



## TCF BROKER ORIGINATION GUIDE

### SECTION 1 – INTRODUCTION TO THIS GUIDE

#### 1.1.0 Origination Program

TCF National Bank (“TCF”) offers Persons in the business of providing Origination Services the opportunity to provide such services to TCF in connection with Mortgage Loans originated by TCF (the “Origination Program”). Such Origination Services include, but are not limited to: taking Mortgage Loan Applications; ordering credit reports, property appraisals and title reports; verifying Borrower income and employment; and obtaining and preparing required documentation; and providing required disclosures to Borrowers. All Origination Services are to be performed in accordance with the terms of the Program Documents. By submitting Mortgage Loan Applications to TCF, Broker confirms its agreement to all of the terms of the Program Documents.

The capitalized terms in this Origination Guide have the meaning defined in Section 8 of this Origination Guide or as otherwise provided in the Program Documents. TCF may amend this Origination Guide from time to time upon notice by TCF to Broker. Any such amendments are applicable to Origination Services provided by Broker after notice of such amendments have been given.

#### 1.2.0 “Loan Fraud” and “Predatory Lending” Practices Zero Tolerance Policy

It is TCF's policy and intent to support the eradication of loan fraud and predatory lending practices within the residential lending marketplace. Broker will be responsible for all actions performed in the course of its business by its employees, agents, or licensees.

TCF requires all Borrowers to be provided complete and accurate information regarding the TCF home equity line of credit product. Broker is responsible for training its employees and agents regarding the TCF home equity line of credit product and ensuring that its employees and agents do not mislead Borrowers or provide false information to Borrowers. Broker may not coerce a Borrower into obtaining a home equity line of credit that he or she did not need or want. Broker may not knowingly provide false information to TCF in connection with an application for a mortgage loan.

#### 1.3.0 Fair Lending Policy

In keeping with its commitment to fairness and equal opportunity, TCF requires all Borrowers to be treated in a fair and consistent manner from the first contact through the last. All such individuals should receive the same level of service. TCF requires parties with whom it does business to observe this commitment, in particular when providing assistance to Borrowers on whether to apply for credit, how best to qualify for credit, how to resolve any issues relating to creditworthiness, and other aspects of a credit transaction. TCF requires that any Mortgaged Property be underwritten solely based on property type, occupancy status, and the property's appraised value.

**Note:** Discrimination based on race, color, sex, sexual orientation, disability, national or ethnic origin, marital or familial status, religion or age is contrary to TCF's commitment to fair lending, and is unlawful. The fact that a property is located in an area with a predominant racial or ethnic population is irrelevant.

#### 1.4.0 Consumer Information



### TCF Broker Origination Guide

Information is subject to change without notice.  
Updates may be sent to you periodically.

All capitalized terms used in this section and not otherwise defined shall have the meanings set forth in the Federal “Privacy of Consumer Financial Information” Regulation (12 CFR Part 40), as amended from time to time (the “Privacy Regulation”), issued pursuant to Section 504 of the Gramm-Leach-Bliley Act (15 U.S.C. 6801 et seq.). TCF and Broker acknowledge that the Privacy regulation and applicable state law govern disclosures of nonpublic personal information about Consumers. Both parties (i) agree to comply with any applicable laws and regulations regarding the privacy and security of the Consumer Information, (ii) agree to not use Consumer Information in any manner inconsistent with any applicable laws and regulations regarding the privacy and security of Consumer Information, (iii) agree to maintain adequate physical, technical and administrative safeguards to protect Consumer Information from unauthorized access.

**This section will survive the termination of the Program Documents for any reason.**

#### **1.5.0 Advertisements and Solicitations**

- a. Broker understands that TCF may from time to time send solicitations to Broker regarding TCF’s products and services via facsimile transmission and/or e-mail. Broker consents to receiving such solicitations. Such solicitations are for Broker’s use only and may not be distributed to consumers.

### **SECTION 2 – BROKER APPROVED STATUS AND ELIGIBILITY CRITERIA**

#### **2.1.0 Approved Status**

Persons wishing to participate in the Origination Program must obtain and maintain Approved Status. Approved Status or revocation of a Broker’s Approved Status are at TCF’s sole discretion.

#### **2.2.0 Third Party Originations**

Broker may not handle Mortgage Loan Applications originated by another Person not directly employed by Broker, unless approved by TCF.

#### **2.3.0 Quality Control**

Broker must maintain an active quality control program reasonably acceptable to TCF in connection with the Origination Services. Broker will provide a detailed written description of its quality control program to TCF upon TCF’s request.

#### **2.4.0 Licensing/Registration, Authority to Conduct Business and D/B/A's**

Broker must obtain and maintain all required licenses, registrations, permits, approvals, and qualifications and be qualified and in good standing in each jurisdiction where a Mortgaged Property is located or the Origination Services are to be performed, or be exempt under applicable law from such requirements. Broker hereby authorizes TCF to cooperate fully with any federal, state, or local authority conducting a formal or informal investigation, examination or audit of Broker.

Broker must establish sufficient policies and procedures to comply with the federal Secure and Fair Enforcement for Mortgage Licensing Act of 2008 (S.A.F.E. Act) and other applicable state and federal licensing or registration requirements applicable to individuals acting as mortgage loan originators for all Mortgage Loan Applications submitted to TCF.

Broker must also disclose to TCF at the time of application for Approved Status and any time during its participation in the Origination Program whether it does business under any fictitious names. TCF may require Broker to provide evidence reasonably satisfactory to TCF that Broker has complied, or does not need to comply, with all filings and other requirements under applicable state or local law pertaining to the use of a fictitious name.

#### **2.5.0 Fidelity Bond and/or Errors and Omissions Policy**



### **TCF Broker Origination Guide**

Doc # 654 – 02-01-18 Page 2 of 10

Information is subject to change without notice.  
Updates may be sent to you periodically.

Upon TCF's request, Broker will obtain and maintain, with an entity reasonably acceptable to TCF, a blanket fidelity bond and/or an errors and omissions policy in amounts reasonably satisfactory to TCF. Any such bond or policy must contain coverage protecting Broker against losses resulting from acts, errors, and omissions committed by Broker, its employees, or other parties acting on Broker's behalf. The terms of the bond or policy must further provide that it will not be terminated or materially modified without at least thirty (30) days' prior written notice to TCF. Broker will provide TCF with a current copy of the bond or policy, or other evidence of coverage reasonably satisfactory to TCF, upon TCF's request. Broker will promptly report to TCF any claims against the bond or policy, whether or not the claim is related to any Mortgage Loan that Broker submits to TCF. The report should indicate the total loss amount and the circumstances surrounding the claim.

#### **2.6.0 Right to Request Financial Statements and Additional Documents/Periodic Review**

Upon TCF's request, Broker will provide information to TCF as TCF deems reasonably necessary (a) in order to grant Approved Status to Broker, and (b) from time to time during Broker's participation in the Origination Program in order to maintain Broker's Approved Status. TCF contemplates that ongoing reviews of Broker will be performed at least annually. TCF may terminate Broker's Approved Status at any time should TCF determine in its sole discretion that Broker fails to meet the Eligibility Criteria or otherwise fails to comply with the Program Documents.

The information which TCF may request for a periodic review includes, but is not limited to, any or all of the following: (a) the most recent audited financial statements for Broker's most recent fiscal year, not older than twelve (12) months unless currently certified accurate by an officer of the Broker with authority to do so; (b) if Broker is a subsidiary company, the most recent audited financial statements of condition and income of Broker's parent; (c) the names and resumes of officers and directors appointed since the last review; (d) a summary and explanation of any significant changes in methods of operation, financial condition or relationship with regulatory agencies governing Broker's operation; (e) Broker's current fidelity bond and/or errors and omissions policy; (f) current proof of licensure or registration by the Broker; (g) updated form W-9; (h) the names, resumes and proof of licensure or registration for mortgage loan originators and loan officers employed by the Broker; (i) information bearing on Broker's compliance with the Applicable Requirements, including without limitation the fair lending and anti-predatory lending laws; and (j) such other information as TCF deems reasonably necessary or appropriate.

#### **2.7.0 Change of Ownership or Business**

Broker must immediately notify TCF in writing of any pending, proposed, or actual change in Broker's direct or indirect ownership or control; of any change in name, organization or corporate form, whether or not such change materially affects Broker's business activities or financial condition; and of any material change in Broker's senior management. Broker must also provide TCF with copies of any filings, registrations, and certifications required by any regulatory authority in connection with any such changes.

### **SECTION 3 – MORTGAGE BROKER SERVICES**

Brokers perform certain Origination Services in connection with Mortgage Loans, while TCF prepares certain closing documents and completes the underwriting functions. All Mortgage Loans approved by TCF will be funded by TCF and closed in the name of TCF.

#### **3.1.0 Compensation**

To receive Broker Compensation, Broker must perform actual and specific loan origination and processing services. These services include, but are not limited to, the following: (a) educating the applicant in the financing process and home buying process (if applicable); (b) educating the applicant regarding TCF's Command Credit® Plus Home Equity Line of Credit, including information regarding how home equity lines of credit differ from fixed rate mortgage loans; (c) taking an application for a loan; (d) providing complete application files to TCF; (e) obtaining a tri-merge credit report, if required by TCF, and providing it to TCF if applicable; (f) confirming whether each mortgage loan application meets the terms, conditions and requirements established by TCF, including but not limited to, debt-to-income requirements and loan-to-value requirements; (g) assisting applicants in understanding and clearing credit problems; (h) providing applicants with disclosures



### **TCF Broker Origination Guide**

Doc # 654 – 02-01-18 Page 3 of 10

Information is subject to change without notice.  
Updates may be sent to you periodically.

Broker is required by federal, state or local laws or regulations to provide to applicants; (i) providing applicants with additional disclosures as TCF may from time to time require; (j) providing TCF with loan underwriting information as required by TCF, such as verifications of employment, verifications of mortgage, verifications of deposit, tax returns, and income and asset documentation; (k) obtaining any additional information required by TCF in order to consider the mortgage loan application and/or facilitate the closing of the mortgage loan; (l) providing TCF with property appraisals and title commitments, if required by TCF; (m) keeping applicants informed of the status of their loan application; (k) coordinating the loan closing with TCF; and (n) performing other services as are customary in the industry to be performed by mortgage loan brokers.

The amount of Broker Compensation will be determined by TCF from time to time upon notice to Broker. Broker will receive Broker Compensation within 60 days following the Funding Date if the necessary services are performed.

Broker may receive compensation for Origination Services only from TCF. Broker may not receive compensation from any Borrower or any other party even if Broker has not received any compensation from TCF.

### 3.2.0 Disclosures

At the time of application, or within three (3) business days of taking an application by telephone, Broker must provide the following disclosures to the applicants:

- a. TCF's *CommandCredit Plus Application Disclosure – Important Terms of our Home Equity Line of Credit*
- b. The Consumer Financial Protection Bureau's booklet *What You Should Know About Home Equity Lines of Credit*
- c. TCF's *Notice and Authorization Concerning Your Loan Application* **(the applicants must sign)**
- d. For loans secured by properties in Florida, TCF's *Florida Anti-Coercion Insurance Notice* **(the applicants must sign)**
- e. For loans secured by properties in New York, TCF's *New York Pre-Application Disclosure and Fee Agreement* **(the applicants must sign)**
- f. Any disclosures required under state or federal law related to the application for a home equity line of credit including, but not limited to, any mortgage broker fee disclosures or agreements.
- g. Any other disclosures required by TCF as specified in this Broker Origination Guide.

#### **Broker must provide the following signed disclosures to TCF:**

- a. TCF's *Notice and Authorization Concerning Your Loan Application*.
- b. For loans secured by properties in Florida, TCF's *Florida Anti-Coercion Insurance Notice*.
- c. For refinance loans secured by properties in Maryland, the Maryland Net Tangible Benefit worksheet (state promulgated form) – **the applicants must sign**.
- d. For loans secured by properties in New York, TCF's *New York Pre-Application Disclosure and Fee Agreement*.

### 3.3.0 Customer Identification Requirements

Broker is responsible for obtaining minimum identification information from all Borrowers as specified by TCF in writing from time to time. For each Borrower, Broker will obtain, at a minimum, the Borrower's name, date of birth, address, and identification number (social security number or taxpayer identification number). Broker will also confirm, through the Mortgage Loan Applications, whether each Borrower is a U.S. citizen, resident alien, or non-resident alien. Broker confirms that all identifying information about the Borrowers provided in the Mortgage Loan Applications submitted to TCF is accurate to the best of the Broker's knowledge.



## TCF Broker Origination Guide

Information is subject to change without notice.  
Updates may be sent to you periodically.

## SECTION 4 – Record Maintenance and Availability

Broker must maintain records of all Origination Services and Mortgage Loan Applications submitted to TCF for a period not less than that required by the Applicable Requirements. Such records must include copies of all documentation submitted to TCF for approval and included in a Loan Package.

Broker will allow TCF, or its agent or designee, upon twenty-four (24) hours' notice, and will allow representatives of the Office of the Comptroller of the Currency or the Consumer Financial Protection Bureau anytime with or without advance notice, to inspect and copy all records of Broker pertaining to any Origination Services performed for TCF or any Loan Package.

## SECTION 5 – REPRESENTATIONS, WARRANTIES, AND COVENANTS

Broker makes the following representations, warranties, and covenants (as applicable) as of the date of the Program Documents, and remakes them as of the date that the Origination Services are provided. All representations, warranties, and covenants survive any particular Closing Date, the payment in full or foreclosure of any Mortgage Loan, the modification of the terms of any Mortgage Loan, the sale by TCF of any Mortgage Loan to another party, or any termination of the Broker Agreement between the parties or this Origination Guide for any reason. TCF's knowledge of the breach by Broker of any such representation, warranty, or covenant will not constitute a waiver thereof, nor otherwise affect its ability to enforce its rights or remedies under the Program Documents. Broker hereby represents, warrants, and covenants as follows:

### 5.1.0 General

#### 5.1.1 As to Broker

- a. Authority; No Conflicts or Violations. Broker has taken all necessary action to authorize the execution, delivery, and performance of the Program Documents. Broker's execution, delivery, and performance of the Program Documents will not conflict with or result in a breach of any terms, conditions, or provisions of the Applicable Requirements or Broker's articles of incorporation, charter, by-laws, partnership agreement, or other organizational document; nor will such execution, delivery, and performance impair the ability of TCF to realize on a Mortgage Loan. Broker's participation in the Origination Program is in the ordinary course of Broker's business.
- b. No Litigation Pending. There is no action, suit, proceeding, arbitration, inquiry, review, audit, or investigation pending or, to the best of Broker's knowledge threatened, against Broker that, either in any one instance or in the aggregate, may result in any material adverse change in Broker's business, operations, financial condition, properties, or in any Broker material liability; or which would draw into question any Program Document's validity or enforceability, or that of any Mortgage Loan, Mortgage Loan document, or any action taken or to be taken in connection with Broker's obligations contemplated in any of the Program Documents, or which would be likely to materially impair Broker's ability to perform under any Program Documents' terms.
- c. Compliance with Business and Property Laws. Broker has complied, and will comply, with any law, ordinance, requirement, regulation, rule, or order applicable to its business or properties, the violation of which might adversely impact Broker's operations or financial conditions or the Broker's ability to consummate the transactions contemplated in the Origination Program.
- d. True and Correct. To Broker's knowledge, no statement, report, information, or document furnished or to be furnished by Broker pursuant to the Origination Program or Broker's application to obtain or maintain Approved Status contains any untrue statement of fact or omits to state a fact necessary to make the statements or information contained therein not misleading.



## TCF Broker Origination Guide

Doc # 654 – 02-01-18 Page 5 of 10

Information is subject to change without notice.  
Updates may be sent to you periodically.

- e. Adverse Selection. Broker has not and will not use any adverse selection procedures in selecting which applications for Mortgage Loans to submit to TCF from among the residential mortgage loan applications that are available to submit to TCF.
- f. D/B/A Names. Broker has no fictitious name or “doing-business-as” names except those that are disclosed to TCF in writing.

**5.2.0 As to Each Mortgage Loan**

- a. No Untrue Statements. All of the statements and information contained in any Loan Package or otherwise submitted to TCF in connection with any Mortgage Loan Application are complete and accurate, and do not contain any untrue statement or information or omit to state a fact necessary in order to make such statements or information not misleading or fraudulent.
- b. No Fraud or Misrepresentation. There has been no fraud or misrepresentation by any party in the origination of the loan. Broker will notify TCF if it has knowledge of, or suspects, that a Borrower has engaged in or intends to engage in any fraud or misrepresentation in connection with any Mortgage Loan Application.
- c. Genuine Signatures. All documents submitted to TCF in each Loan Package are genuine, and all signatures and initials on such documents are authorized and genuine.
- d. Prohibited Practices. Without limitation, Broker has not engaged and will not engage in any of the following practices with respect to the Origination Services:
  - (1) Encouraging a Borrower to default on an existing loan in connection with the refinance of all or part of the existing loan;
  - (2) Financing single premium credit life, disability or unemployment insurance products with the proceeds of the Mortgage Loan;
  - (3) Refinancing a special subsidized mortgage. A “special subsidized mortgage” means a residential mortgage loan that is originated or subsidized by or through a state, local, or tribal government or nonprofit organization and that in some circumstances does not have to be completely repaid or requires only partial payments be made. Examples include, but are not limited to, a mortgage granted by organizations such as Habitat for Humanity or a local housing authority;
  - (4) Making payment to a home improvement contractor from the proceeds of the Mortgage Loan other than by a check made payable either to the Borrower, or jointly to the Borrower and the home improvement contractor, or through an independent third party escrow agent; or
  - (5) Allowing or requiring payment of Mortgage Loan payments in advance from the loan proceeds.  
  
 Broker acknowledges that TCF National Bank is a national bank subject to the regulatory supervision of the Office of the Comptroller of the Currency (OCC). As to all Mortgage Loans, Broker shall be in material compliance with the standards set forth in Part III of the OCC’s Guidelines Establishing Standards for Residential Mortgage Lending Practices, OCC 2005-3 as become effective April 8, 2005.
  - (6) Flipping a Mortgage Loan. “Flipping a Mortgage Loan” means making a Mortgage Loan to a borrower that refinances an existing Mortgage Loan when the new loan does not have a reasonable tangible net benefit to the borrower considering all the circumstances, including, but not limited to, the terms of both the new and the refinanced loans, the cost of the new Mortgage Loan, and the borrower’s circumstances.
- e. Responsible Lending. Broker has used and will use its best efforts to ensure that each loan offered to a



**TCF Broker Origination Guide**

Borrower is consistent with his or her needs, objectives and financial situation. Timely, sufficient and accurate information has been provided to Borrowers concerning each Mortgage Loan's terms, costs, risks and benefits. Compensation to Broker's employees and loan originators for each Mortgage Loan has been structured to avoid incentive to treat Borrowers in a discriminatory or unfair manner, or to originate a loan with predatory or abusive characteristics.

- f. State and Local High Cost Loans. No loan is considered a "high-cost," "covered," "high-risk," "predatory," or any other similar designation under any State or local law in effect at the time of the closing of the Mortgage Loan if the law imposes greater restrictions or additional legal liability for residential mortgage loans with high interest rates, points, and/or fees. No person, with the intent to avoid the application or evade the provisions of such law, divided a loan transaction into separate parts (by creating a concurrent subordinate lien or otherwise) or performed any other subterfuge.
- g. Real Estate Appraisals
- (1) If Broker orders the appraisal in connection with a Mortgage Loan, and even if Broker does not order the appraisal, to the best of Broker's knowledge: (a) each appraisal complies with all Applicable Requirements, including, without limitation, all appraisal requirements imposed by or pursuant to the Financial Institutions Reform, Recovery and Enforcement Act of 1989 ("FIRREA"), as amended from time to time; (b) each appraisal is made by an appraiser who meets all of the following requirements: (i) is either a licensed or certified appraiser, by the state, as required for the particular appraisal; (ii) is in good standing with the applicable state appraisal licensing agency; (iii) is independent of TCF, Broker, and Broker's affiliates and subsidiaries, and is not involved in the Mortgage Loan transaction in any way except as the appraiser; (iv) does not have any present or prospective direct or indirect interest, financial or otherwise, in the Mortgaged Property; (v) has no personal bias, or interest with respect to any of the parties involved in the transaction relating to the appraisal, including but not limited to Broker or Broker's directors, officers, employees, or agents; (vi) made a personal inspection of the Mortgaged Property; (vii) was not assigned the appraisal based on any required or expected minimum or specific valuation of the appraised property, and whose compensation was not based upon reporting a predetermined value of the appraised property or any other information contingent upon some event which, at the time of the appraisal, had not occurred; and (viii) demonstrates sufficient experience and education in the appraisal of properties similar to the subject property.
- (2) In all cases, regardless of whether or not Broker orders the appraisal, Broker has not influenced or attempted to influence the development reporting, result, or review of an appraisal through coercion, extortion, collusion, compensation, inducement, intimidation, bribery, or in any other manner.
- h. Compliance with Applicable Requirements. Broker has complied with all Applicable Requirements in connection with its participation in each Mortgage Loan. The Mortgage Loan complies with all Applicable Requirements insofar as they are applicable to Broker's participation in the Mortgage Loan.
- i. Mortgage Loan Characteristics. Broker has no adverse information or documentation concerning Borrower or the Mortgaged Property that Broker has not communicated in writing to TCF. To the best of Broker's knowledge, no circumstance or condition involving the Mortgage Loan, the Mortgaged Property, or the Borrower's credit standing exists that would: (1) adversely impact the value of the Mortgaged Property or the validity of the lien position of the applicable Mortgage Loan; (2) cause the Mortgage Loan to become delinquent; or (3) adversely impact the Mortgage Loan's value or enforceability.
- j. Prearranged Agreements Prohibited. In connection with a Mortgage Loan Application offered to TCF, Broker has not taken an application on behalf of another lender (nor is Broker aware of such an application) from the same Borrower for the same property, the purpose of which would be to refinance the Mortgage Loan.



## TCF Broker Origination Guide

Doc # 654 – 02-01-18 Page 7 of 10

Information is subject to change without notice.  
Updates may be sent to you periodically.

- k. No Advances. Broker has not advanced funds, or induced, solicited, or knowingly received any advance of funds by a party other than the Mortgagor, directly or indirectly, for the payment of any amount required under the Mortgage Loan. Borrower has not made any down payment required in connection with the Mortgage Loan, and has received no concession from Broker, the Mortgaged Property seller, or any other third party not disclosed to TCF in writing in advance of the transaction.
- l. Language. Broker understands that all documents and disclosures provided by TCF to Borrowers in connection with Mortgage Loans will be in English only. Broker therefore will conduct all transactions and negotiations with Borrowers in connection with Mortgage Loans only in English.

### 5.3.0 Additional Covenants

- a. No Solicitation of TCF Borrowers. Within one year following the origination of any Mortgage Loan, Broker will not, directly or indirectly solicit, and will use its best efforts to prevent any Broker affiliates from directly or indirectly soliciting, by means of direct mail, electronic, telephonic, personal solicitation or otherwise, any Borrower for purpose of pre-payment or refinance or modification of any Mortgage Loan originated by Broker for TCF. It is understood and agreed that promotions undertaken by Broker or any Broker affiliate which are directed to the general public at large, including mass mailings based on commercially acquired mailing lists, newspaper, radio, and television advertisements and unsolicited calls made by customers to Broker or its affiliate, shall not constitute a violation of the preceding sentence. If Broker violates the provisions of this section, in addition to any other remedies TCF may have, Broker must reimburse TCF for all Broker Compensation in connection with any affected Mortgage Loan.
- b. Trade Names; Confidentiality
  - (1) Broker will not use or appropriate in any manner any of TCF's trademarks, trade names, or service marks without a duly granted license from TCF or TCF's written permission.
  - (2) As a result of its relationship with TCF and participation in the Origination Program, Broker will learn or have access to various trade secrets, confidential and propriety methods, techniques processes, applications, approaches, pricing and other information of TCF in various forms, which information is used or is useful in the conduct of TCF's business, including TCF's origination, purchase, sale, and servicing of mortgage products (all such information is collectively referred to as "Confidential Information"). Without limitation, any non-public information concerning any Borrower contained in any Loan Package shall be considered TCF's "Confidential Information." Broker acknowledges that such Confidential Information is the exclusive property of TCF.
  - (3) Broker will not, at any time, regardless of if, when, and how its relationship with TCF may terminate, directly or indirectly use, disclose, publish, reveal, copy, disseminate, or otherwise make available such Confidential Information, except to the extent required by applicable law or legal process.
  - (4) Except as otherwise required by applicable law or legal process, Broker will keep all communications between Broker and TCF confidential.

## SECTION 6 – EVENTS OF DEFAULT

The occurrence of any of the following events will constitute a default by Broker under the terms of the Program Documents ("Event of Default").

- a. Representations; Warranties; Covenants. Any material breach by Broker of any of its representations, warranties, or covenants in the Program Documents.
- b. Fraud; Misrepresentation. Broker misrepresents or misleads any Person about TCF's obligations under the Program Documents; misrepresents the relationship between TCF and Broker; engages in or aids or abets another in fraudulent or deceptive practices; is negligent in conducting its responsibilities under the Program Documents.



### TCF Broker Origination Guide

Doc # 654 – 02-01-18 Page 8 of 10

Information is subject to change without notice.  
Updates may be sent to you periodically.



- c. Legal or Regulatory Action. Broker is placed on probation or a federal or state government agency restricts Broker's activities in any manner; a court finds that Broker or any of Broker's principal officers have committed an act constituting civil fraud; or Broker or an officer thereof is convicted of any criminal act that relates to lending or Mortgage Loan origination or servicing activities; or Broker or any of its employees is placed on any debarment, limited denial of participation, exclusionary, or similar list of any state or federal government agency or government sponsored enterprise.

TCF will be under no obligation to notify Broker of the occurrence of any Event of Default.

## SECTION 7 – REMEDIES

### 7.1.0 General

Broker will indemnify, defend, and hold TCF, its officers, directors, shareholders, affiliates and their respective successors and assigns, harmless from and against any and all liability, claims, losses, costs, expenses, penalties, fines, forfeits, judgments and damages, including reasonable attorneys' fees and expenses (including allocated costs of in-house counsel) arising out of or in connection with: (i) any act or omission of Broker or any employee or agent of Broker; (ii) any Event of Default, including without limitation any failure of Broker to comply with any Applicable Requirement; and (iii) Broker's failure to perform any of its other obligations under any Program Document.

### 7.2.0 Other Remedies

- a. Pending Applications. TCF is not required to consummate any Mortgage Loan following an Event of Default unless TCF has committed to the Borrower in writing to consummate the loan. TCF is not required to pay any Broker Compensation for any Mortgage Loan for which the Funding Date is after the date on which the Event of Default occurred.
- b. Purchase in the Event of Default. Upon the occurrence of breach of the Mortgage Loan representations and warranties in Section 5.2.0, and receipt of TCF's written demand, Broker agrees to purchase any affected Mortgage Loans from TCF within 30 days of receiving TCF's written demand. The purchase price in such case will be an amount equal to the outstanding principal balance and accrued interest on the Mortgage Loan as of the date of purchase. Upon receipt by TCF of Broker's funds for the purchase of a Mortgage Loan, TCF will release to Broker the related Mortgage Loan files and will execute and deliver to Broker such instruments of transfer, in each case without recourse, as is necessary to vest in Broker or its designee title to the Mortgage Loan. Broker will assume the cost of recordation of assignments and other costs of transfer of any Mortgage Loan that it purchases under this section. No modification by TCF of the terms of any Mortgage Loan, nor the payment in full or foreclosure of the Mortgage Loan, will release Broker of its obligations under this section. In the event there is no loan to purchase or TCF determines in its discretion that purchase of a Mortgage Loan is not appropriate, Broker will indemnify TCF for all losses, costs, and expenses in accordance with Section 7.1.0.
- TCF is not required to demand the purchase of a Mortgage Loan within any particular time, and may elect not to require immediate purchase of a Mortgage Loan. However, any delay in making a demand to purchase a Mortgage Loan does not constitute a waiver by TCF of any of its rights or remedies.
- c. Notification of Regulators. TCF may notify any relevant regulator of the occurrence of an Event of Default involving fraud or misrepresentations.

### 7.3.0 Survival

This section will survive the termination of the Program Documents for any reason.

## SECTION 8 – DEFINITIONS



### TCF Broker Origination Guide

Information is subject to change without notice.  
Updates may be sent to you periodically.

Certain words and phrases are defined in the Broker Agreement. In addition to such definitions, the following words and phrases will have, whenever capitalized, the following meanings:

- a. "Applicable Requirements" means all of the following: (i) all contractual obligations of Broker; (ii) all Eligibility Criteria; (iii) all applicable federal, state and local statutes, rules, regulations and ordinances, including without limitation laws prohibiting lending discrimination and unfair, deceptive, or abusive practices; (iv) all other applicable requirements and guidelines of each governmental and quasi-governmental agency, board, commission, instrumentality, and other governmental body or office having jurisdiction over Broker (including, without limitation, licensing and registration requirements); (v) all other applicable judicial and administrative judgments, orders, stipulations, awards, writs, and injunctions to which Broker is subject; and (vi) reasonable and customary mortgage origination practices of prudent mortgage loan originators.
- b. "Approved Status" means Broker has met and is maintaining all of the Eligibility Criteria for approval set by TCF.
- c. "Approved Location" means those Broker places of business from which TCF has agreed that Broker may perform Origination Services. TCF and Broker may agree to add Approved Locations at any time. TCF may delete an Approved Location upon notice to Broker
- d. "Borrower" means the Person or Persons applying for or obligated on a Mortgage Loan.
- e. "Broker" means a Person who participates in the Origination Program by providing Origination Services for TCF in connection with Mortgage Loans.
- f. "Broker Compensation" means all fees and other compensation, however denominated, that Broker receives from TCF in connection with the Origination Services.
- g. "Closing Date" means the day on which the Borrower fully executes documents obligating him or her to the terms of the Mortgage Loan.
- h. "Eligibility Criteria" means the requirements that a Person wishing to become a Broker must meet and, once a Person has been granted Approved Status, must maintain. TCF may change such requirements from time to time in its discretion upon notice to Broker.
- i. "Funding Date" means the day on which funds are disbursed to the Borrower.
- j. "Loan Package" means the contents of the file delivered by Broker to TCF in connection with each Mortgage Loan Application. The Loan Package must contain all the documents enumerated by TCF and any additional documents required to be added to the Loan Package pursuant to any Program Document or upon TCF's reasonable request.
- k. "Mortgage Loan" means a mortgage loan creating a lien on a Borrower's residential property originated by TCF as a result of Origination Services provided by Broker to TCF.
- l. "Mortgage Loan Application" means the application for a Mortgage Loan made by a Borrower and submitted to Broker, together with any and all documents, instruments, and materials submitted by the Borrower in connection with such an application.
- m. "Mortgaged Property" means the property pledged as security for the debt evidenced by a Mortgage Loan.
- n. "Person" means as applicable any individual, partnership, joint venture, corporation, limited liability company, trust, unincorporated organization, government, or other entity.
- o. "Program Documents" means the Broker Agreement between the parties, this Origination Guide, any TCF procedures and delivery process guidelines, and any amendments to the foregoing, notice of which have been given to Broker.



## TCF Broker Origination Guide

Doc # 654 – 02-01-18 Page 10 of 10

Information is subject to change without notice.  
Updates may be sent to you periodically.