
END OF QUICKSTART SUBMISSION

Dear Applicant Broker:

The documents listed below are required within 45 days of your QuickStart submission of the preceding pages. Submit the package with only the preceding pages completed to get started on a quick approval, then submit again with all pages completed in their entirety with additional requested documents included.

Thank you for your interest in partnering with LoanStream Mortgage. We look forward to working with you.

Required Follow-up Items (within 45 days of QuickStart Approval Items)

Full approval must be completed within 45 days of QuickStart approval, or risk suspension until completed.

VI. Fraud Policy Disclosure

Completed, signed, and dated

VII. List of Mortgage Loan Originators (MLOs) Submitting Loans and their NMLS IDs

Names and NMLS IDs of all who will originate and submit loans to LSM provided

VIII. Loan Originator Compensation Policy and Agreement

Company name entered at the top of the page

Completed, signed, and dated

IX. TRID Compliance Certification

Completed, signed, and dated

X. Broker Hiring Practices Certification

Completed, signed, and dated

XI. FHA Broker Sponsorship Agreement (if applicable)

Completed, signed, and dated

XII. HELOC Addendum

Completed, signed, and dated

XIII. Additional Required Documents (not included in this LSM packet)

Last year's full year financials, including most recent Balance Sheet and P&L (both dated within 90 days)

Current Broker & Officers Licenses

Résumé of Broker and Principal Officer

Quality Control Plan (Written internal policy)

Articles of Incorporation for Corporation or Organization for LLC (if applicable)

E&O Policy (if applicable)



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It is LSM’s policy to report all instances of potential fraud or suspicious activity to state and federal law enforcement agencies, including the Federal Bureau of Investigation (FBI).

TYPES OF LOAN MISREPRESENTATIONS AND FRAUD

The following are examples of fraudulent misrepresentation or concealment that are prohibited. This is not an all-inclusive list.

Submission of False or Misleading Information: This includes but is not limited to submitting false statements on loan applications and/or falsifying documents purporting to substantiate credit, employment, income, deposit and asset information, including identity, ownership, or non-ownership of real property.

1. **Forgery.** Signing any documents, including letters of explanation, on behalf of clients.
2. **Occupancy Misrepresentations.** Submitting incorrect information regarding current occupancy or the intent to maintain minimum continuing occupancy as stated in the Security Instrument.
3. **Concealment of Relevant Information.** Broker 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. The following are examples:
 - 3.1 a) Simultaneous or consecutive processing of multiple owner-occupied loan applications from one applicant on multiple properties; or b) Simultaneous or consecutive processing of multiple loan applications from one applicant supplying inconsistent information on each application.
 - 3.2 Permitting an applicant or interested third party to “assist” with processing of the loan, including but not limited to hand carrying verifications, requesting credit reports, or ordering appraisals or any other documentation provided by third-party vendors.

CONSEQUENCES

Loan fraud is costly to all parties involved. LSM stands behind the quality of its loan production. Fraudulent loans damage LSM’s reputation with investors and mortgage insurance providers. For those who participate in committing loan fraud the price is costly as well. Below are potential consequences to those parties involved in loan fraud.

CONSEQUENCES TO BROKER/LENDER

The following are examples of fraudulent misrepresentation or concealment that are prohibited. This is not an all-inclusive list.

1. Criminal prosecution by legal authorities
2. Loss or suspension of Real Estate Broker’s License, Salesperson’s License, and other applicable licenses
3. Civil action against Broker/Lender by LSM
4. Civil action against Broker/Lender by the applicant borrower and/or other parties to the loan transaction

CONSEQUENCES TO BORROWER

1. Acceleration of Borrower’s debt: Paragraph 6 of the uniform FNMA/FHLMC Deed of Trust states: “Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to lender (or failed to provide lender with any material information) in connection with the loan evidenced by the Note, including but not limited to representations concerning Borrower’s occupancy of the property as a principal residence. NOTE: Foreclosure under this section of the Deed of Trust does not require Borrower to be in payment default. As such, the Borrower will not have the benefit of reinstatement. In order to cure the default, the Borrower must pay off the loan in full prior to the sale of the property.”
2. Criminal prosecution by legal authorities
3. Civil action against Borrower by LSM
4. Civil action against Borrower by parties to the loan transaction, such as the seller and/or real estate agent
5. Loss or suspension of professional license
6. Adverse effects on credit history

IRS REGULATORY ACTIONS

Loans submitted to LSM that are subject to any and all services provided by the Internal Revenue Service (IRS) under code 4506 with regard to income verification may be subject to the following regulatory actions:

1. An IRS audit to reconcile the differences between the income on the loan application and income tax return
2. Penalties and interest on any portion deemed by IRS to be an underpayment of taxes as determined by audit
3. Criminal penalties for having provided misinformation on either the tax return or the loan application

Company Name			
Broker of Record Signature		Date	
X		X	
Broker of Record Printed Name		Principal Officer Printed Name	
Broker of Record Title (if Company Title in Addition to Broker)		Principal Officer Title	



This Mortgage Loan Originator (MLO) Compensation Policy and Agreement ("Agreement") is presented to and acknowledged by _____ ("Broker"), doing business with LoanStream Mortgage ("LSM") as of _____.

WHEREAS, the terms and conditions of this Agreement shall apply to all Covered Transactions; and

WHEREAS, it is understood by Broker that it is the policy of LSM to comply fully with the Compensation Rule, which means, among other things, that LSM will not pay Compensation to a MLO based on the terms of a Covered Transaction, or a proxy for a term, nor will LSM pay Compensation to a Broker if it has received Compensation from the borrower; and

WHEREAS, Broker will be given a plan to execute that will outline the Compensation terms allowable under the terms of this Agreement (the "Compensation Plan," attached Lender Paid Compensation Election Form);

NOW, THEREFORE, in consideration of the promises and mutual agreement set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Broker agrees as follows:

- 1. Scope: Broker will prepare and submit to LSM for funding consideration completed loan application packages in connection with Covered Transactions. Nothing in this Agreement will create any obligation on the part of LSM to accept or approve a loan application package as presented. Broker agrees that all Compensation will be paid only on closed and funded Covered Transactions, and that it will be compensated according to the terms of this Agreement then in effect.
2. Definitions:
a. Compensation: The term "Compensation" shall mean salaries, commissions, and any financial or similar incentive, and includes, but is not limited to, annual or periodic bonuses and awards of merchandise, services, trips, or similar prizes.
b. Compensation Plan: The Lender paid broker compensation plan that Broker is required to sign, which will be issued and updated on a regular basis.
c. Compensation Rule: The Final Rule on Mortgage Loan Originator Compensation, as set forth in Regulation Z at 12 CFR § 1026.36 (https://files.consumerfinance.gov/f/201301_cfpb_loan-originator-compensation-rule_summary.pdf).
d. Covered Transaction: A "Covered Transaction" refers to a closed-end consumer credit transaction secured by a dwelling, including closed-end reverse mortgage transactions.
e. Mortgage Loan Originator (or Loan Originator): The term "Loan Originator" shall have the meaning set forth in Regulation Z at 12 CFR § 1026.36(a) and shall include, but is not limited to, any person who, in expectation of direct or indirect compensation or other monetary gain, takes an application for a Covered Transaction, or offers, arranges, or assists a consumer in obtaining or applying to obtain a Covered Transaction.
f. Steering: The term "Steering" shall have the meaning used in Regulation Z at 12 CFR § 1026.36(e) and shall include, but is not limited to, advising, counseling, or otherwise influencing a consumer to accept a particular Covered Transaction.
3. Representations and Warranties:
a. Compensation: Broker represents and warrants it will comply at all times with the Compensation Rule. Without limiting the foregoing, for each loan application package submitted to LSM for funding consideration, Broker represents and warrants that all Compensation will be paid by one source, in accordance with the Compensation Rule, meaning that Broker will be paid either by the borrower or LSM. Broker represents and warrants it did not and shall not receive Compensation based on the terms of a Covered Transaction.
b. Steering: Broker represents and warrants that it did not and shall not steer the borrower to consummate a transaction that was not in the interest of the borrower.
c. Policies and Procedures: The Broker represents and warrants that it has implemented appropriate written policies and procedures designed to ensure compliance with all aspects of the Compensation Rule and any revisions to the policies and procedures shall be done in compliance with the Compensation Rule. Broker agrees to make its policies and procedures available to LSM upon request.
4. Record Retention: Broker shall retain all documentation including, without limitation, all records sufficient to evidence all compensation it receives from a creditor, a consumer or other person, regarding a Covered Transaction between itself and LSM for a period of not less than three (3) years after the date of its receipt of Compensation, or longer if required by applicable state law.
5. Annual Attestation of Compliance: As part of the recertification process with LSM, Broker shall provide LSM with a written attestation of its compliance with all aspects of the Compensation Rule.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed:

Table with 2 columns and 4 rows for signatures and titles of Broker and Principal Officer.



**LOANSTREAM MORTGAGE WHOLESAL
TRID COMPLIANCE CERTIFICATION**

The intent of this Certification is to confirm your organization’s readiness in compliance with TRID. Please ensure the form is completed and executed by your Compliance Officer or other Senior Manager in charge of disclosure compliance.

Legal Name of Company	Company DBA (if different)
Company Street Address	Company City, State and Zip Code
Compliance Lead’s Name	Compliance Lead’s Title
Compliance Lead’s Phone	Compliance Lead’s Email Address

Please certify that your company has adopted written policies and procedures, including a Quality Control Plan, to ensure compliance with all applicable requirements of the **TILA/RESPA Integrated Disclosures (TRID) rules**. Your company’s TRID compliance includes accuracy of the Loan Estimate (LE) and Closing Disclosure (CD) content and timing. [Consumer Financial Protection Bureau (CFPB) <https://www.consumerfinance.gov/policy-compliance/guidance/tila-respa-disclosure-rule/>]

If not in compliance with TRID requirements, your **LSM** Account Executive will follow up with you in regard to your action plan and assist Company with additional resources and/or training needed to ensure no disruption in your ability to conduct business with **LSM**. Company must be in compliance with TRID in order to submit loan applications to **LSM** (and within 30 days of the date of this certification).

Mark the appropriate box to indicate Company’s compliance with TRID requirements.

- As of today, Company is in compliance with TRID requirements.
- As of today, Company is not in compliance with TRID requirements.

Compliance Lead’s Signature	Date
X	



Whereas Broker is applying, as a third-party originator (TPO), to submit originated and processed Agency loans to OCMBC, Inc. dba LoanStream Mortgage ('Lender') for underwriting and funding, the parties agree to the following:

COMPLIANCE WITH LENDER'S REQUIREMENTS

OCMBC, Inc. dba LoanStream Mortgage is an Agency approved Lender that requires its TPOs to follow all Agency required hiring procedures. Requirements include:

- Conduct a background check on all company employees , including management, who are involved in origination of mortgage loans (application through closing).
- Check all such employees' names against the U.S. General Services Administration Excluded Parties List, HUD Limited Denial of Participation List, and the Federal Housing Agency Suspended Counterparty Program List to ensure they are not barred from participation in the mortgage lending process.

I, the undersigned, hereby certify that Broker runs a background check as described above on its employees.

Brokers Legal Corporate Name: _____

Broker's Signature: _____

Date Signed: _____

Broker's Printed Name: _____

Title: _____

Whereas _____ (“Broker”) wishes to be sponsored by OCMBC, Inc. dba LoanStream Mortgage (“Lender”) to originate and process FHA loans to be presented to Lender for underwriting and funding, the parties agree to the following:

FHA SPONSORSHIP

Lender may at its sole option, sponsor the Broker to originate and process FHA loans with Lender. Lender may at any time, with or without cause, notify the Broker that Lender will terminate Lender’s sponsorship of the Broker. As of the effective date of the termination, Lender shall cease accepting Loan Application Packages which are FHA Mortgage Loans with the Broker.

COMPLIANCE WITH LENDER’S REQUIREMENTS

Should Lender sponsor the Broker as an FHA Originator, the Broker shall comply with all of Lender’s requirements including Lender’s policies with respect to Compensation. The Broker acknowledges that Lender alone shall underwrite all Applications for FHA Mortgage Loans and that all approved FHA Mortgage Loans shall be closed and funded in the name of Lender.

FHA MORTGAGE LOANS

Broker, upon sponsorship by Lender, will be sponsored as an FHA Originator. The Broker shall comply in all respects with all lending requirements of FHA and all requirements of FHA pertaining to or governing FHA Originators respectively including appropriate building signage visible to the public. For each FHA Mortgage Loan, the Broker shall obtain an FHA Approval by Lender, and cause all conditions for the FHA approval to be met.

GNMA REQUIREMENTS

Each FHA Mortgage Loan shall comply with GNMA Requirements as of the date of the closing of such FHA Mortgage Loan.

NOTIFICATION OF DISCIPLINARY OR OTHER ACTION BY FHA, HUD, GNMA, ANOTHER LENDER OR ANY AGENCY

The Broker shall notify Lender in writing within 10 days following the initiation or threat of any disciplinary action, enforcement action, lawsuit, administrative proceeding or similar action or proceeding by FHA, HUD, GNMA, another Lender or any Agency or if any pending investigation by FHA, HUD or GNMA, another Lender, or any Agency against the Broker or any of the Broker’s affiliated companies, or against any of the directors, officers, employees, or agents of either the Broker or any of the Broker’s affiliated companies.

FHA MORTGAGE LOANS ELIGIBILITY

Broker understands and agrees that FHA Mortgage Loans must be in full compliance with the Lender’s requirements and, as applicable, the requirements of FHA as of the date of the FHA Approval is issued, provided, however, that the effective dates established by FHA for any amendments to that agency’s rules or Lender or Lender’s investor shall apply to the FHA Mortgage Loan. Each FHA Mortgage Loan is in full compliance with GNMA requirements as of the date of each closing of such FHA mortgage loans.

GNMA REPRESENTATION AND WARRANTIES

Broker understands and agrees that FHA Mortgage Loans must be in full compliance with the Lender’s requirements and, as applicable, the requirements of FHA as of the date of the FHA Approval is issued, provided, however, that the effective dates established by FHA for any amendments to that agency’s rules or Lender or Lender’s investor shall apply to the FHA Mortgage Loan. Each FHA Mortgage Loan is in full compliance with GNMA requirements as of the date of each closing of such FHA mortgage loans.



FHA BROKER SPONSORSHIP AGREEMENT

IN WITNESS WHEREOF, The undersigned have executed or caused this addendum to be executed by their respective authorized officers/personnel.

Brokers Legal Corporate Name: _____

Broker's Signature: _____

Date Signed: _____

Broker's Printed Name: _____

Title: _____



WHEREAS: _____ (“Broker”),
NMLS ID _____, is a LoanStream Mortgage approved company that intends to participate in its HELOC program.

THEREFORE:

1. Broker and Mortgage Loan Originators (MLOs) agree that all submitting MLOs are properly licensed in the state in which the subject property of each submitted loan is located.
2. Broker agrees to Broker Compensation of 200 basis points on the initial draw amount on all funded HELOCs.
3. Broker agrees with the following payment schedule:
 - a. Loans funded Monday – Friday of a given week will be paid no later than Thursday of the following week.
4. Broker agrees to receipt of payment via ACH.
 - a. Please complete and submit the attached ACH form.
5. If the borrower pays off 90% or more of the original loan amount within 16 weeks of the funding date, Broker will be charged an early payoff (EPO) amount equal to total broker comp paid on the loan.
6. NOTE: LoanStream is not responsible for HELOC credit decisions.

Please Note: Please complete this Addendum and the attached ACH form and email to Clients@lsmortgage.com.

Printed Name

Title

Signature

Date



BROKER _____
NMLS ID _____ TAX ID/SSN _____

Direct payment via Automated Clearing House (ACH) is the transfer of funds from one entity’s bank account to another entity’s bank account. By completing and returning this form, the above captioned Broker agrees to receipt of compensation from LoanStream Mortgage via ACH direct deposit into the bank account described below.

Bank Name _____
Routing # _____ Account # _____
Account Type Checking Savings

Broker understands and agrees that this authorization will remain in full force and effect unless Broker notifies LoanStream Mortgage, in writing, that said authorization is being revoked. Such notification may be submitted via email to Clients@lsmortgage.com or by delivery to:

OCMBC, Inc., DBA LoanStream Mortgage
19000 MacArthur Blvd., Suite 200
Irvine, CA 92612

Broker may also replace this ACH Payment Authorization Form with revised banking information by completing and submitting a replacement form to LoanStream Mortgage in the same manners as stated above.

LoanStream Mortgage is authorized to pay this Broker via ACH for transactions for which Broker is due a Broker Fee or Commission.

Printed Name Title

Signature Date