

**Review the checklist below and provide the requested documentation if it applies to your business.  
Please contact your Account Executive if you have any questions.**

<input type="checkbox"/> All 8 Items	<p>The following documents should be executed by the owner(s). The attached Corporate Resolution (or other appropriate Authorization) should be used to authorize the company to sell serviced-released loans to MLS and further indicate the officer(s) authorized to sign on behalf of the company. Two original executed copies of the TPO Agreement will need to be provided.</p> <table border="0"> <tr> <td><input type="checkbox"/> TPO Lending Application &amp; Agreement</td> <td><input type="checkbox"/> Acknowledgement Fair Lending Policy</td> </tr> <tr> <td><input type="checkbox"/> Loan Originator Compensation Addendum</td> <td><input type="checkbox"/> Loan Fraud Zero Tolerance Policy</td> </tr> <tr> <td><input type="checkbox"/> Independence Policy</td> <td><input type="checkbox"/> Corporate Resolution or Authorization (as required)</td> </tr> <tr> <td><input type="checkbox"/> Appraisal Independence Requirements</td> <td><input type="checkbox"/> MLS Setup Form</td> </tr> </table>	<input type="checkbox"/> TPO Lending Application & Agreement	<input type="checkbox"/> Acknowledgement Fair Lending Policy	<input type="checkbox"/> Loan Originator Compensation Addendum	<input type="checkbox"/> Loan Fraud Zero Tolerance Policy	<input type="checkbox"/> Independence Policy	<input type="checkbox"/> Corporate Resolution or Authorization (as required)	<input type="checkbox"/> Appraisal Independence Requirements	<input type="checkbox"/> MLS Setup Form
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<input type="checkbox"/> Appraisal Independence Requirements	<input type="checkbox"/> MLS Setup Form								
<input type="checkbox"/>	<p><b>Entity Documents</b> – Please provide stamp-filed copies of the following, as applicable: (Corporation - Articles of Incorporation); (LLC - Articles of Organization, or Certificate of Formation); (Limited Partnership - LP1). If doing business under a name different than your registered corporate name, include a copy of your DBA filing. Names must match your application and license. (Include sample signature card)</p>								
<input type="checkbox"/>	<p><b>Resumes for Owners and Broker of Record</b> – Please provide a resume for each owner (25% or more interest) as well as the Ops Mgr., Underwriting Mgr., and Secondary Marketing Mgr.</p>								
<input type="checkbox"/>	<p><b>Credit Report</b> – For each owner and broker of record (25% or more interest). Please provide an explanation for all derogatory credit.</p>								
<input type="checkbox"/>	<p><b>W-9 Request for Taxpayer ID Number</b> – Complete the enclosed IRS Form W-9 with all required information, sign and return to with all items in this checklist.</p>								
<input type="checkbox"/>	<p><b>Current Financial Statements</b> – Interim Financial Statement (balance sheet and P&amp;L signed by an authorized officer, if audited no signature required) not older than 90 days. <b>Minimum Net Worth meets state requirements.</b></p>								
<input type="checkbox"/>	<p><b>Copy of Warehouse Bank Approvals</b> – If multiple warehouse lines are used, please provide all agreements.</p>								
<input type="checkbox"/>	<p><b>Bank Wire Instructions</b> – If multiple warehouse lines are used, please provide wiring instructions for all accounts.</p>								
<input type="checkbox"/>	<p><b>Copy of E&amp;O and Fidelity Bond Coverage</b> – Declaration pages showing coverage amounts and expiration dates. Minimum coverage of \$300,000.00 each.</p>								
<input type="checkbox"/>	<p><b>Tape Request</b> – Listing of all funded loans for the past 90 days in Excel format. Please include at a minimum, the following fields: Loan Program; Loan Amount; FICO; LTV; CLTV; DTI; and State where Property is located.</p>								
<input type="checkbox"/>	<p><b>Copy of Quality Control Plan</b> – Please provide all current QC Policies and Procedures from Guides/Manuals.</p>								
<input type="checkbox"/>	<p><b>Audited Financial Statements for the last two years</b> – If audited financials are not available please provide the following, depending on your company's formation:</p> <ul style="list-style-type: none"> <li>• Corporations: 2 most recent years' signed federal corporate tax returns</li> <li>• Sole Proprietorships: 2 most recent years' signed federal tax returns</li> <li>• Partnerships: 2 most recent years' signed federal partnership tax returns</li> </ul>								
<input type="checkbox"/>	<p><b>Primary Contact Information</b> – Please include a list of other employees who will be key contacts for the company. Please include phone numbers and email addresses.</p>								

**After completing your application, reviewing the Checklist, and providing all required documentation, send your completed package to your Account Executive.**



29777 Telegraph Road-Suite 3500  
Southfield, MI 48034

TPO LENDING

# APPLICATION

<b>COMPANY INFORMATION</b>	BUSINESS NAME		DBA		ACCOUNT EXECUTIVE		
	STREET ADDRESS			STE #			
	CITY		STATE	ZIP	FORMAT OF BUSINESS <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> C Corp <input type="checkbox"/> S Corp <input type="checkbox"/> LLC		
	PHONE		FAX		STATES LICENSED TO DO BUSINESS IN		
	BROKER MAIN CONTACT		SSN#		PHONE		EMAIL
	DATE COMPANY FORMED / INCORPORATED		STATE	COUNTY		COMPANY TIN / SSN	
	MERS#:						

<b>PRINCIPALS</b>	1) NAME		TITLE		SSN#		% OF COMPANY OWNERSHIP
	2) NAME		TITLE		SSN#		% OF COMPANY OWNERSHIP
	3) NAME		TITLE		SSN#		% OF COMPANY OWNERSHIP
	4) NAME		TITLE		SSN#		% OF COMPANY OWNERSHIP

<b>WAREHOUSE INFORMATION</b>	BANK:		CONTACT:		LINE AMOUNT:		PHONE:		EMAIL:		
	RENEWAL DATE										
	BANK:		CONTACT:		LINE AMOUNT:		PHONE:		EMAIL:		

<b>REFERENCES</b>	1) LENDER NAME		CONTACT		PHONE		EMAIL		
	2) LENDER NAME		CONTACT		PHONE		EMAIL		
	3) LENDER NAME		CONTACT		PHONE		EMAIL		

Note: Minimum of 3. Lender Scorecards can be substituted for References.

<b>BRANCH INFORMATION</b>	1) BRANCH NAME			STREET ADDRESS						
	CITY		STATE	ZIP		CONTACT			PHONE	
	2) BRANCH NAME									
	CITY		STATE	ZIP		CONTACT			PHONE	
	3) BRANCH NAME									
	CITY		STATE	ZIP		CONTACT			PHONE	

Note: Please list ALL branches in every state you are currently licensed in (if more space is required, please attach additional sheets and include a copy of current license for each state listed).



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TPO LENDING

# APPLICATION

## AFFILIATED COMPANIES YES NO

1) COMPANY NAME	TYPE OF BUSINESS	% OF OWNERSHIP	EMAIL
2) COMPANY NAME	TYPE OF BUSINESS	% OF OWNERSHIP	EMAIL
3) COMPANY NAME	TYPE OF BUSINESS	% OF OWNERSHIP	EMAIL

## THIRD PARTY VENDORS (e.g. AMCs, Doc Vendor, Credit)

1) COMPANY NAME	SERVICE PROVIDED	PHONE	EMAIL
2) COMPANY NAME	SERVICE PROVIDED	PHONE	EMAIL
3) COMPANY NAME	SERVICE PROVIDED	PHONE	EMAIL

## PRODUCTION (previous year and YTD)

Product Type	Loan Volume Previous Year	Loan Volume YTD	# of Loans Previous Year	# of Loans YTD
FHA				
VA				
Conventional				
Super Jumbo				
2 <sup>nd</sup> Trust Deeds				
<b>TOTALS</b>				

## COMPANY HISTORY

If you answer **yes** to any of the questions below, please provide an explanation on a separate sheet, including the dates of any adverse actions; all parties' names; resolution of the matter, case or file numbers; and jurisdiction where the action took place.

YES	NO	QUESTIONS
<input type="checkbox"/>	<input type="checkbox"/>	1) Has your company ever been suspended from selling or submitting loans to a lender?
<input type="checkbox"/>	<input type="checkbox"/>	2) Has your company ever been involved or is currently involved in any litigation?
<input type="checkbox"/>	<input type="checkbox"/>	3) Has your company and/or principals or corporate officers been named as defendant(s) in a criminal proceeding or a complaint/conviction for alleged fraud or misrepresentation in connection with any real estate-related activity?
<input type="checkbox"/>	<input type="checkbox"/>	4) Has your company and/or principals or officers filed for protection from creditors under any provision of the bankruptcy laws within the past seven years?
<input type="checkbox"/>	<input type="checkbox"/>	5) Has your company and/or principals or corporate officers ever had a real estate or other professional license suspended or revoked, or received any other disciplinary action from a regulatory agency?
<input type="checkbox"/>	<input type="checkbox"/>	6) Has any lender enforced the hold harmless or repurchase clause of their correspondent or broker agreement with your company and/or any principals or officers?

I/we certify the above information to be true and correct. The undersigned declares that the foregoing information and all accompanying information are true to the best of his/her knowledge and belief. Midwest Loan Solutions is hereby authorized to obtain verification of information from any source (including character and credit references) for each principal in connection with this TPO application. The undersigned herein transfers all information to Midwest Loan Solutions .

Signature of TPO Principal \_\_\_\_\_ Date \_\_\_\_\_

Signature of MLS Principal \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_



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## Loan Originator Compensation

TPO and MLS agree as follows:

1. Notwithstanding anything to the contrary in the TPO Agreement, TPO represents and warrants to MLS, as of the date hereof, as of the date of the issuance of each Commitment, and as of each "Purchase Date" (Purchase Date shall mean the date on which the purchase price for any Loan is paid), as follows:

a. TPO is in compliance with all applicable provisions of the Amendments to Regulation Z, 75 Fed. Reg. 58509 (codified at 12 C.F.R. Sections 226.1, 226.25, 226.36) (the "Loan Originator Compensation Rules") including, without limitation, all provisions relating to the compensation of TPO's loan officers; and

b. TPO shall maintain books and records with respect to TPO's compliance with the Loan Originator Compensation Rules. MLS, and any supervisory agents or examiners representing a state or federal governmental agency having jurisdiction over MLS, shall have the right, at any time after reasonable notice to TPO and without charge, to (i) examine and audit TPO's books of account, records, reports, compensation plans (with internal loan officers), payroll records and other documentation in any form, relating to TPO's compliance with the Loan Originator Compensation Rules in connection with any Loan, (ii) make copies and extracts thereof, and (iii) discuss the affairs and accounts of TPO relating to such compliance with TPO's officers and employees, at such times and places and with such frequency as MLS may reasonably request.

IN WITNESS WHEREOF, this Addendum is executed by TPO and MLS as of the date set forth above.

**TPO:**

\_\_\_\_\_

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

Print Name: \_\_\_\_\_

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

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

**MLS:**

Midwest Loan Solutions

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

Print Name: \_\_\_\_\_

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

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



## INDEPENDENCE POLICY

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

TPO shall not have any direct or indirect ownership interest in any collateral for any Loan or any business or personal affiliation with, or ownership interest in, any third party vendors providing services with respect to the Loan, including but not limited to, the settlement services provider, the credit reporting agency, the real estate agents with respect to the collateral, the appraisers, or the title agent on the Loan; and TPO shall not act as the real estate agent representing a buyer or seller with respect to the collateral for the Loan, or conduct the settlement services for the Loan. TPO shall disclose in writing upon loan submission to MLS any and all personal or financial involvement in the transactions relating to the Loan.

By signing below, you acknowledge that you have received, understand, and agree to comply with MLS's Independence Policy. If you have any questions regarding this policy, please do not hesitate to contact our Wholesale Compliance Department.

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Authorized Signature

Date

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Print Name

---

Print Title



## APPRAISAL INDEPENDENCE REQUIREMENTS & ACKNOWLEDGMENT

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

### I. Prohibited Acts and Practices

No employee, director, officer or agent of the TPO, or any other third party acting as joint venture partner, independent contractor, appraisal company, appraisal management company, or partner on behalf of the TPO, shall influence or attempt to influence the development, reporting, result or review of an appraisal through coercion, extortion, collusion, compensation, inducement, intimidation, bribery or in any other manner including but not limited to:

- Withholding or threatening to withhold timely payment or partial payment for an appraisal report;
- Withholding or threatening to withhold future business from an appraiser, or demoting or terminating or threatening to demote or terminate an appraiser;
- Expressly or impliedly promising of future business, promotions, or increased compensation for an appraiser;
- Conditioning the ordering of an appraisal report or the payment of an appraisal fee or salary or bonus on the opinion, conclusion, or valuation to be reached, or on a preliminary value estimate requested from an appraiser;
- Requesting that an appraiser provide an estimated, predetermined, or desired valuation in an appraisal report prior to the completion of the appraisal report, or requesting that an appraiser provide estimated values or comparable sales at any time prior to the appraiser's completion of an appraisal report.
- Providing to an appraiser an anticipated, estimated, encouraged, or desired value for a subject property or a proposed or target amount to be loaned to the borrower, except that a copy of the sales contract for purchase transactions may be provided;
- Providing to an appraiser, appraisal company, appraisal management company, or any entity or person related to the appraiser, appraisal company, or appraisal management company, stock or other financial or non-financial benefits;
- Removing an appraiser from a list of qualified appraisers, or adding an appraiser to an exclusionary list of disapproved appraisers, in connection with the influencing or attempting to influence an appraisal as described above (this prohibition does not preclude the management of appraiser lists for bona fide administrative or quality-control reasons based on written policy); and
- Any other act or practice that impairs or attempts to impair an appraiser's independence, objectivity, or impartiality or violates law or regulation, including but not limited to, the Truth in Lending Act and Regulation Z, or the Uniform Standards of Professional Appraisal Practice (USPAP).

No employee, officer, or director in the TPO's loan production function is directly or indirectly involved in selecting, retaining, recommending or influencing the selection of the person to prepare a valuation or perform valuation management functions, or to be included in or excluded from a list of approved persons who prepare valuations or perform valuation management functions.

**A. Transfer of Appraisals**

MLS does NOT allow conventional appraisals from other lenders. FHA and VA appraisals are allowed in accordance with agency guidelines.

**B. Appraisal Ordering Requirements**

Appraisals must be ordered through an approved AMC or panel selection process, if not ordered by MLS.

By signing below, you acknowledge that you have received, understand, and agree to comply with MLS's APPRAISAL INDEPENDENCE REQUIREMENTS. If you have any questions regarding this policy, please do not hesitate to contact our Wholesale Compliance Department.

TPO: \_\_\_\_\_

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

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

Print name \_\_\_\_\_

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



## MLS FAIR LENDING POLICY & ACKNOWLEDGMENT

It is the policy of MLS to treat all credit applicants and borrowers (“applicant(s)”) in compliance with all applicable fair lending laws, including, without limitation, the Equal Credit Opportunity Act and the Fair Housing Act. All of our products shall be made available to qualified applicants without discrimination on the basis of race, color, religion, sex, national origin, marital or familial status, age (provided the applicant has legal capacity to enter into a binding contract), handicap, receipt of public assistance, good faith exercise of rights under the Federal Consumer Protection Act, or any other basis protected by applicable law (“prohibited basis”).

Our employees will offer assistance and service in a fair and equitable manner and will not discourage the completion or submission of an application for credit by any applicant on any of the prohibited basis. Term, conditions and pricing variables (such as debt to income ratio, fees, points or other charges) will be applied fairly without regard to any prohibited basis.

Midwest Loan Solutions’s fair lending commitments shall extend to all aspects of our operations, including solicitation strategies, underwriting and pricing practices, customer service, collections, and marketing.

MLS’s fair lending policy shall be communicated to our brokers, correspondents, and dealers with whom MLS has an indirect lending relationship.

As acknowledgement of the MLS’s fair lending policy, please sign below. By signing this, you acknowledge that you have received, understand, and agree to comply with MLS's FAIR LENDING POLICY. If you have any questions regarding this policy, please do not hesitate to contact our Wholesale Compliance Department.

TPO: \_\_\_\_\_

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

Print Name \_\_\_\_\_

Print Title \_\_\_\_\_



## **LOAN FRAUD ZERO TOLERANCE POLICY**

All approved TPOs must be aware that the principal owner(s) of a licensed mortgage company bear the responsibility for all actions of the company's employees. The owner is responsible for the content and quality of each application taken and each loan submitted to Midwest Loan Solutions ("MLS").

### **THE SUBMISSION OF A LOAN APPLICATION CONTAINING FALSE INFORMATION IS A CRIME!**

#### **Types of Loan Fraud**

1. Submission of inaccurate information, including false statements on loan application(s) and falsification of documents purporting to substantiate credit, employment, deposit and asset information, personal information including identity, ownership/non-ownership of real property etc.
2. Forgery of information.
3. Incorrect statements regarding current occupancy or intent to maintain minimum continuing occupancy as stated in the security instrument.
4. Lack of due diligence by owner/loan officer/interviewer/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.
5. Unquestioned acceptance of information or documentation that is known, should be known, or should be suspected to be inaccurate.
  - A. Simultaneous or consecutive processing of multiple owner-occupied loans from one applicant supplying different information on each application.
  - B. Allowing applicant or interested third party to "assist with the processing of the loan."
6. Employee's non-disclosure of relevant information.

#### **Impact of Loan Fraud**

The effects of loan fraud are costly to all parties involved. **MLS stands** behind the quality of its loan production. Fraudulent loans cannot be sold into the secondary market, and if sold, will require repurchase by **MLS**. Fraudulent loans damage our reputation with our investors and mortgage insurance providers. The price paid by those who participate in loan fraud is even more costly. The following is a list of a few of the potential consequences that may be incurred.

#### **Potential Consequences to the Loan TPO**

1. Criminal prosecution
2. Loss of company's license
3. Loss of lender access due to exchange of information between lenders, mortgage insurance companies including submission of information to investors (Freddie Mac/Fannie Mae), police agencies, and state licensing agencies
4. Civil action by **MLS**
5. Civil action by applicant/borrower or other parties to the transaction
6. Loss of approval status

By signing this, you acknowledge that you have received, understand, and agree to comply with **MLS's LOAN FRAUD ZERO TOLERANCE POLICY**. If you have any questions regarding this policy, please do not hesitate to contact our Wholesale Compliance Department.

\_\_\_\_\_  
Signature of Principal Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and title

\_\_\_\_\_  
Print TPO Name



# TPO SET UP FORM

DATE	ACCOUNT EXECUTIVE	COMPANY NAME
ADMINISTRATOR (FIRST NAME, LAST NAME)		
PHONE #	EMAIL	
<b>INTERNAL USE ONLY</b>		
CLIENT SERVICE REPRESENTATIVE	PRICING TIER	
TPO ID#		

**Once approved, you will receive your login and password within 48 hours.**

\_\_\_\_\_  
Authorized MLS Signature (Operations Manager)

\_\_\_\_\_  
Date