



## WHOLESALE BROKER APPLICATION PACKAGE CHECKLIST

### Initial Approval

To become approved, please submit a complete Application Package with all items on the following checklist included.

### Minimum Approval Standards

- Broker (principal of company) must have at least five years of experience in mortgage lending;
- Minimum tangible net worth of \$25,000;
- No pending litigation;
- Submission and approval of all required application documentation;

### Upload the following REQUIRED documents into your Comergerence Document Library

Company Formation document - Articles of Incorporation, Articles of Organization or Partnership Agreement (if applicable)
Company Organization Chart
Policy Certification (policies and procedures regarding origination process)
IRS W-9
Most recent quarter Income Statement and Balance Sheet, signed and dated
Newfi Broker Application Package - Authorization / Release for Businesses and Individuals, signed by principal officer, Corporate Resolution signed & dated by principal officer, Lender Compensation Agreement signed & dated by principal officer, Broker Portal User Add/Modify Form completed with users who need credentials
Resumes of Owners / Principals / Officers
Current E&O Insurance and Surety Bond per state requirements (if applicable)
Three Lender References with name and contact information
Signed Broker Agreement via DocuSign

## Authorization / Release for Businesses and Individuals

### Certification and Authorization:

The undersigned certifies to Nexera Holding LLC, dba Newfi Wholesale and Newfi Lending (Lender) and its successors and assigns that information and all accompanying documents in connection with this Application are true and complete. The undersigned hereby authorizes Lender to obtain verification of any information or documentation provided in connection with this Application from any source (including, but not limited to both business and personal credit reports through a credit reporting agency chosen by Lender, or character or credit references provided by Applicant or any owner, principal, officer, employee, member, partner or representative of Applicant). Applicant hereby releases and holds harmless Lender, and Comergence Compliance, the third party vendor assisting with verification of information or documentation provided, from and against all liability for claims, damages, losses, costs and expenses of any kind whatsoever that may arise from such verification efforts or the use or reporting of any information obtained in the course of such verification efforts.

Company Name \_\_\_\_\_

Signed By: \_\_\_\_\_ Date: \_\_\_\_\_

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

Social Security Number: \_\_\_\_\_

Signed By: \_\_\_\_\_ Date: \_\_\_\_\_

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

Social Security Number: \_\_\_\_\_

Signed By: \_\_\_\_\_ Date: \_\_\_\_\_

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

Social Security Number: \_\_\_\_\_

# Corporate Resolution

(\*\*Required for Companies with more than one principal\*\*)

## PURSUANT TO A RESOLUTION BY THE BOARD OF DIRECTORS OF, OR PARTNERS OF

\_\_\_\_\_  
(“Company”) Corporation/Limited Liability Company/Partnership

I, \_\_\_\_\_,  
Witnessing Officer’s Name

\_\_\_\_\_, do hereby certify that \_\_\_\_\_ as  
*Title of Witnessing Officer* *Company Representative*

the \_\_\_\_\_ is authorized, pursuant to authority granted by the Company’s  
*Company Representative’s Title*

governing authority on \_\_\_\_\_, 20\_\_ to enter into contracts to facilitate the business of the company, may delegate authority as appropriate and is empowered to execute documents binding the Company with regard to the sale of mortgage loans to Nexera Holding LLC, dba Newfi and dba Newfi Lending.

Witness my hand and corporate seal on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
**Witnessing Officer’s Signature** (Affix Seal)

**\*\*Please note, the “Company’s Representative” identified above must execute the Nexera Holding LLC, dba Newfi and dba Newfi Lending Broker Agreement\*\***

## Lender Paid Compensation Agreement

This Agreement between \_\_\_\_\_ (“Broker”) \_\_\_\_\_(NMLS ID) and Nexera Holding LLC dba Newfi Lending (“Lender”) shall serve as an Addendum to, and is hereby incorporated to be part of, the Wholesale Broker Agreement between Broke). This Agreement may only be updated by a signed writing, subject to the terms set forth below. *Change Request (must be greater than 90 days from any previous change)*

The effective date for the new compensation declaration shall be 3 business days from the change request

**The date of the initial Loan Estimate of an applicable transaction shall determine the compensation that is in effect for any particular loan.**

Broker agrees that any compensation to be paid pursuant to this Agreement is and will be its sole source of compensation related to any applicable loan. Broker shall not charge any applicable borrower(s) additional fees nor arrange to receive any other form of compensation from any other person or entity other than the Lender, pursuant to the terms set forth herein.

**Broker and Lender hereby agree that Broker will be compensated on loans that are closed and funded pursuant to the terms of the Wholesale Broker Agreement. Compensation will be a pre-determined percentage of the loan amount, as set forth below.**

**Compensation Selection (select one only):**

0.50%	0.625%	0.75%	0.875%	1.00%
1.125%	1.25%	1.375%	1.5%	1.625%
1.75%	1.875%	2.00%	2.125%	2.25%
2.375% **	2.5% **	2.625% **	2.75% **	

\*\* Requires Management Approval

**Optional Compensation Minimum (maximum amount allowed \$2500): \$**

**Optional Compensation Maximum: \$**

**Optional Flat Fee – Up to \$650: \$**

**LOAN ORIGINATOR COMPLIANCE DECLARATIONS:**

Broker hereby represents, warrants and covenants that, with regard to each loan and loan file that Broker submits to (“Lender”): (i) Broker, and Broker’s officers, employees and agents (together, “Representatives”) at all times have complied, and will continue to comply, with any and all Laws (ii) Broker and its Representatives have not, and will not, steer any borrower into consummating a transaction that is not in the borrower’s best interest, or that results in the Broker or any other person receiving greater compensation other than expressly permitted under 12 C.F.R. §1026.36, (iii) Broker has presented, and will present, to each borrower a written loan options disclosure fully satisfying the “Safe Harbor” requirements provided for in 12 C.F.R. § 1026.36(e)(2) and §1026.36(e)(3).

Broker hereby acknowledges and represents that Broker has read the foregoing, understands it, is signing this document voluntarily. No oral representations, statements or inducements apart from the foregoing written agreement have been made. The signatory below has been duly authorized to execute this Addendum for Broker.

\_\_\_\_\_  
 Authorized Signature (Principal Broker/Owner)

\_\_\_\_\_  
 Date

