Fee: \$	Maximum:	Plan S: 2.750%

(No Flat Fee for Plan > 2.500%)

Broker certifies that when compensation is paid to Broker by Lender, such compensation shall constitute Broker's sole source of compensation and Broker shall not and will not accept any other or additional compensation in any form, at any time, from any party other than the Lender. Broker's compensation is subject to all applicable federal, state, and local laws and regulations and all compensation levels are subject to state and federal high cost limitations.

Lender and Broker may agree to amend the foregoing fixed percentage on a monthly basis. However, any such amended rate of compensation shall apply only to loan applications registered by Lender after the effective date of any such change.

Broker: _____

By: _____

(Signature)

Name: _____ Title: _____ Date: _____



WEB PORTAL ACCESS REQUEST FORM

Cake Mortgage Corp. will provide a web portal for brokers to check pipelines and loan status on the web. Due to security reasons, Cake Mortgage Corp. is asking your help to set-up your user name(s) and password(s).

1. Each broker will have their own user name, password, and organization code.
2. User name and password will be given for each role in the organization.
3. User name and password can be up to 14 characters each no spaces.
4. It is broker's responsibility for the security of user name(s) and password(s).

Please fill in your USER NAME and PASSWORD where indicated and email back to info@cakehome.com. We look forward to our continued business relationship.

The undersigned, as the broker of record, and/or the principal of the company, hereby request Cake Mortgage Corp. to assign user name and password, created in the ordinary course of their business, to any and all members of my company. I agree to immediately notify Cake Mortgage Corp. of any future user name and/or password changes. I hereby warrant that I have the authority to bind my company, and all of its employees, agents, and independent contractors who might work here, to the contents and permission granted in this Web Portal User Name and Password Request ("Request Form") and that I acknowledge that this Request Form stay in full force and effect unless revoked by broker in writing and received by Cake Mortgage Corp.

Company Name:		
Street Address:		
City:	State:	ZIP Code:

	Full Name	Phone number	Password	Title	NMLS #
1.					
2.					
3.					
4.					
5.					

	Email	User Profile		
1.		Broker	Loan Officer	Processor
2.		Broker	Loan Officer	Processor
3.		Broker	Loan Officer	Processor
4.		Broker	Loan Officer	Processor
5.		Broker	Loan Officer	Processor



CORPORATE RESOLUTION

I, _____, do HEREBY CERTIFY that at a meeting of the Board of Directors of _____, a _____ Corporation held on the _____ day of _____, _____ at which a quorum was present and voted, that such resolution remains in full force and effect as of the date hereof.

RESOLVED,

that the President, Vice-President, Treasurer, or any one of such officers, be and they are hereby fully authorized and empowered to enter into agreements, contracts and arrangements; to execute, sign or endorse on behalf of _____ and to affix the corporate seal on same.

I further certify that the following persons were duly elected or designated and are present incumbents of the respective offices set out after their names, and that the following is true and correct list of officers of this Corporation as of the date hereof:

Officer Name	Title	Signature

In Witness whereof, I set my hand and affix the seal of said corporation this _____ day of _____, 20__ .

Secretary (Or authorized officer to act)

AUTHORIZATION TO CONDUCT BACKGROUND CHECK FAIR CREDIT REPORTING ACT DISCLOSURE AND AUTHORIZATION

Notice of Intent to Procure Consumer Report

Pursuant to the Fair Credit Reporting Act, 15 U.S.C. Section 1681 *et seq.* ("FCRA"), this notice is to inform you that as part of our evaluation for consideration of your application to be a correspondent seller with Cake Mortgage Corp. and, if applicable, ongoing monitoring of your status as a correspondent seller, we may, from time to time, obtain and review consumer report(s) and/or investigative consumer report(s) concerning you and

A consumer report is any written, oral or other communication of any information by a consumer reporting agency bearing on a consumer's credit standing, character, general reputation, personal characteristics, or mode of living which is used or collected for the purpose of serving as a factor in establishing the consumer's eligibility for employment. For example, a consumer report may contain, among other things, information about your credit history, civilian and/or military criminal record, driving record, civil judgments and liens, your educational background and/or your work history.

These report(s) will be obtained through the following companies:

Credit Plus

31550 Winterplace Pkwy
Salisbury, MD 21804
(800) 258-3488

LexisNexis

555 West Fifth Street, Suite 4500
Los Angeles, CA 90013
(800) 253-4182

If we obtain a consumer report about you, and if we make a decision that directly and adversely affects you, based in whole or in part on the information in the consumer report, you will be provided with a copy of the consumer report and a summary of your rights under FCRA. You are free to contact the Consumer Financial Protection Bureau about your rights under FCRA, as a consumer, with regard to consumer reports and consumer reporting agencies.

You have the right to make a written request, within a reasonable period of time after receiving this notice, for additional disclosures as to the nature and scope of any consumer report(s) we obtain. You are also entitled to receive a copy of the Consumer Financial Protection Bureau's publication, "A Summary of Your Rights Under the Fair Credit Reporting Act" a copy of which is attached to this disclosure and authorization form. You may have additional rights under state law.

Authorization to Conduct Background Check:

By signing below, I hereby voluntarily authorize Cake Mortgage Corp., Credit Plus, LexisNexis and/or such other consumer reporting agency or background check company as Cake Mortgage Corp. may direct, to conduct a credit and background check on me and

and to provide the results to Cake Mortgage Corp. I hereby voluntarily authorize Cake Mortgage Corp. to consider the consumer reports and background check reports when making decisions regarding my application to be a correspondent seller or, if applicable, my continued status as a correspondent seller. I understand this report may contain information as to my character, general reputation, personal characteristics, or mode of living, such as my work habits, work performance and experience, reasons for discipline or termination from any current or prior employment, history of earnings, credit worthiness, credit standing or credit capacity, criminal convictions, driving history, and other related matters.

By signing below, I authorize any present or past employer, supervisor or agent of the employer; high school, college, university or other institution of learning; local, state or federal court; department of motor vehicles, military branch or the national personnel records center; state sex offender registry, state licensing board, state workers' compensation agency, credit bureau, personal or professional reference, companies engaged in the financing or purchasing of mortgage loans, liquidity providers, government agencies and any other company or commercial enterprise in the discretion of Cake Mortgage Corp. to release records or information to Cake Mortgage Corp., Credit Plus or such other consumer reporting company as Cake Mortgage Corp. may direct concerning my name, criminal history, motor vehicle history, social security number, earnings history, credit file, address history, educational history, character, reputation, and employment (including documented reasons for termination or discipline) and any relevant information relating to and release those businesses from any and all liability for any damage that may result from my authorization to furnish this information. I understand that I have rights under the Fair Credit Reporting Act, and may have additional rights under state laws, including the rights discussed above. This authorization shall be valid in original, faxed or photocopied form.

Printed Name _____
First Last

Title _____

Social Security # _____

Date of Birth _____

Home Address _____

Street

City State Zip Code

Signature: _____ Date: _____

**ADDENDUM TO:
MORTGAGE BROKER AGREEMENT**

This Addendum "B" is incorporated into all Mortgage Broker Agreements (the "Agreements") by and between Cake Mortgage Corp., a California corporation (the "Company") and all Mortgage Brokers, collectively referred to as the "Parties."

WHEREAS, the Company is unable to sell mortgage loans on the secondary market if borrowers fail to make initial monthly payments prior to transfer of the loan to the applicable Investor,

NOW THEREFORE, in consideration of the promises and mutual covenants set forth herein, the consideration, for which receipt and sufficiency the Parties hereby acknowledge, the Parties agree as follows:

The Mortgage Broker named below agrees to repay the Company any premium capture compensation as well as any compensation for lender credits received by the Mortgage Broker, if the Company is unable to sell the Mortgage Broker's loans on the secondary market due to any borrower failing to make the initial 3 monthly payments prior to transfer of the loans to any applicable Investor.

ACKNOWLEDGEMENT

I have read, fully understand, accept, and agree to be bound by the terms and conditions of this Addendum. I have consulted with counsel of my choosing before executing this Addendum.

MORTGAGE BROKER

Printed Name	Signature	Date
--------------	-----------	------

Cake Mortgage Corp., a California Corporation

Printed Name	Signature	Date
--------------	-----------	------