

# **Broker Agreement FHA Addendum**

#### Revised 3/24/2017

FHA Approved Direct Endorsement lenders must assume full responsibility to ensure a Sponsored Third Party Originator (TPO) adheres to FHA's loan origination and processing requirements. Plaza accepts applications for brokers who are not previously FHA-approved. Brokers not previously approved by FHA must abide by the terms of this addendum ("Addendum") entered into between Plaza Home Mortgage, Inc. ("Plaza") and the company identified below on the signature line (the "Broker").

### **RECITALS**

A. All capitalized terms in this Addendum not defined here will have the meaning given in the Agreement. In addition to submitting all information required to undergo Plaza's standard broker approval process, should Broker wish to become approved to originate FHA mortgage loans with Plaza, it will need to furnish Plaza with the following information:

- (a) Completed request form furnished to Broker by Plaza;
- (b) Detail of FHA origination experience (if any) including, but not limited to origination

volume (both in dollar volume and units originated);

- (c) Broker's Federal Tax Identification Number (if applicable); and
- (d) Current NMLS registration number.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions contained in this Addendum and collectively, to the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Plaza and Broker agree as follows:

#### AGREEMENT

#### 1. Additional Broker Representations and Warranties.

(a) Neither Broker nor any of its employees is or has been placed on the HUD Limited Denial of Participation (LDP) List, the U.S. General Services Administration (GSA) Excluded Parties List and/or the Federal Housing Finance Agency Suspended Counterparty Program List (collectively "the Lists"). Should Broker become aware that either it or one of its employees has or will be placed on the Lists, Broker agrees to cease all FHA origination activities with Plaza and notify Plaza within five (5) business days from the date it becomes aware that it or one of its employees has been placed or will be placed on any of the Lists.

(b) Broker has not received any negative reporting on CAIVRS. Should Broker become aware that it has been subject to any negative reporting on CAIVRS, Broker agrees to notify Plaza within five (5) business days from the date it becomes aware that said reporting has occurred or will occur in the future.

(c) Broker has not and is not in the process of being indicted, pleading guilty or otherwise admitting to any direct or indirect participation in any malfeasance involving or associated with the real estate or mortgage loan industry.

(d) Broker remains in compliance with all mortgage loan-related laws, regulations, guidelines or standards including, but not limited to all HUD Mortgagee Letters, FHA guidelines and the SAFE Mortgage Licensing Act.

(e) Broker is not and has not been subject to any unresolved findings as the result of any Regulatory investigation including, but not limited to investigations conducted by HUD.

(f) This Addendum is in addition to and does not change the terms of the Agreement, except as required to integrate the provisions of this Addendum. Lender and Broker may execute this Addendum in counterparts, each of which will be deemed an original and taken together, will constitute one and the same document.

(g) Broker covenants to adhere to all policies and procedures established by Plaza including, but not limited to, Plaza's policy regulating maximum allowable points and fees. All Plaza's policies and procedures are subject to change at Plaza's sole and absolute discretion.

## PLAZA HOME MORTGAGE, INC.

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

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

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

**BROKER** (print legal name):

By:	

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

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