



WHOLESALE BUSINESS PARTNER APPLICATION

Instructions

This checklist is to be used to guide and confirm all items required to submit a complete lending application to Stronghill Capital, LLC ("Stronghill Capital"). Email the completed application and the required documents listed below to your Account Executive.

Company Name: _____

Account Executive: _____

Required Documents for Wholesale Business Submitted Applications:

- Fully Completed Business Partner Application
- Broker Agreement
- Compensation Agreement
- Company Resolution
- IRS Form W-9
- Compliance Addendum
- Anti-Money Laundering Certification
- AIR Addendum
- Resumes of Principal Officers and Owners

BUSINESS PARTNER APPLICATION

GENERAL INFORMATION

Legal Name: _____

All DBAs (if applicable): _____

Mailing Street Address: _____

City: _____

State: _____

County: _____

Zip Code: _____

Company Phone: _____

Company Fax: _____

Company Email: _____

Company Website: _____

If Subsidiary, Name of Parent Company: _____

Parent Company Mailing Street Address (Please, no P.O. Box): _____

City: _____

State: _____

Zip Code: _____

Company's Tax I.D. #: _____

Company's NMLS Identification Number: _____ OR FDIC/NCUA#: _____

CONTACT INFORMATION AND AUTHORIZED OFFICERS

List the names of ALL companies and individuals with an ownership interest in your Company. The total ownership percentage (%) must equal 100%. Please attach an additional sheet if necessary					<i>*Required to be listed on the Resolution</i>
Name	Email	Phone	Title	%	Authorized Officer?
*Primary Contact					

BUSINESS PARTNER APPLICATION

USER ACCESS LIST

Please list all staff you would like to have access to our website.

NAME	NMLS#	SYSTEM ROLE	PHONE NUMBER	EMAIL ADDRESS

VOLUME

	<u>Annual Production</u>	<u>Current Year</u>	<u>Previous Year</u>
Conventional	_____ %	\$ _____	\$ _____
Jumbo Conforming	_____ %	\$ _____	\$ _____
Non-QM	_____ %	\$ _____	\$ _____
FHA	_____ %	\$ _____	\$ _____
VA	_____ %	\$ _____	\$ _____
USDA	_____ %	\$ _____	\$ _____
Purchase	_____ %	\$ _____	\$ _____
Refinance	_____ %	\$ _____	\$ _____

All production numbers are from January 1, _____ until _____ of current year.

BUSINESS PARTNER APPLICATION

GENERAL QUESTIONS

If you answer **YES** to any of the following questions, please provide a detailed explanation and copies of all relevant documents. **Yes No**

- Has your company ever been named a defendant in a lawsuit or been involved in any criminal proceedings or litigation in the past 7 years? Please include the existence of any State, Federal, or IRS liens.
- Has any principal or officer ever been named as defendant in a lawsuit or been involved in any criminal proceedings or litigation in the past 7 years? Please include the existence of any State, Federal, or IRS liens.
- Has any principal or officer ever been convicted of a crime?
- Has your company or any principal or officer, ever filed for protection from creditors under any provision of the bankruptcy code within the past seven years?
- Has your company or any principal or officer, ever had a real estate or other professional license suspended or revoked or received any other disciplinary action from a regulatory agency?
- Has any lender enforced, or attempted to enforce, the Hold Harmless or Repurchase clause of its correspondent or broker agreement with your company or any principal or officer in the past 12 months?
- Has any investor requested the repurchase a of mortgage or requested an indemnity in the last twenty-four months?
- Has your company ever had a Mortgage Insurance Master Policy cancelled or suspended for any reason?
- Has your company ever had unfavorable findings with regard to mortgage operations included in any audit examination or report by FHA, VA, FNMA, FHLMC, or any regulatory, supervisory, or investigating agency?
- Has any owner, partner, officer, or director of your company ever been affiliated with any company/business that was suspended by FHA, VA, FNMA, or FHLMC?
- Has there been a change in your company ownership, board of directors, or senior management in the past 12 months?
- Are there any affiliate relationships between your company or individuals in your company and any third parties who are engaged in real estate lending or are real-estate service providers, i.e., contract processors, appraisers, closing agents, attorneys, surveyors, property inspectors, insurers, lenders, or any other applicable situations?
- Does your company currently have any affiliate relationships, as defined by the Bank Holding Act of 1956, or any affiliate business arrangements (ABA's) whereby any individual or entity has common control or ownership in another company that provides real-estate related services.?

Please list all affiliate relationships and your percentage of ownership below:

Name of Affiliate and Nature of Relationship

Percentage of Ownership/Nature of Control

Name of Affiliate and Nature of Relationship	Percentage of Ownership/Nature of Control

BUSINESS PARTNER APPLICATION

CERTIFICATIONS

Does your company have a process in place to ensure compliance with high cost and anti-predatory lending statutes for all applicable federal, state, and (if necessary) local laws? If no, please provide a detailed explanation under separate cover. Yes No

Has your company implemented and maintained a satisfactory hiring policy/process as required by the Dodd-Frank Act and Fannie Mae, including, without limitation, the following: obtain background check(s) for principal officers (including, but not limited to, a credit report, screening through the mortgage fraud database or investor exclusionary list, and confirmation of business references, etc.). Check all employees involved in the origination of mortgage loans (including management) against all watch and/or exclusionary lists, including, but not limited to, the U.S. General Services Administration (GSA) Excluded Parties List and the HUD Limited Denial of Participation List (LDP) and the Federal Housing Finance Agency (FHFA) Suspended Counterparty Program List. Business Partner will retain and make available any information and/or records regarding any of the above requirements to Stronghill Capital upon request. Yes No

Does your company rent or own commercial office space for your main location, as well as each branch location? If no, please describe your office space arrangements. Yes No

*NOT REQUIRED

*REFERENCES

Provide 2 References:

1. Name: _____

Title of Contact Person: _____

Phone: _____ Email Address: _____

2. Name: _____

Title of Contact Person: _____

Phone: _____ Email Address: _____

I, the undersigned Officer, am authorized to provide this information to Stronghill Capital on behalf of my company. I attest to the truth and accuracy (to the best of my knowledge and belief) of all the information provided to Stronghill Capital, located at 7200 N. MoPac Expressway, Suite 100, Austin, TX 78731.

I hereby authorize Stronghill Capital, in connection with its due diligence investigation to process our application, to secure Business Reports, check references, and such other financial information as shall be reasonably required.

Signature: _____ Date: _____

Print Name: _____ Title: _____

(Must be Senior Officer of Company)

BROKER AGREEMENT

This Broker Agreement ("Agreement") is entered into as of the ____ day of _____, 20__, by and between Stronghill Capital, LLC ("Stronghill Capital") and _____ ("Mortgage Broker") (collectively, "the Parties"). The Agreement is entered into with reference to the following facts:

- A. Mortgage Broker is engaged in the business of soliciting residential mortgage loan applications and related documentation from the general public for submission to mortgage banking entities for funding consideration. Among other activities, as part of this business, Mortgage Broker negotiates the terms and conditions of residential mortgage loans on behalf of mortgage loan applicants.
- B. Stronghill Capital, LLC accepts residential loan application packages and related documentation submitted by mortgage brokers for funding consideration.
- C. The Parties desire to establish a non-exclusive relationship whereby, in accordance with the terms of the Agreement, Mortgage Broker will from time to time, and in its sole discretion and in its agency capacity for its loan applicants ("Borrowers"), submit residential loan application packages and related documentation, in compliance with Stronghill Capital's program requirements and loan origination policies and procedures ("Application Packages"), to Stronghill Capital for funding consideration.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Definitions.

"Agreement" means this Broker Agreement, by and between Stronghill Capital and Mortgage Broker, and all of the documents governing the relationship between the Parties. This Agreement may be amended or modified from time to time in Stronghill Capital's sole and absolute discretion as set forth below.

"Application Package(s)" shall mean the documentation necessary for Stronghill Capital to determine a Borrower's eligibility for a residential mortgage loan to be funded by Stronghill Capital (each, a "Loan"), which shall include, but not be limited to, a mortgage loan application and verifications of income, liabilities, and net worth, all of which shall be in compliance with the Underwriting Guidelines set forth in the Lender Requirements.

"Stronghill", "Stronghill Capital", or "Lender" means Stronghill Capital, LLC.

"Lender Requirements" means (i) qualification requirements, in place presently or as may be required in the future, for Mortgage Broker to become a Stronghill Capital Approved Broker, including subsequent periodic evaluations thereof; (ii) Guidelines for Loan Origination Services to be provided by Mortgage Broker; (iii) Mortgage Broker compensation; (iv) Code of Conduct; and (v) Wholesale Guide.

"Underwriting Guidelines" means, with respect to each Application Package, the underwriting guidelines of Stronghill Capital as set forth in the Wholesale Guide, in effect on the date an Application Package is submitted to Stronghill Capital by Mortgage Broker for funding consideration.

2. Loan Submission.

2.1 Upon execution hereof by the Parties, Stronghill Capital authorizes Mortgage Broker to submit Application Packages to Stronghill based on current Underwriting Guidelines and pricing information then in effect. Mortgage Broker agrees to submit Application Packages to Stronghill Capital that are taken by Mortgage Broker in compliance with applicable state and federal laws and in accordance with the Underwriting Guidelines then in effect.

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2.2 Stronghill Capital will make available to Mortgage Broker the current Approval Requirements, as outlined in the Wholesale Guide, which may be withdrawn or modified at any time by Lender in its sole discretion. Mortgage Broker agrees that the most current version of the Approval Requirements as of the date an Application Package is submitted will be applicable. Mortgage Broker acknowledges and agrees that the Approval Requirements are intended solely to facilitate the receipt and processing of Application Packages for underwriting and loan processing by Stronghill Capital and that compliance by Mortgage Broker with the Approval Requirements does not obligate Stronghill Capital to accept or underwrite any Application Package submitted by Mortgage Broker under any circumstances or conditions.

2.3 Mortgage Broker agrees and covenants that, as to each Borrower for whom an Application Package is submitted to Stronghill Capital, Mortgage Broker, if so required by applicable law: (i) has agreed in writing with Borrower to act as Borrower's authorized agent to negotiate a Loan, including the payment of appropriate compensation, if any; and (ii) will provide Lender a copy of the written agreement between Mortgage Broker and Borrower that states the compensation to be from Borrower to Mortgage Broker. Lender may deem Mortgage Broker to be acting in such agency capacity for Borrower for all purposes of the transactions contemplated by the Agreement.

2.4 Upon receipt of a completed Application Package from Mortgage Broker, Stronghill Capital, in its sole discretion, may underwrite and approve/deny such Application Package on the basis of Stronghill Capital's then current Approval Requirements and secondary market standards. Nothing in the Agreement constitutes a representation or commitment by Stronghill Capital that it will extend credit to any Borrower; and Lender's determination as to the creditworthiness of any Borrower, including the terms and conditions of a Loan, will be final and conclusive. Without limiting the foregoing, Stronghill Capital has the right, in its sole discretion, to approve the terms proposed in an Application Package for a Loan, including the creditworthiness of Borrower and the adequacy of the security for a Loan. Mortgage Broker shall not represent to any person, including Borrower, that Lender has approved or will approve an Application Package, or that Lender has issued or will issue a binding commitment to fund a Loan. All information contained in an Application Package will be subject to Stronghill Capital's independent verification. Stronghill Capital's independent verification (or lack thereof) of any Application Package will not reduce, waive, or otherwise modify any of the rights or remedies provided hereunder. All information and documentation to be utilized in connection with such Application Packages and Loans, including loan applications, requests for deposit verifications, state and federal consumer disclosures, promissory notes, security documents, and deeds of trust and mortgages, shall be on forms approved by Stronghill Capital, in conformance with all applicable state and federal laws and regulations, the Approval Requirements, and the Agreement.

2.5 If Stronghill Capital, in its sole discretion, approves an Application Package; Stronghill Capital may issue an approval letter setting forth the conditions upon which Lender will fund the subject Loan, along with the expiration date of the approval (the "Approval Letter"). Stronghill Capital has no obligation to fund a loan prior to fulfillment of all funding conditions contained in, or after expiration of, the Approval Letter.

2.6 Stronghill Capital will not be obligated to fund any Loan that does not, in Stronghill Capital's sole discretion, comply with the current Agreement or any exhibits thereto, the related Approval Letter, or Stronghill Capital's Approval Requirements.

2.7 All Loans will close in Stronghill Capital's name with funds provided by Stronghill Capital. At the time of the closing of the Loan, Mortgage Broker agrees to assign to Lender all of Mortgage Broker's rights, title, and interest in and to the subject Loan, the Application Package, and all materials relating to the Loan, of whatever nature or kind.

3. Loan Origination Services and Compensation.

3.1 Mortgage Broker will, at Mortgage Broker's sole cost and expense, prepare, process, and submit Application Packages to Stronghill Capital for funding consideration and facilitate the closing of Application Packages approved for funding by Lender. Mortgage Broker services and facilities will include, but will not be limited to, those services and facilities required by Stronghill Capital's Approval Requirements, as amended from time to time, at the sole discretion of Stronghill Capital. The specified loan origination services and facilities performed by Mortgage Broker pursuant to this Section 3.1 will be referred to in the Agreement as the "Loan Services." Without limiting the generality of the foregoing, Mortgage Broker shall perform the following Loan Services, or any equivalent or similar service as may be required by Stronghill Capital from time to time during the term of this Agreement:

BROKER AGREEMENT

- a) Taking information from the prospective Borrower and completing the loan application;
- b) Analyzing the prospective Borrower's income and debt and prequalifying the prospective Borrower to determine the maximum mortgage that the prospective Borrower can afford;
- c) Educating the prospective Borrower on the home buying and financing process, advising the prospective Borrower about the different types of loan products available, and demonstrating how closing costs and monthly payments could vary with each loan product;
- d) Collecting financial information (tax returns, bank statements, etc..) and other related documents that are part of the application process;
- e) Initiating/ordering VOE (verifications of employment) and VODs (verifications of deposit);
- f) Initiating/ordering requests for mortgage and other loan verifications;
- g) Initiating/ordering appraisals;
- h) Initiating/ordering inspections or engineering reports;
- i) Providing disclosures (truth in lending, loan estimate, and other disclosures) to the prospective Borrower;
- j) Assisting the prospective Borrower in understanding and clearing credit problems;
- k) Maintaining regular contact with the prospective Borrower, Realtors, and Lender throughout the loan process to apprise them of the status of the application and gather any additional information as needed;
- l) Ordering legal documents;
- m) Determining whether the property is located in a flood zone or ordering such service; and
- n) Participating in the loan closing.

3.2 Stronghill Capital may pay Mortgage Broker, pursuant to the terms outlined in the Broker Compensation Agreement and disbursed at the time of the funding of a Loan by the settlement agent, compensation for the Loan Services performed by Mortgage Broker at the percentage rate periodically agreed to by the Parties. All compensation paid by Stronghill Capital to Mortgage Broker, and all compensation paid by Mortgage Broker to its loan originators, shall comply with the Loan Originator Compensation Rule, as set forth in Regulation Z at 12 CFR 1026.36 and the Official Staff Commentary to Regulation Z, and in all Bulletins, Small Entity Compliance Guides, responses to Frequently Asked Questions, and/or Advisory Interpretations or Orders that have or may be published by the Consumer Financial Protection Bureau or any other federal or state regulatory agency from time to time during the term of this Agreement. All compensation paid by Lender to Mortgage Broker for its provision of the Loan Services will reflect the fair market value of the Loan Services in the market area in which Mortgage Broker performed the same. Mortgage Broker shall disclose to the Borrower its compensation, and the cost of any bona fide and reasonable third-party charge, if any, charged to Borrower, in accordance with all other applicable consumer disclosure and other legal requirements. No compensation may be received by Mortgage Broker from Borrower in connection with any Loan for which Mortgage Broker received any compensation from Stronghill Capital.

3.3 Alternatively, Mortgage Broker may negotiate and receive from Borrower, payable at the time of the closing of a Loan, compensation for its services that is typical and customary in Mortgage Broker's market area for that particular loan type. All compensation paid to Mortgage Broker by a Borrower, and all compensation then paid by Mortgage Broker to its loan originators, shall comply with the Loan Originator Compensation Rule, as set forth in Regulation Z at 12 CFR 1026.36 and the Official Staff Commentary to Regulation Z, and in all Bulletins, Small Entity Compliance Guides, responses to Frequently Asked Questions, and/or any Advisory Interpretations or Orders that have or may be published by the Consumer Financial Protection Bureau or any other federal or state agency from time to time during the term of the Agreement. Mortgage Broker shall disclose its compensation, and the cost of any bona fide and reasonable third-party charge, if any, charged to Borrower on the Loan Estimate pursuant to TRID, in accordance with all other applicable consumer disclosure and other legal requirements or, via a Good Faith Estimate, on a non-TRID transaction. No compensation will be paid by Stronghill Capital to Mortgage Broker in connection with any Loan for which Mortgage Broker received any compensation from Borrower.

3.4 THE PARTIES AGREE THAT ANY FEE OTHER THAN THE COMPENSATION DESCRIBED IN SECTION 3 OF THE AGREEMENT IS SUBJECT SOLELY TO THE CONTRACTUAL TERMS AND CONDITIONS AGREED TO BETWEEN A BORROWER AND MORTGAGE BROKER, AND SUCH MORTGAGE BROKER FEE IS NOT A CONDITION OR A REQUIREMENT BY STRONGHILL CAPITAL, LLC. IN ORDER TO ACCEPT OR ORIGINATE AN APPLICATION PACKAGE.

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4. Mortgage Broker Representations, Warranties, and Covenants.

Mortgage Broker represents, warrants, and covenants to Stronghill Capital, on behalf of itself and its officers, directors, employees, representatives and agents, that, to the best of Mortgage Broker's knowledge, information, and belief and after diligent inquiry as of (a) the date and time any Application Package is submitted to Lender, (b) the date and time a Loan is funded and closed, (c) throughout the time such Loan remains outstanding, and (d) any other date and time as indicated or as the context of the Agreement may require, as follows:

4.1 Due Organization, Existence, and Good Standing. If a corporation, partnership, or other entity other than a natural person, Mortgage Broker: (i) is and shall remain duly organized and a validly existing entity in good standing in the jurisdiction under whose laws Mortgage Broker is formed; and (ii) is and shall be duly qualified to conduct its business in each jurisdiction in which such qualification is required.

4.2 All Licenses and Authorizations. Mortgage Broker, has, and shall maintain, all licenses necessary to carry on its business as now being conducted, including all licenses necessary to conduct the mortgage brokerage/lending business (if applicable) contemplated by the Agreement. Unless otherwise exempt, Mortgage Broker is licensed, registered, qualified, and in good standing in each state in which: (i) real property securing repayment of a Loan is located; and (ii) the laws of such state require licensing, registration, or qualification in order to engage in mortgage loan origination. Mortgage Broker covenants to maintain all licenses, registrations, and qualifications current and in good standing, and to keep itself, and those of its employees, agents, or representatives engaged in residential mortgage loan origination, licensed, registered, and qualified with all applicable regulatory and supervisory agencies during the term of the Agreement. Mortgage Broker covenants to adhere to and comply with any state or federal record retention requirements. Mortgage Broker further covenants to notify Stronghill Capital immediately upon the suspension, revocation, expiration, or other termination of any licenses, registrations, or qualifications of it or its loan originators, or of the taking of any formal or informal administrative or judicial action by any regulatory or supervisory agency against Mortgage Broker or its loan originators that could adversely affect Mortgage Broker licenses, registrations, and qualifications.

4.3 Authority and Capacity; Consent; Enforceability of Agreement. Mortgage Broker has the full power, authority, and capacity to enter into this Agreement; and this Agreement has been duly authorized, executed, and delivered by Mortgage Broker and constitutes a valid and binding obligation of Mortgage Broker, including its officers, directors, employees, representatives, and agents, enforceable in accordance with its terms. No consent, approval, authorization, or order of any court or governmental agency or body is required for the execution, delivery, and performance by Mortgage Broker of, or compliance by Mortgage Broker with, the Agreement or the consummation of the transactions contemplated by the Agreement or, if required, such consent approval or authorization has been obtained. Mortgage Broker's compliance with the terms and conditions of the Agreement will not violate any provisions of its charter documents, if any; any instrument relating to the conduct of its business; or any other agreement, law, or regulation to which it may be a party or under which it may be governed.

4.4 Absence of Claims. Except as previously disclosed by Mortgage Broker to Stronghill Capital in a writing attached to the Agreement as Exhibit B, there is not pending or, to Mortgage Broker's knowledge, threatened any suit, action, arbitration, or legal, administrative, or other proceeding or investigation, including an allegation of fraud by another lender, against Mortgage Broker or its current or former officers, directors, shareholders, employees, representatives, and/or agents that would prevent the execution, delivery, and performance by Mortgage Broker of its obligations under the Agreement or that could have a material adverse effect upon Mortgage Broker's business, assets, financial condition, or reputation, or upon any Application Package submitted for funding by Stronghill Capital.

4.5 Disclosure and Validity of Information. To the best of Mortgage Broker's knowledge, information, and belief and after diligent inquiry, Mortgage Broker shall make prompt, timely, full, accurate, and truthful disclosure to Stronghill Capital of all facts, information, and documentation that Mortgage Broker knows, suspects, or has notice of that could affect, or has affected, the eligibility, validity, collectability, collateral value, security, or enforceability of any Application Package submitted by Mortgage Broker for funding consideration by Stronghill Capital. All information set forth in mortgage application(s) prepared by Mortgage Broker for submission to Stronghill Capital included in an Application Package, including all written attachments thereto, is and shall be true, correct, currently valid, and genuine. Mortgage Broker is not aware of any errors, omission, misrepresentation, negligence, fraud, or similar occurrence with respect to an Application Package or a Loan has taken place on the part of any person or entity, including, without limitation, Mortgage Broker and its officers, directors, employees, representatives, and agents, Borrower, any appraiser, any builder or developer, or any person involved in the preparation

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and/or submission of an Application Package to Stronghill Capital or the origination of a Loan.

4.6 Control of Documents. Mortgage Broker shall maintain direct and indirect possession and control of all credit, income, or deposit verification documentation submitted to Lender with respect to any Application Package or Loan.

4.7 Ownership. Unless advance written consent is given by Stronghill Capital to Mortgage Broker to the contrary, Mortgage Broker shall have no direct or indirect interest (including, but not limited to, any ownership interest) in any real property related in any manner with a Loan or in any property pledged as security for a Loan, or an affiliation or relationship with any person or entity having a financial interest in a Loan, an Application Package, or a Loan transaction. Other than the compensation described in Section 3 of the Agreement, Mortgage Broker has not received any other form of financial remuneration or benefit, direct or indirect, from any person or entity relating to a Loan transaction.

4.8 Compliance with Laws. In connection with its solicitation, processing, and submission of an Application Package pursuant to this Agreement, Mortgage Broker, for itself and on behalf of every other person or entity involved in the Loan transaction, covenants and agrees that it and they will comply fully and in a timely manner with all applicable state and federal consumer protection and disclosure laws, including, but not limited to, the following: (i) the Truth-in-Lending Act, and Regulation Z; (ii) the Equal Credit Opportunity Act, and Regulation B; (iii) the Home Mortgage Disclosure Act, and Regulation C; (iv) the Real Estate Settlement Procedures Act, and Regulation X; (v) the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 (vi) the Gramm-Leach-Bliley Act, and Regulation P; (vii) the SAFE Mortgage Licensing Act, and Regulation G; (viii) the Mortgage Acts and Practices-Advertising Act, and Regulation N; (ix) the Federal Fair Housing Act, and similar state and federal nondiscrimination housing laws and regulations; (x) the TIL-RESPA Integrated Disclosures (TRID) rules; and (xi) all other federal and state laws, rules, and regulations as they relate to fair lending, consumer credit disclosures and notices, broker related notices and disclosures, privacy rights, and record retention requirements. At all times Mortgage Broker represents and warrants, for it, and every other person or entity involved in the Loan transaction, that it and they shall be in compliance with Stronghill Capital's fair lending policy and any amendments thereto. Mortgage Broker covenants and warrants to provide compliance training pertaining to all aforesaid laws, regulations, and rules, and any amendments thereto, on a continuing basis throughout the term of the Agreement, including compliance with the Lender Requirements. Mortgage Broker is in full compliance with all real estate mortgage lending or other regulatory or supervisory agencies having jurisdiction over Mortgage Broker's activities to the extent necessary to ensure the enforceability of the Loans.

4.9 Fees. The nature, character, and amount of any fee charged or received by Mortgage Broker and payable by Borrower in connection with an Application Package or a Loan will be determined solely by direct negotiations between Mortgage Broker and Borrower. The total fees to be received by Mortgage Broker shall be separately itemized, fully disclosed, explained, and agreed to in writing by Borrower, reasonably related to the value of the services rendered, and will represent a reasonable and customary fee in the market area in which those services were performed.

4.10 Compensation Only on Closed Loans. If Stronghill Capital does not fund and close, for any reason whatsoever, a Loan submitted by Mortgage Broker, or a loan is closed or funded and then rescinded, Stronghill Capital has no obligation to pay Mortgage Broker for the performance of the Loan Services or any sum owed to Mortgage Broker by Borrower arising out of a Loan, nor shall Lender have any obligation to pay Mortgage Broker compensation for any sum in connection with the Application Package.

4.11 No Kickbacks. There is no agreement between Mortgage Broker and any other person or entity for the payment of any referral fee, rebate, bonus, kickback, or other payment; and no payment of such referral fee, rebate, bonus, kickback, or other payment has been or will be made to any person, including, but not limited to, the Borrower and/or Mortgage Broker.

4.12 Services to Borrower. If applicable law so requires, Mortgage Broker is acting as the authorized agent of Borrower with respect to the submission of an Application Package and the negotiation of a Loan and has entered into a contract with Borrower authorizing Mortgage Broker to act in such agency capacity for Borrower concerning the transactions contemplated by the

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Agreement. Mortgage Broker has observed and shall observe and fully discharge any applicable duties owed by Mortgage Broker to Borrower under law with respect to each Borrower and related Application Package that is submitted by Mortgage Broker to Stronghill Capital for funding consideration pursuant to this Agreement. Without limiting the foregoing, whenever obligations are required by such duty, law, or Stronghill Capital guidelines and/or agreements, Mortgage Broker, including its officers, directors, employees, representatives, and agents, has provided to Borrower any and all requisite disclosures, including, but not limited to, those pertaining to Mortgage Broker compensation and has obtained any and all requisite agreements and authorizations. All services performed by Mortgage Broker were performed to the full satisfaction of Borrower by Mortgage Broker and in accordance with the legal, prudent, accepted, and customary standards in the mortgage lending industry. Mortgage Broker is not aware of any dispute or claim by any Borrower that all such services were not fully and satisfactorily performed. No Borrower has any claim or defense against Mortgage Broker, and its officers, directors, employees, representatives, and agents, by reason of any act or omission of Mortgage Broker, and its officers, directors, employees, representatives, and agents, arising out of or related in any manner to an Application Package, a Loan, or a Loan transaction.

4.13 Corrections. Mortgage Broker shall, upon request by Stronghill Capital, take all actions necessary, in a timely and an accurate manner, to obtain corrections to any and all Loan documents, as may be appropriate, and to otherwise assist Stronghill Capital in remedying any matter not in compliance with applicable law, regulations, or Stronghill Capital's Lender Requirements, including, without limitation, assisting Stronghill Capital in obtaining recorded documentation relating to a Loan and title policies from closing agents.

4.14 Use of Approved Vendors. Mortgage Broker has not and shall not utilize any real estate appraiser, credit reporting agency, or other settlement service providers or vendors in connection with an Application Package that do not comply in all respects with all applicable state and federal laws and such standards as may be set forth in the Lender Requirements.

4.15 Credit Life Insurance. Mortgage Broker may not sell, or offer to sell, credit life insurance to Borrowers without prior disclosure of such sale, or offer to sale, to Stronghill Capital and proper disclosure of the same to Borrower.

4.16 Appraisals. Mortgage Broker shall order its appraisals through Lender's approved Appraisal Management Companies pursuant to the instructions listed on Lender's website (or other location) and shall comply with all applicable federal and state laws, regulations, and rules regarding appraiser and valuation independence.

4.17 Current Version of the Broker Agreement and Lender Requirements. The Agreement is subject to change, from time to time, at Stronghill Capital's sole discretion. Broker is responsible for reviewing any changes. Mortgage Broker has access to the most recent version of the Agreement and the Lender Requirements, as provided by Stronghill Capital, and has strictly complied with all requirements set forth therein. Without limiting the foregoing, Mortgage Broker agrees with, and consents to, all terms and conditions set forth in the current version of the Agreement. By submitting an Application Package to Stronghill Capital, Mortgage Broker agrees to comply in all respects with all amendments and modifications set forth to the Agreement and the Lender Requirements, including any amendments delivered to Mortgage Broker pursuant to the terms of Section 14.4.

4.18 Anti-Money Laundering. Mortgage Broker has established and implemented a written Anti-Money Laundering ("AML") program that is reasonably designed to prevent Mortgage Broker from being used to facilitate money laundering or the financing of terrorism. Mortgage Broker represents and warrants that its AML program, at a minimum: (i) incorporates policies and procedures and internal controls for complying with the Bank Secrecy Act ("BSA"); (ii) designates a qualified compliance officer responsible for ensuring that the AML program is implemented effectively, and includes regular and ongoing monitoring of Mortgage Broker's employees and agents to ensure compliance with that program; (iii) provides for ongoing AML training of Mortgage Broker's employees and agents; (iv) provides for independent testing of Mortgage Broker's AML program to determine compliance by its employees and agents; and (v) implements risk-based procedures for conducting ongoing customer due diligence. In addition, Mortgage Broker represents and warrants that it has implemented policies and procedures to ensure that Suspicious Activity Reports ("SAR's") are filed electronically, and in a timely manner, in connection with Loan transactions of \$5,000 or more if Broker knows, or has reason to suspect, that the transaction: (a) involves funds derived from illegal activity; (b) is designed to evade the BSA or Mortgage Broker's AML program; (c) has no apparent business or lawful purpose; or (d) is intended to facilitate criminal activity;

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4.19 Compliance Management System. Mortgage Broker certifies that it maintains an effective quality control program and Compliance Management System ("CMS") designed to prevent violations of federal consumer financial law and associated consumer harm. Mortgage Broker shall make available, upon the request of Stronghill Capital: (a) copies of Mortgage Broker's written policies, procedures, internal controls, and training materials relative to Mortgage Broker's employees and/or agents who have consumer contact and/or any consumer compliance responsibilities in connection with residential mortgage loan origination; and, (b) permit Stronghill Capital access, during normal business hours, to the offices of Mortgage Broker in order that Stronghill Capital may make appropriate on-site reviews as maybe necessary to confirm the propriety and effectiveness of Mortgage Broker's CMS, including an examination of Mortgage Broker's internal controls and procedures that are designed to protect against a violation of federal consumer financial law and associated consumer harm. Mortgage Broker agrees to report to Stronghill Capital within three (3) days: (a) any consumer complaint that in any way involves any of the services contemplated by the Agreement or an Application Package submitted to Stronghill Capital for funding consideration; (b) any consumer complaint which involves federal consumer financial law, whether or not related to the services contemplated by the Agreement; (c) any legal or regulatory action that alleges a violation of federal consumer financial law; and/or, (d) any changes in senior management. It is expressly understood and agreed that the terms of this Section 4.19 are a material condition and inducement to Stronghill Capital to enter into this Agreement. Mortgage Broker expressly understand and agrees that any failure of Mortgage Broker to fully perform, in whole or in part, any of the terms of this Section constitutes a material breach of the Agreement and is grounds for its immediate termination.

4.20 Tax Reporting Requirements. Section 6050H of the United States Internal Revenue Code, and regulations promulgated thereunder (collectively, the "Reporting Requirements"), require an information return using Form 1098 to be made to the United State Internal Revenue Service, and a statement to be furnished to the Payer of Record (as defined in the Reporting Requirements), in connection with each loan transaction. Each loan Mortgage Broker designates Stronghill Capital Inc. as the "Reporting Person" (as defined in the Reporting Requirements) with respect to the transaction as permitted by the applicable provision of the Internal Revenue Code.

5. Mortgage Broker's Indemnification

Mortgage Broker hereby agrees to indemnify and hold Stronghill Capital, and its officers, directors, employees, shareholders, representatives, successors, assigns, agents, and affiliates (collectively, the "Indemnitees"), harmless from and against, and shall reimburse the Indemnitees with respect to, any and all losses, damages, demands, claims, liabilities, costs, and expenses, including reasonable attorneys' fees, whether or not a lawsuit is filed (collectively, "Losses"), of any nature or cause whatsoever, incurred by reason of or arising out of or in connection with, (a) any investigation undertaken by Lender with respect to any document included as part of an Application Package; (b) Mortgage Broker's breach of any representation, warranty, or covenant contained in the Agreement; (c) Mortgage Broker's failure to perform any of its obligations under the Agreement; or (d) any claim by a Borrower resulting from Stronghill Capital's failure or refusal to fund a Loan. Mortgage Broker's obligation to fully indemnify the Indemnitees under the Agreement shall not be affected by Stronghill Capital taking any of the following actions with or without notice to Mortgage Broker: (i) liquidation, repayment retirement, or sale or resale of any Loan; (ii) foreclosure of any Loan; or (iii) sale or resale of any real or personal property securing any Loan. For the purposes of this Agreement, including this Section 5, Mortgage Broker specifically covenants, represents, and warrants that the knowledge and actions of Mortgage Broker's officers, directors, employees, representatives, and agents shall be imputed to, and be deemed the actions of, Mortgage Broker.

6. Privacy.

Each of the Parties shall comply in all respects with their respective state and federal obligations concerning the privacy of Borrower data in their possession. Without limiting the foregoing, each of the Parties shall comply in all respects with the requirements of Title V of the Gramm-Leach-Bliley Act and the Federal Trade Commission's implementing regulations, including, without limitation, the Federal Trade Commission's Safeguards Rule.

7. Non-Solicitation / Early Payoff/Early Payment Default.

7.1 Non-Solicitation. Without the prior written consent of Lender, for a period of thirty-six (36) months from the date of funding of any Application Package, Mortgage Broker hereby agrees that it will not take any action or permit or cause any action to be taken by any of its officers, directors, employees, representatives, and/or agents, or by any independent contractors or settlement service providers of

BROKER AGREEMENT

any nature or kind, to personally, by telephone, mail, or any other medium, solicit a Borrower or any mortgagor under any Loan for any purpose whatsoever, including, without limitation, to refinance such Loan, in whole or in part. This Section shall not apply to solicitations to the public at large, such as television or newspaper advertisements.

7.2 Early Payoff. Stronghill Capital may demand that Mortgage Broker reimburse Stronghill Capital for the amount paid by Stronghill Capital to Mortgage Broker for any Loan submitted by Mortgage Broker that results in an early payoff. Within thirty (30) days of receipt of Stronghill Capital's notice, Mortgage Broker shall pay to Stronghill Capital the amount set forth in Stronghill Capital's notice to Mortgage Broker. An early payoff period is defined as a period of 180 days from funding.

8. Disclosure of Information; Confidentiality.

Mortgage Broker shall not sell or otherwise transfer any list of Borrowers to whom Stronghill Capital has made a Loan hereunder without the prior written consent of Stronghill Capital and shall comply with all state and federal privacy regulations. Mortgage Broker agrees that information concerning Stronghill Capital's business (including that of all corporate affiliates) is "Confidential Information" and proprietary and shall be maintained in confidence and not disclosed, used, duplicated, published, disseminated, or otherwise made available, except as described in this Section. Confidential Information includes, without limitation, pricing sheets, lists of, or other information relating to and identified with customers, former or prospective customers or Borrowers, trade secrets, confidential and proprietary methods, techniques, processes, applications, approaches, and other information of Stronghill Capital in various forms, which information is used or is useful in the conduct of Stronghill Capital's business, including Stronghill Capital's origination, purchase, and sale of mortgage products and the subject matter of the Agreement. Mortgage Broker may use Confidential Information of Stronghill Capital only in connection with performance under the Agreement. Except as described in the Agreement, the Parties shall not copy Confidential Information or disclose Confidential Information to persons who do not need Confidential Information in order to perform under the Agreement. Mortgage Broker shall maintain the confidentiality of and protect Stronghill Capital's Confidential Information in accordance with all relevant state and federal laws, regulations, rules, and guidelines, including, but not limited to, the GLBA, the FCRA, and all applicable regulations related thereto. Mortgage Broker, on behalf of itself and its officers, employees, agents, successors, and assigns, understands and agrees to implement, utilize, and maintain reasonable administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of Confidential Information from unauthorized access, destruction, use, modification, or disclosure, and agrees that it will not retain copies of any such information and that it will not use or disclose such Confidential Information to its commercial advantage or in any other manner, except in the performance of the Agreement. Confidential Information shall be returned to Stronghill Capital upon termination of the Agreement. Confidential Information does not include information that is generally known or available to the public or that is not treated as confidential by the Party claiming such information to be confidential; provided, however, that this exception shall not apply to any publicly available information to the extent that the disclosure or sharing of the information by one or both Parties is subject to any limitation, restriction, consent, or notification requirement under any applicable federal or state information privacy law or regulation then in effect. If Mortgage Broker is requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, or other judicial, governmental, or administrative process) to disclose any Confidential Information, Mortgage Broker will provide Stronghill Capital with prompt written notice thereof so that Stronghill Capital may seek an appropriate protective order or waive, in such instance, compliance with the applicable provisions of the Agreement. If, failing the entry of a protective order or the receipt of a waiver hereunder, Mortgage Broker, in the opinion of its counsel, is compelled to disclose Confidential Information, Mortgage Broker may disclose that portion of the Confidential Information that its counsel advises it in writing that it is compelled to disclose. Mortgage Broker expressly consents to the entry of a protective order with regard to this confidentiality provision, it being understood that mere money damages would be insufficient in the event of a breach of this Section 8. The Parties agree that such breach, whether threatened or actual, will give Stronghill Capital the right to obtain equitable relief (i.e., obtain an injunction to restrain such disclosure or use without the requirement of posting a bond), and pursue all other remedies Stronghill Capital may have at law or in equity. The Parties agree that this Section 8 shall survive the termination of the Agreement.

9. Cost and Expenses.

Mortgage Broker shall, during and after the term of the Agreement, be responsible for and shall promptly pay in full all costs and expenses directly or indirectly incurred in performing its duties hereunder. Except as specifically set forth in the Agreement, Mortgage Broker has no right to reimbursement of any such costs or expenses from Stronghill Capital.

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10. Termination of Agreement.

The Termination Agreement may be terminated by either Party, with or without cause, upon ten (10) days written notice to the other. Termination of the Agreement will not affect the Parties' respective obligations with respect to Application Packages submitted by Mortgage Broker to Stronghill Capital and to Loans funded by Stronghill Capital prior to the effective date of the termination of the Agreement. Termination of the Agreement will not extinguish Mortgage Broker's obligations to Stronghill Capital as provided in the Agreement. Upon Stronghill Capital's termination of the Agreement due to Mortgage Broker's breach of a representation or warranty contained herein, or upon Stronghill Capital's discovery of fraud, Stronghill Capital may, in its sole discretion, elect to fund any other Application Package submitted by Mortgage Broker that has not yet closed, but shall be under no obligation to do so.

11. Mandatory Binding Arbitration. The intent of the Parties to the Agreement is that any and every dispute by and between them, including, without limitation, any dispute arising out of or relating to the Agreement or the breach, termination, enforcement, interpretation, or validity thereof, be resolved by the mandatory binding arbitration. This includes, but is not limited to, the determination of the scope or applicability of the Agreement to arbitrate. The arbitration will be conducted before a sole arbitrator in accordance with the laws of the State of Texas for agreements made in and to be performed in Texas. The arbitration shall be administered by the American Arbitration Association ("AAA") pursuant to its Commercial Arbitration Rules and Mediation Procedures. Arbitration initiated by Mortgage Broker against Lender shall be conducted in the County of Travis, Texas. Arbitration initiated by Lender against Mortgage Broker shall be conducted in the state and county in which Mortgage Broker's main office is located, or in the nearest state and/or county thereto in which AAA maintains a permanent office. Judgment on any award may be entered in any court having jurisdiction. The provisions of this Section 11 may be enforced by any court having jurisdiction; and the Party seeking enforcement will be entitled to an award of all costs, fees, and expenses, including attorneys' fees, to be paid by the Party against whom enforcement is ordered.

12. Status of Mortgage Broker as Independent Contractor.

Lender and Mortgage Broker acknowledge and agree, and Mortgage Broker covenants, warrants, and represents to Stronghill Capital, that Mortgage Broker is an independent contractor. Nothing in the Agreement is intended, nor shall anything in the Agreement be construed, to make or deem Mortgage Broker a joint venture, partner, representative employee, or agent of Stronghill Capital; and Mortgage Broker is expressly prohibited from holding itself out as such, nor shall Mortgage Broker hold itself out at any time as the representative of Stronghill Capital in any area, state, or jurisdiction in which Stronghill Capital conducts its business. Mortgage Broker is expressly prohibited from using Stronghill Capital's name in any advertising.

13. Corporate Documents; Licenses; Authorities.

In connection with Mortgage Broker's representations and warranties as set forth in Sections 4.1, 4.2, and 4.3, prior to execution of the Agreement, Mortgage Broker shall have delivered to Stronghill Capital, as applicable:

13.1 a current certificate of its jurisdiction of incorporation to the effect that Mortgage Broker is a corporation or other entity validly existing and in good standing under the laws of such jurisdiction;

13.2 a certificate of the duly authorized secretary or assistant secretary of Mortgage Broker attaching: (i) evidence of such corporate action or authorization as is necessary to approve of the Agreement and the authorization of the officers of Mortgage Broker to sign the Agreement; and (ii) specimen signatures of the officers of Mortgage Broker authorized to sign the Agreement;

13.3 a copy, certified as true by the secretary or assistant secretary of Mortgage Broker, of the charter and the by-laws or operating agreement of Mortgage Broker; and

13.4 all other documents, instruments, and writings required to be delivered by Mortgage Broker pursuant to the Agreement, including, but not limited to, copies of all licenses issued by any relevant governmental authority and those documents set forth in Sections 4.1 and 4.2 of the Agreement.

If requested by Stronghill Capital, Mortgage Broker shall annually hereafter, within 120 days of Mortgage Broker's fiscal year-end, also deliver to Stronghill Capital all corporate documents referenced in Section 4 reflecting all transactions and changes occurring in the prior fiscal year. Mortgage Broker shall further deliver to Stronghill Capital, upon request, such financial information concerning Mortgage Broker as Stronghill Capital may require from time to time, including, without limitation, the balance sheets of Mortgage Broker, and related statements of income, changes in stockholder equity, and cash flows.

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14. Miscellaneous.

14.1 Right to Offset. Amounts owed by Mortgage Broker to Stronghill Capital under the Agreement may, at Stronghill Capital's option and at its sole discretion, be offset by Stronghill Capital against any payments then or thereafter owed by Stronghill Capital to Mortgage Broker.

14.2 Books and Records. Mortgage Broker shall maintain and retain accurate books and records with respect to all Application Packages for the time period required by applicable law or as may be required by Stronghill Capital. Stronghill Capital and its agents or representatives have the right to inspect Mortgage Broker books and records during regular business hours and upon reasonable notice in order to confirm the accuracy of information supplied by Mortgage Broker to Stronghill Capital with respect to any Application Packages and the Agreement and to confirm Mortgage Broker's compliance with the Agreement.

14.3 Notices. All notices required hereunder shall be in writing, delivered to the last known addresses of the Parties, as may amended from time to time by written notice, and shall be deemed to have been given, made, and received only: (a) upon personal delivery to a Party; (b) one (1) business day after the date of deposit if delivered by a nationally recognized courier service offering guaranteed overnight delivery; or (c) five (5) business days after deposit in the United States first class mail, certified mail, postage prepaid, return receipt requested.

14.4 Electronic Delivery and Amendment to the Agreement and Lender Requirements. Notwithstanding the requirements of Section 14.3 of the Agreement, the Parties agree that Stronghill Capital may deliver Lender Requirements and/or the current Agreement, and all amendments thereto, by posting a copy of the current version of the Agreement and Lender Requirements and such amendments at a website identified by Lender or by transmitting an electronic version of the Lender Requirements and/or the current version of the Agreement and such amendments to an e-mail address provided by Mortgage Broker.

14.5 Electronic Consent by Lender. Unless an electronic communication specifically contains a statement that the communication is intended as an electronic signature or consent by Stronghill Capital, such communication will not constitute an electronic signature or consent by Stronghill Capital pursuant to the Electronic Signatures in Global and National Commerce Act or comparable state or federal laws or regulations.

14.6 Attorney's Fees. If any legal action or other proceeding is brought for the enforcement of the Agreement, the repurchase of a Loan or Loans, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of the Agreement, the prevailing Party will be entitled to reasonable attorneys' fees and other costs incurred in that action or proceeding, whether or not a lawsuit is filed, in addition to any other relief to which it or they may be entitled.

14.7 Assignment. Mortgage Broker may not assign the Agreement or its duties herein, and any attempted assignment shall be void. Lender may assign the Agreement and its rights and duties hereunder without the consent of Mortgage Broker.

14.8 Entire Agreement; Amendment. The Agreement, together with all exhibits, the Approval Letters, and the most current version of the Lender Requirements, constitutes the entire understanding and agreement of the Parties hereto with respect to the subject matter hereof; and any other agreements, express or implied, entered into prior to the Agreement are null and void and of no force or effect. Lender may amend the terms of the Agreement by delivering to Mortgage Broker an amended Agreement in accordance with Section 14.3 or Section 14.4 of the Agreement. Such amendment(s) will constitute the current version of the Agreement and be deemed accepted and incorporated into the Agreement if Mortgage Broker submits an Application Package to Stronghill Capital Inc. subsequent to the date that the amended Agreement is delivered to Mortgage Broker. Mortgage Broker may not supplement, modify, or amend the Agreement unless such supplement, modification, or amendment is agreed to in writing by an authorized representative of Stronghill Capital Inc.

14.9 Waivers or Remedies. Stronghill Capital's failure or delay to audit any Loan prior to funding and closing, or to exercise any right or remedy available under the Agreement or at law or equity, will not act as a waiver of any other right or remedy, nor will any single or partial exercise of any right preclude any other or further exercise thereof. No waiver of any of the provisions of the Agreement shall be deemed, or will constitute, a waiver of any other provisions, whether or not similar, nor will any waiver constitute a continuing waiver. No waiver will be binding unless executed in writing by the Party making the waiver. All remedies shall be cumulative and nonexclusive.

14.10 Partial Invalidity. If any provision of the Agreement is held to be invalid, void, or unenforceable, the remaining

COMPANY RESOLUTION

Resolution of

[Company Name]

Based upon your Company formation, please check one of the boxes below:

- Corporation
- Limited Liability Partnership
- Limited Liability Company
- Partnership
- Sole Proprietorship

At a Meeting or by unanimous written consent of the Board of Directors of the above-named organization held on/dated _____, 20____, the following Resolution was adopted:

BE IT RESOLVED that the individuals listed below are hereby authorized to act on behalf of _____ and he/she/they are hereby expressly authorized to apply to Stronghill Capital for approval as a Business Partner, to enter into contracts, and to execute all documents and instruments necessary to properly effectuate the purpose of obtaining said approval and to transact business with Stronghill Capital

Name

Title

Name

Title

Name

Title

ATTEST

ATTEST

Signature

Signature - Officer of Corporation/LLC/LLP

- Secretary of Corporation or LLP
- Manager of LLC
- Sole Proprietor
- Partner

COMPLIANCE ADDENDUM

With reference to the Agreement to which this Compliance Addendum is attached and required, any loans submitted by the undersigned Mortgage Broker/Originator (“Originator “or “Business Partner”) must be underwritten to Stronghill Capital’s sole satisfaction. All Loans must meet or exceed minimum state and federal compliance requirements, as well as quality control guidelines as prescribed by, as appropriate, the Federal National Mortgage Association and/or the Federal Home Loan Mortgage Corporation, HUD/FHA/VA, and other public and private investors doing business with Stronghill Capital. By signing below, Originator agrees to maintain compliance controls and a quality control system as described below.

- A. Credit reports shall be ordered only from vendors that comply with the Fair Credit Reporting Act, and with HUD/FHA, VA, FNMA, and FHLMC regulations, and all applicable federal and state laws. All credit reports must collect and contain information from at least two (2) national credit repositories and public records. No copy of the credit report is to be released to any person other than Lender or Borrower. Any discussion pertaining to the credit report by Borrower is to be referred to the credit reporting agency.
- B. Appraisals shall be performed only by certified appraisers who are licensed by the applicable state licensing authority and in good standing, Stronghill Capital will, at its sole option, determine the need for a new appraisal, field review, or desk review.
- C. Originator will not collect payment information or otherwise impose any fee, other than reasonable credit report fees, prior to a Borrower’s receipt of a Loan Estimate and a Borrower’s indication of an intent to proceed with the transaction.
- D. Originator certifies that she/he/it has updated its internal controls and trained staff to comply with the new TILA-RESPA Integrated Disclosures (TRID) and rules, which became effective October 3, 2015.
- E. All verifications of employment, deposits, and other assets shall be mailed directly to the verifying entity. No such verifications will be hand carried by an employee of Originator.
- F. Telephone verification of employment, banking relationships, and asset verifications shall be performed on all alternative and reduced documentation Loans. The Loan file shall contain the contact name, telephone number, contact date, and specific data collected in each such telephone verification contact.
- G. All appropriate Loan disclosures shall be provided to Borrower by the Originator within three (3) business days from the date of Loan application. This includes, but is not limited to, the Loan Estimate, all Fair Lending notices, and other disclosures as required by state and federal law.
- H. All copies of documentation furnished by Borrower are to be stamped as a certified copy of the original document.
- I. Upon Stronghill Capital’s decision to approve or deny any Loan, the applicant(s) will receive written notice of such disposition.
- J. Business Partner is responsible for establishing a Quality Control and Compliance Policy that ensures compliance with the GSE's, secondary market investors, and state and federal requirements. Stronghill Capital may request a copy of the Policy at any time, and Business Partner must provide a copy of the Policy for review.
- K. Business Partner is responsible for establishing a Red Flags / Identity Theft Prevention Program to detect, prevent, and mitigate identity theft in connection with mortgage loans. Any Red Flags discovered with respect to any Loan submitted to Stronghill Capital shall be reported to Stronghill Capital immediately.

By signing below, Business Partner accepts and agrees to the terms, duties, warranties, and representations contained in this Addendum.

Signature: _____

Date: _____

Print Name: _____

Title: _____

ANTI-MONEY LAUNDERING CERTIFICATION

_____ (“Company”) hereby certifies to Stronghill Capital, LLC (“Stronghill Capital”) that Company has met and will meet on an ongoing basis all of the responsibilities and obligations listed below:

RESPONSIBILITIES AND OBLIGATIONS

1. Company has implemented and will maintain a satisfactory Anti-Money Laundering (AML) Program as required by 31 CFR Parts 1010 and 1029, including, without limitation, the following:
 - a. The development and implementation of effective internal policies, procedures, and controls;
 - b. The designation of a qualified compliance officer responsible for managing the AML Program;
 - c. An ongoing AML employee training program;
 - d. An independent audit function to test the AML Program at least annually; and
 - e. Implementation of risk-based procedures for conducting ongoing customer due diligence.
2. Company will perform all obligations under the Anti-Money Laundering laws and regulations, and any amendment thereto, as to (i) verifying and identifying each customer or client of Company, and (ii) monitoring, recordkeeping, reporting, and other obligations regarding transactions and other activity with each customer.
3. To the extent not otherwise addressed above, Company and its agents and affiliates will operate in conformity with all applicable federal and state laws, rules, and regulations in obtaining and/or processing Loans that are ultimately funded or purchased by Stronghill Capital.
4. Company will ensure that it obtains an independent audit by a duly qualified and unrelated party of Company’s compliance with the requirements of the Anti- Money Laundering laws and regulations, including independent testing of such compliance, at least annually.
5. Company will make any information and records regarding any of the above matters available to Stronghill Capital upon request.

CERTIFICATION

The above is certified and verified as accurate by Company as of the date set forth below. Company will ensure the above remains accurate for so long as Company has any dealings with Stronghill Capital and will immediately notify Stronghill Capital in the event that any of the above ceases to be accurate at any time.

“Company”

Signature: _____

Date: _____

Print Name: _____

Title: _____

AIR ADDENDUM

APPRAISER INDEPENDENCE REQUIREMENTS ACKNOWLEDGMENT

In accordance with Fannie Mae and Freddie Mac's Appraiser Independence Requirements (the "Requirements"), all Loans brokered to Stronghill Capital must comply with the provisions set forth in the Requirements.

_____ ("Business Partner") acknowledges that it has adopted Appraiser Independence Requirements (the "Requirements") and has developed and implemented the structure, policies, and procedures required to ensure that all conventional (conforming and non-conforming), single-family (1-4 unit) residential mortgage loans are in compliance with the Requirements, and that all appraisals used for mortgages were obtained in a manner consistent with the Requirements. In addition to the above acknowledgment, Third Party Originator specifically acknowledges adherence to all of the following statements:

- Appraisals were prepared, ordered, and obtained in full compliance with all aspects of the Requirements.
- Neither any member of Third-Party Originator's sales or loan production staff, nor any other member of Third-Party Originator's staff who is likewise prohibited under the Requirements, played any role in selecting, retaining, recommending, or influencing the selection of any appraiser(s).
- Neither any member of Third Party Originator's sales or loan production staff, nor any other member of Third Party Originator's staff who is likewise prohibited under the Requirements, had any substantive communications with an appraiser or a designated and authorized appraisal management company ("AMC") of Third Party Originator relating to or having an impact on valuation, including ordering the appraisal, managing the appraisal assignment, or disputing any aspect of an appraisal.
- No mortgage broker, borrower, property seller, or real estate agent has compensated the appraiser or AMC in any manner.
- Third Party Originator will immediately report any information regarding appraiser misconduct to Stronghill Capital and to appropriate state licensing authorities. "Appraiser misconduct" is defined as a violation of law or Uniform Standards of Professional Appraisal Practice that materially affects the appraised value of the property.

By signing below, Business Partner undertakes and assumes all terms, duties, warranties, and representations contained in this Acknowledgment.

"Business Partner"

Signature: _____

Date: _____

Print Name: _____

Title: _____