Constant Investments, Inc. DBA Linkhome Lending
1400 Preston Rd, Suite 400, Plano, TX 75093
(800) 674-3666 | NMLS #882728

APPLICATION SUBMISSION CHECKLIST

Please complete the following items for timely processing of your application:

Required Forms (Original, Wet Signature or E_signature)

Mortgage Broker Application Form
Mortgage Broker Agreement (Include "Exhibit A") Form
Addendum to Broker Agreement Form
Lender-Paid Broker Compensation Election Agreement
Permission to Send Fax and E-Mail Form
Request of Username and Password Form
Loan Fraud and Zero Tolerance Statement
Corporate Resolution (Corporation only)
Anti-money Laundering (AML) Program Attestation
W-9 form (Properly executed IRS form W-9)
Mortgage Broker Branch Application Form (If applicable)

Required Attachments

Copy of Mortgage Officer License, Broker License and Branch License (s)
Entity information and authority documents (Copy of Articles of Corporation / Partnership)
Copy of Statement of Information or Resolution of Officers (Corporation only)

*** Do you need our processing service?** **Yes** ☐ **No** ☐

*** Would you like to choose Lender-Paid Compensation?**

Yes ☐ **No** ☐

* *If to choose "YES", please complete the {LENDER-PAID BROKER COMPENSATION ELECTIONAGREEMENT}.*

* *For any loan cases you submit, Linkhome provides only one* opportunity*"Lender Paid" or " Borrower Paid" before drawing loan docs.*

* *There is a standard policy that any broker has one opportunity to change lender paid comp plan with LINKHOME LENDING each month.*

PLEASE EMAIL ALL THE COMPLETED REQUIRED FORMS (ORIGINAL, WET SIGNATURE) AND ATTACHMENTS TO
info@linkhomelendings.com

Company Information				
Legal Name of Entity:				
DBA:				
Street Address (No P.O. Box):				
City:		State:	ZIP Code:	
Phone:	Fax:	Company E-mail:		
Contact Person:		Contact E-mail:		
Date Incorporated:		County:		State:
Federal ID No:		If no Federal ID #., Broker SSN:		
License/Approval				
Broker of Record:		License #:		
Broker NMLS #:		Date Issued:		
Company NMLS #:		Expiration Date:		
If licensed approved by any of the following entities, the following information is required.				
FHA/HUD No.:		Date Approved:		
Veterans Affairs No:		Date Approved:		
Fannie Mae No:		Date Approved:		
Freddie Mac No:		Date Approved:		

Principal(s) / Senior Officer(s) / Manager(s)

Title	Name	Phone	Email	% Owned

References: (List All FNMA/FHLMC Wholesale Lenders with Whom You Are Approved)

Company	Contact Person	Email Address

Company Disclosures

Has your company ever been suspended from selling or servicing mortgages by an investor? If yes, please provide explanation.	☐ Yes	☐ No
Has your company ever (previously or currently) been named in any litigation or administrative proceeding? If yes, please provide explanation.	☐ Yes	☐ No
Have you ever been removed from a Lender's / Investor's Approved Mortgage Brokerage list? If yes, please provide explanation.	☐ Yes	☐ No

	Yes	No
Have your company and/or principals or corporate officers been named as a defendant in a lawsuit for alleged fraud or misrepresentation? If yes, please provide explanation.	☐	☐
Has your company and/or principals or corporate officers been named as defendants in criminal proceedings, complain or have a conviction for fraud or misrepresentation in connection with real estate activity? If yes, provide explanation.	☐	☐
Has your company and/or principals or corporate officers filed for protection from creditors under any provision of the bankruptcy code within the past seven years? If yes, please provide explanation.	☐	☐
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? If yes, please provide explanation.	☐	☐

Productions

Product Type	Year to Date Volume		Previous Year's Volume	
	Dollar Amount	% of Total	Dollar Amount	% of Total
Conventional	$	%	$	%
Non-QM	$	%	$	%
FHA	$	%	$	%
VA	$	%	$	%
Jumbo	$	%	$	%
Other	$	%	$	%

Volume Mortgage Brokerage expects to submit to Linkhome Lending per month: $

Professional Organizations

Please check the organizations of which you are a member in good standing: NAMB ☐ MBA ☐

Others:

Authorization to Release Information

The undersigned applicant(s) authorize(s) the release to Linkhome Lending of any and all Information(s) about the applicant(s) deemed necessary by Linkhome Lending. The applicant(s) also agree(s) that Linkhome Lending from time to time may request and secure additional information from mortgage brokerage.

GENERAL CERTIFICATIONS: The undersigned declares that, to the best of his/her knowledge, the statements set forth herein are true. Linkhome Lending. Is hereby authorized to obtain verification of any information provided herein.

Broker (Company) of Record (Print) Date

Signature

Principal / Senior Officer (Print) Date

Signature

Principal / Senior Officer (Print) Date

Signature

Principal / Senior Officer (Print) Date

Signature

MORTGAGE BROKER AGREEMENT

This Mortgage Broker Agreement (the "Agreement") is made and entered into as of____________, 20_____________ ("Effective Date"), by and between Linkhome Lending ("Lender") and____ ("Broker"). Lender and Broker are referred to herein collectively as the "Parties" and each individually as a "Party."

WHEREAS Broker is duly licensed, approved, registered, or otherwise authorized, as applicable, to broker one-to-four family residential mortgage loans in each jurisdiction in which Broker conducts mortgage brokerage or origination activities;

WHEREAS Broker desires to deliver residential mortgage loan application packages to Lender for underwriting and, if approved, closing and funding, subject to Lender’s policies, product guidelines, investor requirements, and applicable law; and

WHEREAS Lender desires to accept certain loan applications from Broker upon and subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

For purposes of this Agreement, "Loan" means any mortgage loan application or mortgage loan submitted by Broker to Lender, whether approved, closed, funded, purchased, sold, or securitized. "Business Day" means any day other than Saturday, Sunday, or a federal banking holiday.

1. General Broker Responsibilities; Fees

Broker shall, at Broker’s sole expense, perform the services listed on Exhibit A and such other broker services as may be required by applicable law, Lender’s written guidelines, or the applicable loan program. Broker compensation, if any, shall be paid only as permitted by applicable law and only as fully disclosed to and approved by Lender and Borrower. Broker compensation may be borrower-paid or lender-paid, as applicable, pursuant to the applicable compensation election agreement, rate-lock terms, closing disclosure, written approval, and applicable law. No fee shall be owed to Broker with respect to any proposed Loan that does not close and fund. Lender has no obligation to approve, close, or fund any Loan that does not satisfy Lender’s then-current lending criteria, policies, guidelines, investor requirements, and applicable law.

The contents of each Loan package and all information submitted to Lender may be independently verified by Lender and, upon funding or closing, shall become the property of Lender, subject to applicable privacy, data-security, and record-retention requirements.

2. Loan Approval

Lender may make available product descriptions, rate sheets, eligibility summaries, or other program materials from time to time. Such materials are informational only and do not constitute a commitment to approve, close, fund, purchase, or sell any Loan. Loan approval is within Lender’s discretion and subject to Lender’s written approval, applicable law, investor requirements, and final underwriting. Broker shall not represent to any Borrower or other party that Lender has approved, will approve, or will fund any Loan until Lender has issued written approval or other written confirmation. All Loans shall close in Lender’s name unless otherwise expressly approved in writing by Lender.

3. Broker’s Representations, Warranties, and Covenants

Broker represents, warrants, and covenants to Lender, as of the date any Loan package is submitted to Lender, as of the date any Loan is locked, closed, funded, purchased, or sold, and throughout the period in which any representation, warranty, indemnity, repurchase, or recapture obligation remains applicable, as follows:

3.1 Authority and Capacity. Broker is duly organized, validly existing, and in good standing under the laws of the jurisdiction in which it was formed. Broker possesses all approvals, licenses, registrations, permits, authorizations, and authority necessary to enter into this Agreement and to conduct the mortgage brokerage or origination activities contemplated by this Agreement in each applicable jurisdiction. 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.

3.2 No Untrue Statements. No statement, document, representation, information, or data submitted to Lender by Broker, or by any person acting through Broker, contains or will contain any false, misleading, inaccurate, incomplete, or erroneous statement, or omits any fact necessary to make the information accurate and not misleading in any material respect.

3.3 Absence of Claims. Except as previously disclosed to Lender in writing, there is no pending or threatened suit, action, arbitration, administrative proceeding, regulatory action, investigation, allegation of fraud, or similar matter against Broker or its current or former owners, officers, directors, employees, agents, loan originators, processors, contractors, or other representatives that could reasonably be expected to adversely affect Broker, any Loan, or Broker’s ability to perform under this Agreement.

3.4 Control of Documents. Broker shall not permit any Borrower or interested party to alter, fabricate, manipulate, or control any verification that Lender requires to be obtained directly from an independent third party, including credit, income, employment, asset, deposit, or other verification documents, except as permitted by Lender’s written guidelines or applicable law.

3.5 Licensing and Good Standing. Broker and each individual involved in the origination, processing, or submission of any Loan shall maintain all licenses, registrations, approvals, sponsorships, and authorizations required by applicable federal, state, and local law. Broker shall immediately notify Lender of any suspension, revocation, expiration, termination, restriction, enforcement action, investigation, or other event that could adversely affect Broker’s authority, standing, licensing, or ability to perform under this Agreement.

3.6 No Impermissible Ownership Interest. Broker shall not have any direct or indirect ownership interest in the property securing any Loan except as expressly disclosed to and approved in writing by Lender and permitted by applicable law and investor requirements.

3.7 Compliance with Law and Guidelines. Broker and all persons acting on Broker’s behalf shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, agency requirements, investor requirements, and Lender’s written guidelines, including without limitation fair lending, anti-steering, loan originator compensation, advertising, privacy, data security, disclosure, licensing, anti-money laundering, and fraud-prevention requirements.

3.8 Fees and Compensation. All fees, points, compensation, charges, credits, rebates, and lender credits related to any Loan shall be fully disclosed, documented, and charged only as permitted by applicable law and Lender’s written requirements.

Broker shall not receive compensation directly from the consumer and from Lender or any other person in connection with the same transaction where prohibited by applicable law.

3.9 Services to Borrower. Broker shall fully discharge all duties owed to Borrower under applicable law and shall perform broker services in accordance with accepted mortgage industry standards. Broker shall maintain regular communication with Borrower, real estate professionals, settlement agents, and Lender as necessary to process the Loan and obtain additional information or documentation.

3.10 High-Cost and Similar Loans. With respect to any Loan subject to high-cost, higher-priced, state high-cost, predatory lending, or similar requirements, Broker shall comply with all applicable federal and state requirements, including Regulation Z, 12 C.F.R. § 1026.32, and any applicable state high-cost or predatory lending laws. Broker shall not submit any Loan that violates applicable high-cost, fee, points, ability-to-repay, anti-steering, or similar restrictions.

3.11 Equal Credit Opportunity and Fair Lending. Broker shall comply with the Equal Credit Opportunity Act, Regulation B, the Fair Housing Act, and all applicable federal, state, and local fair lending laws, and shall not discriminate against, discourage, steer, refuse to assist, or otherwise treat any applicant or prospective applicant differently on any prohibited basis. Broker shall provide loan products, pricing information, document requirements, communications, assistance, and service consistently based on legitimate, nondiscriminatory factors; maintain appropriate fair lending policies, oversight, and training for its personnel and agents; and promptly notify Lender of any related complaint, allegation, regulatory inquiry, investigation, or identified violation involving a Loan submitted or proposed to be submitted to Lender.

4. Status of Broker

Broker is an independent contractor and is not a joint ventures, partner, representative, employee, agent, or legal representative of Lender. Broker shall not hold itself out as such and shall not use Lender's name, trade name, trademarks, logos, or materials in advertising or marketing except as expressly approved in writing by Lender. Broker's decision to submit any Loan application to Lender shall be made in consultation with Borrower and in compliance with applicable law.

5. Indemnification and Release

5.1 Indemnification. Broker shall indemnify, defend, hold harmless, and reimburse Lender and its affiliates, shareholders, members, directors, officers, employees, agents, successors, and assigns from and against any and all losses, damages, liabilities, demands, claims, penalties, fines, costs, and expenses, including reasonable attorneys' fees and costs (collectively, "Losses"), arising out of or relating to: (a) any fraud, misrepresentation, material omission, negligence, willful misconduct, or breach of this Agreement by Broker or any person acting on Broker's behalf; (b) any failure by Broker to comply with applicable law, Lender's written guidelines, or investor requirements; (c) any failure by Broker to follow Lender's lock, disclosure, documentation, or submission procedures; (d) any borrower, regulator, investor, agency, governmental, administrative, or third-party claim arising out of Broker's acts or omissions; or (e) any dispute regarding fees, compensation, charges, disclosures, or documents provided or required to be provided by Broker.

5.2 Reporting and Release. Broker acknowledges that Lender may report suspected fraud, misrepresentation, irregularities, or other material concerns to investors, agencies, regulatory authorities, law enforcement agencies, mortgage industry databases, or other appropriate parties as permitted or required by law. For purposes of this Section, "Representatives" means Broker's owners, principals, officers, directors, employees, agents, loan originators, processors, contractors, and any other persons acting on Broker's behalf. Broker, on behalf of itself and its Representatives, releases Lender and its affiliates, officers, directors, employees, agents, successors, and assigns from liability arising from any such good-faith reporting or use of reported information, except to the extent prohibited by applicable law.

6. Lender's Rights

Broker's indemnification, recapture, reimbursement, and repurchase obligations shall not be limited, waived, or discharged by Lender's underwriting, approval, closing, funding, purchase, sale, assignment, securitization, servicing transfer, foreclosure, liquidation, repayment, repurchase, or resale of any Loan or any property securing a Loan. Lender's review, approval, or funding of a Loan shall not relieve Broker of its obligations under this Agreement.

Lender may periodically review Broker's compliance with this Agreement, applicable law, Lender's written guidelines, and investor requirements. Broker shall promptly provide reasonably requested loan files, licensing records, compensation records, advertisements, training records, complaint information, and other compliance-related documentation. Lender may require corrective action, impose additional conditions, suspend submissions or system access, or terminate Broker's approval based on the results of such review.

7. Repurchase and Indemnification

7.1 Repurchase Events. Upon written demand from Lender, Broker shall repurchase a Loan or indemnify Lender for Losses to the extent the Loan contains fraud, misrepresentation, material omission, inaccurate information, documentation defects, eligibility defects, or other issues caused by Broker's breach of this Agreement, violation of applicable law, failure to comply with Lender's written guidelines, or failure to disclose material facts or red flags known to Broker or that Broker reasonably should have identified through reasonable diligence.

7.2 No Elimination by Foreclosure or Disposition. Broker's obligations under this Section shall not be eliminated, waived, or discharged by foreclosure, liquidation, sale, resale, acquisition, transfer, or other disposition of the real property securing the Loan, except to the extent Lender has been fully reimbursed for the applicable Losses.

7.3 Borrower Rescission. If a Loan is rescinded under the Truth in Lending Act or any other applicable law, Broker shall promptly pay to Lender, upon demand, all amounts collected by Broker from Borrower in connection with the Loan, except amounts properly disbursed by Broker to third-party service providers and not required to be returned under applicable law.

7.4 Repurchase Price and Loss Calculation. Unless otherwise required by the applicable investor, agency, insurer, guarantor, or written product addendum, the Repurchase Price shall equal: (a) the unpaid principal balance of the Loan or, if the Loan has not been pooled or sold, the original funded principal amount less principal reductions received by Lender; plus (b) accrued and unpaid interest through the repurchase date; plus (c) fees, commissions, premiums, credits, rebates, compensation, warehouse charges, servicing advances, taxes, insurance, legal fees, enforcement costs, and other costs or expenses incurred by Lender in connection with the Loan or the repurchase demand; less (d) any proceeds actually received by Lender that are directly applicable to reduce the Losses, including applicable mortgage insurance proceeds. Lender shall provide Broker with a written demand identifying the basis for the repurchase or indemnification and a reasonable calculation of the amount due.

7.5 Repurchase Procedure. Broker shall complete repurchase or pay the demanded indemnification amount within twenty (20) Business Days after receipt of Lender's written demand, unless a different period is required by the applicable investor, agency, insurer, guarantor, or written product addendum. Upon receipt of the full Repurchase Price, Lender shall deliver or assign available Loan documents and transfer instruments reasonably necessary to vest Broker or Broker's designee with Lender's interest in the repurchased Loan, without representation, warranty, or recourse except as expressly required by law.

8. Disclosure of Information

Broker shall make prompt, timely, complete, accurate, and truthful disclosures to Lender of all facts, information, documentation, communications, notices, and circumstances known, suspected, or reasonably discoverable by Broker that could affect the validity, collectability, collateral value, eligibility, saleability, insurability, enforceability, or servicing of any Loan. Broker acknowledges that Lender may report suspected fraud, misstatements, or regulatory concerns to appropriate authorities or industry databases as permitted or required by law.

9. Termination of Agreement

Either Party may terminate this Agreement upon written notice to the other Party. Termination shall not affect any obligation arising before termination or any obligation that, by its nature, is intended to survive, including without limitation representations and warranties, indemnification, repurchase, EPO recapture, EPD obligations, confidentiality, records, audit rights, governing law, and payment obligations.

10. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflict-of-law principles, except to the extent preempted by federal law or otherwise required by applicable state law for a particular Loan or transaction.

11. Miscellaneous

11.1 Right to Offset. Amounts owed by Broker to Lender under this Agreement may, at Lender's option and in its sole discretion, be offset against any amounts then or thereafter owed by Lender to Broker, to the extent permitted by applicable law.

11.2 Notices. All notices required under this Agreement shall be in writing and shall be deemed given upon personal delivery; one (1) Business Day after delivery by nationally recognized overnight courier; three (3) Business Days after deposit in the United States mail, certified mail, return receipt requested; or upon confirmed electronic delivery if the Parties have agreed to electronic notice.

11.3 Attorneys' Fees. If either Party brings any action or proceeding to enforce or interpret this Agreement, the prevailing Party shall be entitled to recover reasonable attorneys' fees and costs, in addition to any other available remedy.

11.4 Assignment. Broker may not assign this Agreement or any rights or duties under this Agreement without Lender's prior written consent. Any attempted assignment without consent shall be void.

11.5 Entire Agreement; Amendment. This Agreement, together with any applicable addenda, compensation election agreement, product-specific terms, and written guidelines incorporated by reference, constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior or contemporaneous agreements or understandings. No amendment shall be binding unless in writing and signed by both Parties, except that Lender may update written guidelines, product requirements, and investor requirements from time to time.

11.6 Waiver; Remedies. No waiver shall be binding unless in writing and signed by the Party making the waiver. A waiver of one provision or default shall not constitute a waiver of any other provision or default. All rights and remedies are cumulative and nonexclusive.

11.7 Severability. If any provision of this Agreement is held invalid, void, or unenforceable, the remaining provisions shall remain in full force and effect to the maximum extent permitted by law.

11.8 Further Assurances. Each Party shall perform such further acts and execute such additional documents as may be reasonably necessary to carry out the purposes of this Agreement.

11.9 Provision of Information and Records. Broker shall promptly provide Lender with all notices, communications, documents, correspondence, and other materials received by Broker relating to any Loan. Broker shall maintain records relating to each Loan and this Agreement for the longer of the period required by applicable law, Lender's written guidelines, or investor requirements, and shall make such records available to Lender upon request.

11.10 Reimbursement. Broker shall reimburse Lender for reasonable attorneys' fees, costs, and expenses incurred by Lender in attempting to recover amounts due from Broker under this Agreement, to the extent permitted by applicable law.

12. Early Payoff; Premium and Credit Recapture

12.1 Early Payoff Trigger. An "Early Payoff" occurs if, during the earlier of (a) two hundred ten (210) days after the Loan funding date, or (b) the last day of the month in which the seventh (7th) scheduled monthly payment is due, Borrower pays off the Loan in full or makes one or more unscheduled principal reductions that, in the aggregate, exceed twenty percent (20%) of the original principal balance of the Loan, unless otherwise required by the applicable investor, agency, insurer, guarantor, or written product addendum.

12.2 Lender-Paid Compensation. For any Loan with lender-paid broker compensation, Broker shall reimburse Lender for the lender-paid broker compensation, premium, or other compensation amount that Lender is required to recapture or reimburse as a result of the Early Payoff, including any amount paid by Lender to Broker directly or through escrow.

12.3 Borrower-Paid Compensation with No Rebate or Lender Credit. For any Loan structured as borrower-paid compensation with no rebate, lender credit, premium credit, or similar credit paid or credited in connection with Broker compensation, Broker shall not be required to reimburse Lender solely because of the Early Payoff, unless otherwise required under another provision of this Agreement due to Broker's breach, fraud, misrepresentation, or other misconduct.

12.4 Borrower-Paid Compensation with Rebate or Credit. For any Loan structured as borrower-paid compensation where a rebate, lender credit, premium credit, or similar credit is credited to Borrower or applied in connection with the transaction, Broker shall reimburse Lender only for the rebate, credit, premium, or similar amount that Lender is required to recapture or reimburse as a result of the Early Payoff, unless a greater amount is required due to Broker's breach, fraud, misrepresentation, or other misconduct.

12.5 Demand and Payment. Lender shall provide Broker with written notice identifying the Early Payoff and the amount to be reimbursed. Broker shall pay the amount due within twenty (20) Business Days after receipt of Lender's written demand, unless a shorter period is required by the applicable investor, agency, insurer, guarantor, or written product addendum.

13. Early Payment Default

13.1 Repurchase Obligation. In addition to any other repurchase, reimbursement, recapture, or indemnification obligations under this Agreement, Broker shall be obligated to repurchase a Loan or indemnify Lender for Losses arising from an Early Payment Default only if and to the extent Lender is required to repurchase, indemnify, reimburse, or otherwise incur Losses with respect to the Loan by an applicable investor, agency, insurer, guarantor, or governmental authority, and such requirement results from an Early Payment Default caused by: (a) fraud, misrepresentation, or material omission by Broker, or by Borrower or any third party where Broker had actual knowledge, ignored material red flags, knowingly failed to disclose information in Broker's possession, or failed to exercise reasonable diligence required by this Agreement or Lender's written guidelines; (b) a material underwriting, documentation, eligibility, licensing, disclosure, or compliance defect caused by Broker's breach of this Agreement or Lender's written guidelines; or (c) any other material breach of this Agreement by Broker.

13.2 Agency and Government Loans. For any Loan eligible for sale to, or insured or guaranteed by, an agency or governmental authority, any of the first four (4) scheduled monthly payments becoming ninety (90) days delinquent shall constitute an Early Payment Default only to the extent the requirements of Section 13.1 are satisfied.

13.3 Non-Agency and Non-QM Loans. For any Non-Agency or Non-QM Loan funded by Lender, any of the first two (2) scheduled monthly payments becoming sixty (60) days delinquent shall constitute an Early Payment Default only to the extent the delinquency is attributable to the circumstances described in Section 13.1 or as otherwise required by applicable investor requirements or a written product addendum.

13.4 Broker Reliance and Lender Underwriting. Broker is not required to independently verify the authenticity or accuracy of Borrower-provided or third-party documents beyond reasonable diligence, review for material red flags, and compliance with Lender's written guidelines and applicable law. Lender is responsible for its final underwriting and credit decision; however, Lender's review, approval, closing, funding, or purchase of a Loan shall not relieve Broker of its obligations to provide complete, accurate, and non-misleading information; comply with Lender's written guidelines; and disclose known issues, inconsistencies, or material red flags.

13.5 Borrower or Third-Party Fraud. Fraud or misrepresentation solely attributable to Borrower or another third party shall not, by itself, create a repurchase obligation for Broker unless Broker had actual knowledge, ignored material red flags, knowingly failed to disclose information in Broker's possession, engaged in willful misconduct or gross negligence, or failed to exercise reasonable diligence required by this Agreement or Lender's written guidelines.

13.6 Prohibition on Payment Advances. Broker shall not advance funds for or on behalf of Borrower, nor otherwise make funds available to Borrower, for the purpose of avoiding, delaying, concealing, or curing a delinquency or default. Any such action shall not relieve Broker of obligations under this Agreement and may create additional liability.

13.7 Demand and Timing. Lender shall provide written notice identifying the applicable Early Payment Default, the investor or agency demand, and the basis for Broker's obligation. Broker shall complete repurchase or pay the demand indemnification amount within twenty (20) Business Days after receipt of Lender's written demand, unless a shorter period is required by the applicable investor, agency, insurer, guarantor, or written product addendum.

Linkhome Lending	**Broker:**
Signature:______________________________	**Signature:**______________________________
Print Name:____________________________	**Print Name:**____________________________
Title:__________________________________	**Title:**__________________________________
Date:__________________________________	**Date:**__________________________________

EXHIBIT A
BROKER SERVICES

1. Taking information from the applicant and assisting in completion of the loan application or equivalent worksheet.

2. Analyzing the applicant's income, debts, assets, credit profile, and financial objectives to assist in prequalification.

3. Educating Borrower regarding the mortgage financing process, available loan products, closing costs, payment options, and general loan terms.

4. Collecting financial information and documents that are part of the application process, including tax returns, bank statements, identification, and other required materials.

5. Providing or assisting with required disclosures to Borrower when required by applicable law or Lender's written procedures.

6. Assisting Borrower in understanding and addressing credit, documentation, or qualification issues.

7. Maintaining regular contact with Borrower, real estate professionals, settlement agents, and Lender between application and closing to provide status updates and obtain additional information as needed.

8. Participating in the loan closing process as appropriate and permitted by applicable law.

9. Performing any additional services required by applicable law, Lender's written guidelines, investor requirements, or the applicable loan program.

The undersigned certifies that the statement set forth herein and in any accompanying documents are true and factual to the undersigned's best knowledge. The undersigned hereby authorizes Linkhome Lending to obtain verification of the information it may deem necessary about the applicant and its principals from any source including any investor, governmental agency or authority, credit bureau or reporting agency, MI Company, Mortgage Asset Research Institute, Inc. (MARI) or any other person or entity.

Additionally, the undersigned and company ("We") represent and warrant that the information provided is complete and accurate in all respects. We understand that this application is made for the purpose of inducing Linkhome Lending to approve our business relationship with Linkhome Lending We authorize Linkhome Lending to make such investigation of our financial condition and representations contained in the application. We understand that this application shall remain confidential property Linkhome Lending for all purposes. We agree to notify you immediately of any adverse change affecting the company.

Broker of record:	**Principal / Senior Officer:**
Print Name:______________________	Print Name:______________________
Signature:______________________	Signature:______________________
Title:______________________	Title:______________________
Date:______________________	Date:______________________

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LENDER-PAID BROKER COMPENSATION ELECTION AGREEMENT

Company Name:______________________________ NMLS#:______________________________

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 Linkhome Lending ("Lender") pay the Broker's compensation:

Please make a selection from the following compensation options:

☐Tier1:0.500%	☐Tier5:1.000%	☐Tier9:1.500%	☐Tier13:2.000%	☐Tier17:2.500%
☐Tier2:0.625%	☐Tier6:1.125%	☐Tier10:1.625%	☐Tier14:2.125%	☐Plus Flat Fee: $_____
☐Tier3:0.750%	☐Tier7:1.250%	☐Tier11:1.750%	☐Tier15:2.250%	
☐Tier4:0.875%	☐Tier8:1.375%	☐Tier12:1.875%	☐Tier16:2.375%	

*** Ceiling/Max Compensation: $____________**

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.

Broker and Lender agree that this Lender-Paid Broker Compensation Election Agreement will be in effect as long as the Mortgage Broker Agreement is in effect. 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.

This Agreement is effective on the______day of____________,20_________.

Broker:______________________________________

By: _______________________________________
(Signature)

Name:______________________________________

Title: ______________________________________

Date:______/______/________

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Dear Valued Customer,

Due to issued FCC regulation implementing The Telephone Consumer Protection Act of 1991, effective August 25, 2003, our existing business relationships will no longer be sufficient approval for our sending faxes to you with rate sheet and product information. Therefore, to conform to this regulation, we request your written authorization to continue this service.

Please fill in your fax number where indicated, sign this document.

PERMISSION TO SEND FAX AND E-MAIL

(FCC Final Rules & Regulation Implementing the Telephone Consumer Protection Act of 1991)

The undersigned, as the broker of record, and/or the principal of my company, hereby authorizes Linkhome Lending to send any and all faxes and e-mails, created in the ordinary course of their business, to all members of my company. I agree to immediately notify Linkhome Lending of any future fax number 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 PERMISSION FORM and that I acknowledge that this PERMISSION FORM will stay in full force and effect unless revoked by me in writing and received by Linkhome Lending.

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

Please list all office locations, phone numbers, fax numbers, and e-mail addresses for fax and e-mail.

Office Location	Phone No.	Fax No.	E-Mail Address

Signature Date Print Title

Loan Fraud and Zero Tolerance Statement

Our approved and licensed mortgage brokers are responsible for the content and quality of each loan application and supporting documentation submitted by its employees and representatives. It is also the responsibility of the approved broker to explain what constitutes mortgage loan fraud and also the consequences of fraud to their employees and borrowers, including but not limited to, the types of loan fraud as outlined in this fraud policy.

EXAMPLES OF LOAN FRAUD

Among many others, the most common examples of mortgage loan fraud are:

1. **Submission of inaccurate or misleading information -** on loan application and/or falsifying documents purporting to substantiate credit, employment, income, deposit and asset information including identity, ownership or non-ownership of real property, etc.
2. **Forgery -** Signing any documents on behalf of clients.
3. **Occupancy misrepresentation-** Submitting incorrect information regarding current occupancy or the intent to maintain minimum 12 months continuing occupancy as stated in the Security Instrument (Deed of Trust).
4. **Concealment of relevant information -** Brokers must obtain and disclose accurate information on the loan application. The submission of information or documentation that is known or should be suspected of being false or misleading is considered misrepresentation and/or fraud.

Examples:

- Simultaneous or consecutive processing of multiple owner-occupied loan applications from one applicant on multiple properties, or
- Simultaneous or consecutive processing of multiple loan applications from one applicant supplying inconsistent information on each loan application.

CONSEQUENCES OF LOAN FRAUD

Linkhome Lending stands behind the quality of its loan production. Fraudulent loans damage Linkhome Lending's reputation with investors and mortgage insurance providers. This may jeopardize Linkhome Lending's ability to sell loans to our investors in the secondary market.

For those who participate in committing loan fraud, the price is costly as well. Below are potential consequences to the parties involved.

Consequences For Broker:

1. Criminal prosecution.
2. Loss or suspension of real estate broker's license, salesperson's license and/or other applicable licenses.
3. Civil action by Linkhome Lending

4. Civil action by applicant (Borrower) and/or other parties to the transaction.
5. Loss of approved Broker status with Linkhome Lending.
6. Loss of approval status with other lenders due to exchange of information between lenders, mortgage insurance Companies, investors, law enforcement agencies, Texas DRE, and NMLS.

Consequences For 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 Linkhome Lending.
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.

Linkhome Lending performs ongoing quality control audits to meet our investor's requirements.

Linkhome Lending adheres to a strict zero tolerance policy for fraud and misrepresentation. Should we discover any misrepresentation or falsified documentation within a loan file, it is our policy to investigate suspected fraud or suspicious activity and report it to appropriate authorities when required or permitted by law.

I have read the foregoing. I understand and accept Linkhome Lending's policy on Loan Fraud and Zero Tolerance Statement.

Broker Company Name: ___________________________

Signature of Broker:_________________________ NMLS#:__________________Date:_____________________

Signature of President/Owner:__________________ NMLS#:__________________ Date:_____________________

Constant Investments, Inc. DBA Linkhome Lending

1400 Preston Rd, Suite 400, Plano, TX 75093

(800) 674-3666 | NMLS #882728

Corporate Resolution

I,_________________________________, do hereby certify that at a meeting of the Board of Directors of

____ , a corporation organized
Name of Corporation

under the laws of_________________, held on the____________day of___________________________________at State
Month Year

which said meeting a quorum was present and voting throughout, the following resolution, upon motions made, second and carried, was duly adopted and is now in full force and effect:

RESOLVED, that the President, Vice-President, Treasurer, __________________________________, or any one of such officers, be Any other officer(s) and they are hereby fully authorized and empowered to enter into agreements, contracts and arrangements; to execute, sign or endorse on behalf of____________________________________and affix the corporate seal on same.
Name of Corporation

I further certify that the authority thereby conferred is not inconsistent with the Charter or By-Laws of this Corporation, and the following is a true and correct list of officers of this Corporation as of the present date:

Officers Name	Title	Signature

In Witness whereof, I have hereunto set my hand and seal this,________, day of_____________________, 20 _______

____ ____
(If no seal, certify that there is no seal) Secretary (Or officer authorized to act)

ANTI-MONEY LAUNDERING (AML) PROGRAM ATTESTATION

In accordance with 31 C.F.R. § 1029.210, the undersigned non-depository residential mortgage broker or originator certifies that it has established and maintains a written, risk-based Anti-Money Laundering ("AML") Program reasonably designed to prevent the company from being used to facilitate money laundering or terrorist financing. The AML Program includes, at a minimum, the following elements:

- Incorporates policies, procedures and internal controls based upon the loan or finance company's assessment of the money laundering and terrorist financing risks associated with its products and services.
- Designates a compliance officer who will be responsible for ensuring that the AML program is implemented effectively, is updated as necessary and ensures appropriate persons are educated and trained in accordance with applicable AML requirements.
- Provides for on-going training of appropriate persons concerning their responsibilities under the program.
- Provides for independent testing to monitor and maintain an adequate program, including testing to determine compliance of the company's agents and brokers with their obligations under the program.

Linkhome Lending may request documentation of the policies, procedures and internal controls from the broker company at any time, and by signing below, broker agrees to provide the documentation.

Broker Company Name:____ NMLS ID #: ____________________

Broker Company Address: ____

________________________	________________________	______________
Owner's Signature	Print Name	Date
________________________	________________________	______________
Broker's Signature	Print Name	Date

Constant Investments, Inc. DBA Linkhome Lending
1400 Preston Rd, Suite 400, Plano, TX 75093

MORTGAGE BROKER BRANCH APPLICATION

BROKERS MAIN OFFICE INFORMATION

Linkhome Lending Account Executive: ______________________________

Company Name: ______________________________

DBA: ______________________________

Principal Officer/Broker: ______________________ Tax ID # : ______________________

Address: ______________________________

Phone Number: ______________________ Email: ______________________

The Corporate/Mail Office assumes responsibility for notifying Linkhome Lending. If at any time a branch office is closed or permission to do business is revoked.

BROKERS OFFICE INFORMATION

#1

Branch Manager: ______________________ Manager NMLS# ______________________

Phone Number: ______________________ Email: ______________________

Address: ______________________ FHA ID #: ______________________

#2

Branch Manager: ______________________ Address: ______________________

Phone Number: ______________________ Email: ______________________

Office Fax: ______________________ FHA ID #: ______________________

#3

Branch Manager: ______________________ Address: ______________________

Phone Number: ______________________ Email: ______________________

Office Fax: ______________________ FHA ID #: ______________________

SIGNATURE: ______________________ DATE: ______________________
(Principal Officer or Other Authorized Signer of Corporation)

A copy of the current Branch License is required. Please attach a list of additional offices on a separate sheet of paper.

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . ________

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ________

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) ________

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) ________

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number

☐☐ – ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** **Date**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they