

CALIFORNIA MORTGAGE BROKERAGE AGREEMENT

Borrower Name(s):

Date:

Loan Number:

Property Address:

Licensee:

Loan Originator:

This disclosure is provided to you pursuant to Cal. Fin. Code § 50700(c) and Cal. Fin. Code § 50701.

You, the Borrower, agree to enter into this Loan Brokerage Agreement ("Agreement") with Licensee to apply for a residential mortgage loan from a Lender with which we from time to time contract upon such terms and conditions as you may request or the Lender may require.

SECTION I. NATURE OF RELATIONSHIP. In connection with this mortgage loan:

- We are acting as your agent, and as such, owe you the fiduciary duty of utmost care, honesty and loyalty in the transaction, including a duty to fully disclose all material facts.
- We will assist in processing your loan application, including but not limited to assistance in completing the application, negotiating a loan, gathering the required documentation, and coordinating the efforts required to compile a completed application package. We will present your application to the Lender for review and approval.
- While we seek to assist you in meeting your financial needs, we do not distribute the products of all lenders or investors in the market and cannot guarantee the lowest price or best terms available in the market.
- In connection with this transaction, we also are authorized to act as an agent for

SECTION II. OUR COMPENSATION.

- Your interest rate, points and fees offered to you by the Lender may include our compensation.
- Either you or the Lender will pay us all of our compensation.
- For example, in some cases, if you would rather pay a lower interest rate, you may pay higher up-front points and fees.
- Alternatively, if you would rather pay less up-front, you may be able to accept a higher interest rate from the Lender as a means to finance the payment of our compensation or other costs that you would otherwise be required to pay directly, in which case, we would be paid directly by the Lender.
- Licensee is entitled to compensation at the settlement of your mortgage loan.
- We also may be paid by the Lender based on services, goods or facilities performed or provided by us to the Lender.

•

If we, as a licensee, make a false or misleading statement or omission in the inducement or implementation of this Agreement, you may, upon written notice, do any of the following:

1. Rescind the agreement;
2. Recover fees paid by you to the Licensee for brokerage services rendered by the Licensee pursuant to this Agreement; and
3. Recover actual costs, including attorney's fees for enforcing your rights under this Agreement.

SECTION III. TERMINATION OF THIS AGREEMENT.

This Agreement will continue in effect until the earliest of the following events:

- You obtain a loan.
- Your loan application is denied.
- You or we cancel this Agreement in writing.
- We enter into a new Loan Brokerage Agreement superseding this one.

ACKNOWLEDGEMENT

By signing below, Borrower hereby acknowledges reading and understanding all of the information disclosed above, and receiving a copy of this agreement on the date indicated below.