

**PROVIDENT FUNDING ASSOCIATES, L.P.**

**LOAN ORIGINATION AGREEMENT**

This Loan Origination Agreement (this “Agreement”) is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between Provident Funding Associates, L.P. (“Provident Funding”) and \_\_\_\_\_ (“the Company”). All capitalized terms used but not defined are defined in Section 18 of this Agreement.

**WHEREAS:** The parties to this Agreement wish to establish a non-exclusive relationship whereby the Company will submit proposed mortgage loans (“the Loans”) secured by liens against one to four (1-4) family residential properties to Provident Funding on behalf of the Company’s customers (“Borrowers”) for possible funding by Provident Funding.

**WHEREAS:** The parties wish to enter into this Agreement to set forth the terms of their relationship.

**NOW, THEREFORE,** the parties hereby agree as follows:

**1. RELATIONSHIP OF PARTIES**

The Company is independent from, and not an affiliate of, Provident Funding. Pursuant to this Agreement, the Company is authorized to submit proposed Loans to Provident Funding for possible funding by Provident Funding. The Company is not an agent of Provident Funding and shall not represent to third parties that it is acting as an agent for Provident Funding, nor shall it use Provident Funding’s name in any advertising without Provident Funding’s express prior written consent.

**2. AFFILIATE**

The Company acknowledges that Provident Funding may elect to refer a proposed Loan to its affiliate, Provident Funding, a division of Colorado Federal Savings Bank, for funding. The Company confirms that all references within this Agreement to “Provident Funding” shall also be deemed to refer to Provident Funding, a division of

Colorado Federal Savings Bank, with respect to any Loan that is funded by Provident Funding, a division of Colorado Federal Savings Bank. For avoidance of doubt, for all Loans that are funded by Provident Funding, a division of Colorado Federal Savings Bank, all obligations of the Company under this Agreement shall be deemed owed to Provident Funding, a division of Colorado Federal Savings Bank.

The Company further acknowledges that any and all information provided to Provident Funding by the Company may be shared by Provident Funding with its affiliate, Provident Funding, a division of Colorado Federal Savings Bank.

### **3. SUBMISSION OF PROPOSED LOANS**

The Company shall submit proposed Loans to Provident Funding through its broker website (the "Website") or such other delivery method as may be approved in advance in writing by Provident Funding. The Company acknowledges and agrees to comply with all policies, procedures and requirements of Provident Funding regarding proposed Loans, which may be revised from time to time in the sole discretion of Provident Funding, including without limitation those set forth on the Website.

Nothing contained in this Agreement shall obligate the Company to submit any or all proposed Loans to Provident Funding or obligate Provident Funding to fund any or all proposed Loans submitted by the Company.

### **4. PROPRIETARY INFORMATION**

In the course of submitting proposed Loans to Provident Funding, the Company will utilize proprietary information owned by Provident Funding, including access to its proprietary loan origination system. In addition, the Company will have access to and become acquainted with what Provident Funding and the Company acknowledge are trade secrets and confidential information of Provident Funding and its affiliates, including loan origination software, policies and procedures, information and data concerning Provident Funding and its affiliates, and knowledge of the financial condition, needs, and requirements of proposed Borrowers, which Provident Funding has developed at its expense and which is proprietary to Provident Funding (hereafter called "Provident Funding Proprietary Information"). The Company shall not provide access to, nor disclose, any Provident Funding Proprietary Information to anyone who is not an employee of the Company and shall provide access to such employees on a need to know basis only. The Company shall not directly or indirectly cause any Provident Funding Proprietary Information to be disclosed, sold, or transferred to, or utilized in any way by, any other person or entity. Furthermore, the Company agrees that the Provident Funding Proprietary Information shall be used by it and its authorized employees solely for the business purposes under this Agreement and for

no other purposes, that Provident Funding is the sole owner thereof, and that the Company has no right, title, or interest therein. Upon termination of this Agreement, except otherwise agreed in writing by the Company and Provident Funding, the Company will no longer have access to Provident Funding Proprietary Information, and it shall promptly deliver possession of all such Provident Funding Proprietary Information, trade secrets and confidential information to Provident Funding, delete any Provident Funding Proprietary Information from its computer systems, and no longer make any use whatsoever of the foregoing. The provisions of this Section shall be enforceable by a court order of specific performance or injunction should the Company fail to comply with the terms hereof. In addition, in the event the Company fails to comply with the terms hereof, Provident Funding shall be entitled to exercise all additional rights and remedies it may have pursuant to this Agreement or applicable law.

## **5. LOAN APPLICATIONS**

The Company shall be responsible for the accurate preparation and submission of a complete Loan Package including all required property and credit information for each proposed Loan submitted. The Loan Package shall conform to Provident Funding's policies and procedures, including those set forth on the Website, as may be modified from time to time, including policies and procedures regarding eligibility criteria and registration procedures for the making of loans based on factors such as the type of loan, loan limits, loan-to-value ratios, interest rates, points and fees, payment features, documentation requirements, and appraisal and credit standards. The Company shall not submit in any Loan Package any false or erroneous information or statements, or omit any material fact necessary to make any statement or information included in the Loan Package true, accurate and complete. For purposes of this provision, the term "submit" shall mean submitting a Loan Package to Provident Funding with false, fraudulent or erroneous information, with actual knowledge thereof; or submitting a Loan Package to Provident Funding with false, fraudulent or erroneous information after failing to follow standard practices and procedures prevalent in the mortgage banking industry which, if followed, would have led to the discovery or disclosure thereof; or submitting a Loan Package to Provident Funding with false, fraudulent or erroneous information where such information was or, under applicable mortgage banking/brokering business standards and practices, should have been within the knowledge or control of the Company.

## **6. LOAN APPROVAL**

Provident Funding shall have the sole discretion as to whether it elects to fund a proposed Loan submitted by the Company pursuant to this Agreement. The Company shall not hold itself out to proposed Borrowers as having the authority to approve a

proposed Loan on behalf of Provident Funding. The Company shall not represent that Provident Funding has approved or will approve any proposed Loan unless and until the Company is so informed by Provident Funding in writing.

## **7. BROKER COMPENSATION/NON-DISCRIMINATION**

If permissible under applicable federal and state law, the Company may charge Borrowers fair and reasonable fees for services actually rendered by the Company that were necessary for the proposed Loan and not duplicative of services performed by others. Such fees may not exceed the uniform compensation level as described on the compensation setup page of Provident Funding's broker website, and the Company shall not charge or collect different amounts of fees from different borrowers on a loan-by-loan basis. All compensation shall be fully disclosed in accordance with applicable law and be the subject of a written agreement between the Company and a Borrower. A copy of such executed agreement shall accompany each completed Loan Package delivered to Provident Funding pursuant to this Agreement. The Company is required to inform the Borrower in such written agreement that broker compensation may or may not be negotiable and that in setting the amount of compensation the Company has not discriminated on the basis of race, color, religion, national origin, sex, marital status, handicap, familial status, or any other legally prohibited basis.

**(a) Requirement to Post a Notice of Non-Discrimination.** During the term of this Agreement the Company shall post and prominently display in each location where applications for loans are taken or received a notice of non-discrimination that provides substantially the same information as is contained in Exhibit A.

## **8. WARRANTIES OF THE COMPANY**

To induce Provident Funding to enter into this Agreement and to fund Loans hereunder, the Company warrants and represents the truth and accuracy of each of the following warranties and representations, on the date hereof, as of the time any Loan Package is submitted to Provident Funding, and as of the time the Loan is closed and funded. The continuing truth and accuracy of each of these warranties and representations shall constitute a condition precedent to Provident Funding's agreement to fund a Loan hereunder. For the avoidance of doubt, the warranties and representations set forth in this Section 8 are not limited by materiality or the knowledge of any specific person or party. The Company represents and warrants to Provident Funding that:

- A.** The Company is duly organized, validly existing and in good standing under the laws of the state of its organization and each state in which it does business; and

it possesses the requisite legal power, authority and capacity to enter into this Agreement and to consummate all of the transactions contemplated hereby.

- B.** The Company possesses all necessary licenses, permits, and authority to conduct its business as it is presently being conducted and engage in the activities contemplated by this Agreement, and it will provide supporting documentation to Provident Funding upon request.
- C.** The execution and delivery of this Agreement and the submission of each and every proposed Loan hereunder and all other transactions contemplated hereunder are not and will not (i) breach, violate or cause an event of default (or an event which would become an event of default with the lapse of time or notice or both) under, any judgment, decree, agreement, indenture or other instrument to which the Company is party or otherwise subject, (ii) conflict with or violate any provision of the Company's organizational documents, or (iii) result in a violation or infraction by the Company of any applicable federal, state or local law, rule or regulation.
- D.** There is, as of the date of this Agreement, no pending or, to the Company's knowledge, threatened litigation, adverse claim or action of any kind or nature (including an investigation undertaken in response to an allegation of fraud by another lender or an investigation undertaken pursuant to a license revocation proceeding) against the Company which, if decided against the Company, would materially and adversely affect the Company's ability to perform its obligations pursuant to this Agreement, and the Company will provide Provident Funding with written notice of any such litigation, claim or action which arises in the future and which could have such an affect within ten (10) days after the Company becomes aware of same.
- E.** This Agreement and the execution, delivery and performance of this Agreement by the Company, and the performance of all transactions contemplated hereunder, have been duly authorized and approved by the Company's Board of Directors, if the Company is a corporation, or by such individuals empowered and authorized to enter into similar agreements on behalf of the Company. All proceedings necessary to consummate all of the transactions contemplated by this Agreement have been taken by the Company and no other proceeding on the part of the Company is necessary to authorize this Agreement or to consummate the transactions contemplated hereunder.
- F.** This Agreement constitutes a valid and legally binding agreement of the Company enforceable in accordance with its terms.

- G.** The Company is not the subject of any proceeding or action under any bankruptcy, insolvency or similar law, nor is the Company the subject of any assignment for the benefit of creditors, conservatorship or receivership, or insolvent.
- H.** In executing this Agreement, the Company and its duly authorized officers have had the opportunity to seek the advice of independent legal counsel, and its board of directors or members and duly authorized officer executing this Agreement have read and understood all of the terms and provisions of this Agreement. This Agreement shall not be construed against any party herein by reason of the drafting or preparation hereof.
- I.** No representation or warranty of the Company contained in this Agreement and no statement furnished by or on behalf of the Company pursuant to this Agreement or in connection with the transactions contemplated herein contains any untrue statement of a material fact.
- J.** Each proposed Loan and Loan Package submitted by the Company hereunder is in full compliance with all applicable Provident Funding policies, procedures, and rules.
- K.** There has been no negligence, misfeasance, or fraudulent acts by Company or its employees, agents and representatives as they pertain to the Loans and/or the performance by the Company under this Agreement.
- L.** There are no verbal or written agreements, instruments, or understandings with the Borrower in connection with any Loan funded by Provident Funding hereunder, other than any that may be contained in the Loan or Loan Package submitted to Provident Funding in accordance with the terms of this Agreement.
- M.** The Company has prepared the Loan Package for all Loans in a manner consistent with customary business practices followed in the mortgage industry.
- N.** Except as otherwise disclosed in writing and having received approval by Provident Funding prior to the submission of a Loan Package, the Company has no direct or indirect ownership interest in any property acting as security for the proposed Loan, or any business or personal affiliation with, or interest in, any provider of settlement services, including, but not limited to escrow company, credit reporting agency, real estate agency, appraisal service provider or title company.
- O.** The Company has no knowledge of any circumstances or conditions with respect to any proposed Loan that could reasonably be expected to cause any

institutional investor to regard the Loan as an unacceptable investment, cause the Loan to become delinquent, or adversely affect the value or marketability of the Loan.

- P.** Compensation agreements between the Company and its employees and representatives, including without limitation loan officers, do not vary based on legally prohibited loan terms and conditions or a proxy for those loan terms and conditions, and they otherwise comply in all respects with legal requirements.
- Q.** Any fees charged to the Borrower by the Company are reasonable in amount in light of the services performed by the Company, and in determining the amount of such fees the Company has not illegally discriminated on the basis of race, color, religion, national origin, sex, marital status, handicap, familial status, or on any other legally prohibited basis.
- R.** The Company will reimburse to Provident Funding any and all compensation paid to the Company by Provident Funding and any amounts paid by a Borrower to the Company and subsequently paid by Provident Funding to a Borrower if any Loan is rescinded by a Borrower.
- S.** The Company will reimburse to Provident Funding any and all compensation paid to the Company by Provident Funding and any amounts paid by a Borrower to the Company and subsequently paid by Provident Funding to a Borrower if any Loan is paid-in-full within 180 calendar days after such loan is funded by Provident Funding.

**Survival of This Part:** The covenants set forth in this Section 8 and the rights of Provident Funding under this Section 8 shall survive termination of this Agreement and the submission of each proposed Loan to Provident Funding or the subsequent sale of the Loan by Provident Funding.

## **9. INDEMNIFICATION BY THE COMPANY**

In addition to the Company's obligations, representations, warranties and covenants set forth herein, the Company agrees to indemnify and hold Provident Funding and its partners, shareholders, directors, officers, agents, successors and assignees harmless from, and on demand by Provident Funding, to pay Provident Funding for any and all damages, losses (including loss of servicing rights), costs, expenses, claims, liabilities, obligations, actions, suits, or proceedings of any nature whatsoever (including reasonable attorney's fees and costs of suit) to the extent that the same are incurred by or asserted against Provident Funding, its partners, shareholders, directors, officers, agents, successors or assignees and relating in any way to any acts or omissions by the Company, its partners, shareholders, officers, directors,

employees, agents, and representatives or any breach by the Company of any representation, warranty, covenant or failure to perform any obligation of the Company hereunder. The indemnification contained herein shall survive the termination of this Agreement and shall not be affected by Provident Funding or an Investor taking of any of the following actions with or without notice to the Company: (i) liquidation, repayment, sale or resale of any Loan; (ii) foreclosure of any Loan; (iii) sale or resale of the property securing the Loan; or (iv) any other action or inaction by Provident Funding or an Investor.

## **10. RIGHT OF SET OFF**

Provident Funding shall have the right, without notice, to set off against indebtedness of any kind owing by the Company to Provident Funding, against any obligation owing by Provident Funding to the Company, irrespective of whether the obligations arose out of a different transaction than that creating the indebtedness or whether or not Provident Funding shall have made any demand or whether or not said obligation shall have matured.

## **11. TERMINATION OF AGREEMENT**

Either party may terminate this Agreement at any time. Any termination shall not affect (a) Provident Funding's obligation to fund any Loan which Provident Funding has committed to fund; (b) Provident Funding's obligation to pay any amounts due to Company under this Agreement; or (c) any other obligation already committed to by either party under this Agreement, including the obligations of the Company with respect to indemnification pursuant to Section 9.

The Company acknowledges that Provident Funding, at its sole discretion, may exclude individual Loan Officer's from conducting business with Provident Funding.

## **12. ADDITIONAL COVENANTS OF COMPANY**

**(a) Requirement of Fidelity Insurance and Errors and Omissions Insurance Coverage.** During the term of this Agreement the Company shall maintain a Fidelity Bond and Errors and Omissions Insurance Coverage in forms and amounts required to satisfy any applicable Agency requirements. The Company shall notify Provident Funding promptly in the event of changes to the insurance coverage it maintains and will provide copies of such policies upon request.

**(b) Endorsements.** The Company agrees to endorse and deliver to Provident Funding any checks, drafts, money orders, and instruments of payment that the Company may erroneously receive from Borrowers relating to each Loan that has been funded by Provident Funding hereunder.



- (c) Further Assurances.** At any time and from time to time the Company shall take such further action as Provident Funding may reasonably believe to be necessary or desirable to carry out the intent of this Agreement, including, without limitation, the execution and delivery of such agreements, documents, certificates, instruments and notifications as may be necessary to evidence the vesting in Provident Funding of its rights as contemplated by this Agreement.
- (d) No Modification of Representations and Warranties or Covenants.** The right to indemnification, reimbursement or other remedy based upon the representations, warranties or covenants contained herein shall not be affected by any investigation conducted, or any knowledge acquired at any time, with respect to the accuracy or compliance with any such representations, warranties or covenant.
- (e) Post-Funding Audits.** Provident Funding may, in its sole discretion, conduct a post-funding audit of such Loans as Provident Funding may choose from time to time. In the event that such post-funding audits indicate that errors and exceptions have occurred with any Loan submitted by the Company, Provident Funding shall have the option, in its sole discretion, to take any such action with respect to such Loan and/or the Company's rights under this Agreement as Provident Funding deems appropriate.
- (f) Survival of This Part:** The covenants set forth in this Agreement, including this Section 12 and the rights of Provident Funding pursuant to this Agreement and under this Section 12 shall survive termination of this Agreement and the submission of each proposed Loan to Provident Funding or the subsequent sale of the Loan by Provident Funding.

### **13. DISPUTE RESOLUTION**

The parties agree that any and all disputes, claims or controversies arising out of or relating to this Agreement shall be submitted to and resolved by arbitration conducted by a single arbitrator under the rules of the American Arbitration Association or its successor. Any such arbitration shall be held in San Francisco, California. The award of the arbitrator shall be final and binding. Judgment on any arbitration award may be entered in any court having jurisdiction. The provisions of this Section 13 may be enforced by any court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including attorney's fees, to be paid by the party against whom enforcement is ordered.

### **14. NOTICE OF CERTAIN MATTERS**

The Company shall promptly give written notice to Provident Funding of (a) the occurrence of any breach of a representation or warranty as set forth in Section 8 of this Agreement; (b) any event or condition which could have material adverse effect on the business, operations, assets or financial condition of the Company; and (c) receipt by the Company of any notice concerning revocation or suspension of the Company's license to conduct business.

## **15. CONSUMER PRIVACY AND INFORMATION SECURITY**

The Company shall comply with all privacy and data protection laws, rules, and regulations which are or which may in the future be applicable to information disclosed to it pursuant to this Agreement or in connection with any transactions or activities covered by this Agreement. Without limiting the generality of the preceding sentence, the Company agrees that it will keep confidential and will not use nor disclose to any other party, except as necessary to fulfill its obligations under this Agreement or as permitted by applicable law or regulation, any "Nonpublic Personal Information" which it receives from Provident Funding in connection with the activities or transactions covered by this Agreement ("Nonpublic Personal Information"). For purposes of this provision, the term "Nonpublic Personal Information" shall have the meaning set forth in Section 509 of the Gramm-Leach-Bliley Act (P.L. 106-102) (15 U.S.C. Section 6801 et seq.) and implementing regulations thereof. The Company represents and warrants that it has, and will continue to have for so long as it retains Nonpublic Personal Information, administrative, technical, and physical safeguards designed to (i) ensure the security and confidentiality of customer records and information, (ii) protect against any anticipated threats or hazards to the security or integrity of such records, and (iii) protect against unauthorized access to or use of such records or information which could result in substantial harm or inconvenience to any customer. The Company shall immediately notify Provident Funding if the Company discovers any material breach in its security safeguards required by this Agreement, if such breach results in the security of Nonpublic Personal Information being compromised for any reason.

## **16. MISCELLANEOUS**

**(a) Governing Law.** This Agreement shall be construed in accordance with the laws of the State of California (but not including the choice of law rules thereof). The invalidity or unenforceability of any provision or provisions of this Agreement shall not affect the validity or enforceability of any other provision hereof. Any legal proceeding relating to this Agreement shall be brought solely in California.

**(b) Notice.** All notices required to be provided pursuant to this Agreement shall be delivered to the addresses provided below. Notices shall be in writing and shall be deemed to have been given and received only (1) upon delivery, if personally

delivered to a party; (2) one business day after the date of dispatch, if by facsimile transmission; (3) one business day after deposit, if delivered by a nationally recognized courier service offering guaranteed overnight delivery; or (4) three business days after deposit in the United States first class mail, certified mail, postage prepaid, return receipt requested.

**(c) Provident Funding**

Attn: Manager, Broker Approval

700 Airport Blvd, Suite 430

Burlingame, CA 94010

Telephone: 650/652-1300

Fax: 650/443-1130

\_\_\_\_\_  
Attn: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**(d) Severability.** If any court of competent jurisdiction shall hold any provision of this Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

**(e) Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings. No supplement, modification, or amendment shall be valid unless executed in writing by both parties.

**(f) Counterparts.** This Agreement may be signed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall collectively constitute one and the same agreement. The delivery of an executed signature page to this Agreement by facsimile transmission or electronic image scan transmission (e.g., "PDF" or "tif" via email) shall be as effective as delivery of a manually signed counterpart of this Agreement.

**(g) Successors and Assigns.** This Agreement shall bind and benefit the Company and Provident Funding and their respective successors and assigns; provided, however, that neither party shall have the power or right to assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party; further provided, however, that Provident Funding shall have the right to assign its rights and obligations hereunder to any of its affiliates without the consent of the Company.

**(h) Waivers.** A party's omission or delay in exercising any of its optional or absolute rights or remedies under this Agreement shall not constitute a waiver by such

party, nor operate to bar such party from the exercise of any such rights or remedies. Any waiver by any party of any default shall not operate as a waiver of any other or subsequent default. All rights and remedies provided to any party herein are not exclusive of any other rights or remedies at law or equity, are cumulative and not alternative, and may be exercised by such party simultaneously or in such order as such party deems to be in its best interests. Captions and paragraph headings are for convenience only.

- (i) Attorneys' Fees.** If any legal action or other proceeding is brought for the enforcement of any provision 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 reasonable attorneys' fees and other costs incurred in that action or proceeding.
- (j) Interpretation.** The parties hereto intend that each representation, warranty, and covenant contained herein shall have independent significance. If Company has breached any representation, warranty, or covenant contained herein in any respect, the fact that there exists another representation, warranty, or covenant relating to the same subject matter (regardless of the relative levels of specificity) that the Company has not breached shall not detract from or mitigate the fact that the Company is in breach of the first representation, warranty, or covenant.
- (k) Not Exclusive.** The Company acknowledges that Provident Funding may enter into other agreements or understandings with other parties for the funding or origination of loans in the areas in which the Company presently conducts or may conduct business, that Provident Funding may seek to originate or fund loans in a manner that may compete with the Company, and that this Agreement shall not be deemed to restrict or impede such actions by Provident Funding in any way.

## 17. AUTHORIZATION

The Company acknowledges that it is in the best interest of both the Company and Provident Funding for Provident Funding to perform due diligence concerning the Company's background and experience. The Company further acknowledges that the Company benefits from the efficiencies in the due diligence process that are possible when Provident Funding and other similarly-situated entities in the mortgage industry exchange information about their experiences in doing business with professionals/entities such as the Company. Therefore, the Company hereby consents and gives Provident Funding permission to obtain information about the Company and any and all employees/contractors of the Company including, but not limited to, professional history information, criminal record information, credit information and other public record information. In connection with this authorization,

Company certifies that they have obtained all required consents and approvals of all employees/contractors of the Company to authorize Provident Funding and its affiliates to conduct such background checks and obtain such credit reports on such individuals. The Company understands that Provident Funding performs quality control reviews of the Loans that the Company submits to Provident Funding. The Company understands and hereby consents to the release of information about any loan application that is believed to contain misrepresentations and/or irregularities to regulator bodies and law enforcement. The Company agrees and gives its consent that it and its employees may be named as the originating entity or loan officers on such loans, whether or not the Company or its employees is implicated in the alleged misrepresentations and/or irregularities. The Company hereby releases and agrees to hold harmless Provident Funding, ChoicePoint Public Records Inc. d/b/a Mortgage Asset Research Institute ("MARI"), all MARI subscribers, and any trade associations that endorse MARI's mortgage fraud alert products from any and all liability for damages, losses, costs, and expenses that may arise from the reporting or use of any information submitted by Provident Funding or any other MARI subscriber to Mortgage Asset Research Institute, Inc., recorded in MARI's MIDEX® database, and used in any way by Provident Funding or any other MARI subscriber.

## 18. DEFINITIONS

- (a) **"Agency"**: Fannie Mae and/or Freddie Mac.
- (b) **"Business Day"**: Any day other than a Saturday, a Sunday, or a day on which banks in the United States are authorized or obligated by federal law or executive order to be closed.
- (c) **"Investor"**: An entity to whom Provident Funding sells a Mortgage Loan or any other entity who subsequently purchases such Mortgage Loan.
- (d) **"Loan Package"**: The file of documents, which may be physical, electronic or both, and which includes all of the documents pertaining to a proposed Loan.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date set forth above.

**Broker of Record**

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

\_\_\_\_\_  
Signature

Attn: \_\_\_\_\_

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

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

\_\_\_\_\_

Tel: \_\_\_\_\_

\_\_\_\_\_  
Title

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**Owner**

(If different than Broker of Record)

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

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**Completed by Provident Funding**

Provident Funding  
Attn: Manager, Broker Approval  
700 Airport Blvd, Suite 430  
Burlingame, CA 94010  
Tel: (650) 652-1300  
Fax: (650) 443-1130

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

**EXHIBIT A**

We do Business in Accordance with Federal Fair Lending Laws

UNDER THE EQUAL CREDIT OPPORTUNITY  
ACT, IT IS ILLEGAL TO DISCRIMINATE IN ANY  
CREDIT TRANSACTION:

On the basis of race, color, national origin, religion,  
sex, marital status, or age;

Because income is from public assistance; or

Because a right has been exercised under the Federal  
Consumer Credit Protection Laws.

IF YOU BELIEVE YOU HAVE BEEN  
DISCRIMINATED AGAINST, YOU SHOULD SEND  
A COMPLAINT TO ONE OF THE FOLLOWING:

U.S. Department of Justice  
Civil Rights Division  
Housing and Civil Enforcement Section  
Washington, DC 20530  
1-800-896-7743  
<http://www.usdoj.gov/crt/housing>

Consumer Financial Protection Bureau  
P.O. Box 4503  
Iowa City, Iowa 52244  
(855) 411-CFPB (2372)  
(855) 729-CFPB (2372) (TTY/TDD)  
[www.consumerfinance.gov](http://www.consumerfinance.gov)

Federal Trade Commission  
Washington, DC 20580  
(202) 326-2222  
<https://www.ftccomplaintassistant.gov/>