# BUSINESS PURPOSE BROKER AGREEMENT CHECKLIST

*01/01/2025 | Legions Capital Inc | 21800 Burbank Blvd Ste 130 Woodland Hills, CA 91367*

## ACCOUNT EXECUTIVE:

| | |
|---|---|
| **Account Executive:** | **Date:** |

## REQUIRED ATTACHMENTS

- ☐ Business Purpose Mortgage Broker Application
- ☐ Master Business Purpose Residential Mortgage Loan Brokerage Agreement
- ☐ Corporate Resolution: If Corporation or Limited Liability Company
- ☐ Background Authorization Form — one per principal
- ☐ W-9
- ☐ Loan Fraud Zero Tolerance Addendum

## ORGANIZATIONAL DOCUMENTS

- ☐ Corp: Articles of Incorporation and By-laws
- ☐ LLC: Articles of Organization and Operating Agreement
- ☐ LP: Certificate of Limited Partnership and Limited Partnership Agreement
- ☐ GP: Formation of Partnership and Partnership Agreement
- ☐ DBA Filings: All DBA filings for subsidiaries and Amendments to Organizational documents, if applicable

# BUSINESS PURPOSE MORTGAGE BROKER APPLICATION

*01/01/2025 | Legions Capital Inc | 21800 Burbank Blvd Ste 130 Woodland Hills, CA 91367*

## Company Information

| | |
|---|---|
| **Business Name:** | |
| **DBA:** | |
| **Address:** | |
| **City, State, Zip:** | |
| **Phone:** | **Fax:** |
| **Email:** | |
| **Website:** | |

**Format of Business:** ☐ Sole Proprietorship ☐ C Corp ☐ S Corp ☐ LLC

| | |
|---|---|
| **Date Company Formed/Incorporated:** | **State:** |
| **County:** | |
| **Company TIN or SSN:** | **Company NMLS ID:** |
| **MER ORG. ID:** | |

## Principals — Must List All; Use Separate Sheet if More Room Needed

| | |
|---|---|
| **Name:** | |
| **Title:** | |
| **SSN:** | |
| **Phone:** | |
| **Email:** | |
| **% Ownership:** | |
| **Name:** | |
| **SSN:** | |
| **Phone:** | |
| **Email:** | |
| **% of Ownership** | |
| **Name:** | |
| **Title:** | |
| **Phone:** | |
| **Email:** | |
| **Email:** | |
| **% of ownership** | |

## Business Purpose Production — Most Recent 12 Months

| | Units | Volume $ |
|---|---|---|
| **DSCR / NON-QM** | | |
| **Fix & Flip / Bridge** | | |
| **Conventional Investment** | | |
| **Commercial** | | |

# BUSINESS PURPOSE MORTGAGE BROKER APPLICATION

*01/01/2025 | Legions Capital Inc | 21800 Burbank Blvd Ste 130 Woodland Hills, CA 91367*

*For questions 1–7, if you answer yes to any, provide on a separate addendum an explanation.*

## Company History

| | Yes | No |
|---|---|---|
| **1.** Has your company ever been suspended from selling or submitting loans to a lender? | ☐ | ☐ |
| **2.** Has your company, and/or principals or corporate officers, ever been named as defendant in a lawsuit for alleged fraud or misrepresentation in connection with any real estate related activity? | ☐ | ☐ |
| **3.** Has your company ever been involved or is currently involved in any litigation? | ☐ | ☐ |
| **4.** Has your company, and/or principals or corporate officers, been named as defendant in a criminal proceeding or complaint/conviction for alleged fraud or misrepresentation? | ☐ | ☐ |
| **5.** Has your company, and/or principals or corporate officers, filed for protection from creditors under any provision of the bankruptcy laws within the past seven years? | ☐ | ☐ |
| **6.** Has your company, and/or principals or corporate officers, ever had a real estate or other professional license suspended, revoked or received any other disciplinary action? | ☐ | ☐ |

For the purpose of inducing lenders to provide financing for customers of the undersigned, I/we certify the above information to be true and correct. The undersigned declares that the foregoing information and all accompanying information are true to the best of his/her knowledge and belief. Legions Capital Inc is hereby authorized to obtain verification of information from any source (including character and credit references) and obtain a personal credit report for each principal in connection with this Third-Party Originator (TPO) application.

| **Broker of Record** | | **Principal / Corporate Officer** | |
|---|---|---|---|
| Signature | | Signature | |
| Date | | Date | |
| Print Name | | Print Name | |
| Title | | Title | |

# PRINCIPAL BACKGROUND AUTHORIZATION

*01/01/2025 | Legions Capital Inc | 21800 Burbank Blvd Ste 130 Woodland Hills, CA 91367*

**Authorization to Obtain Background, Credit, and Criminal History Information**

In connection with the application by Legions Capital Inc to approve the above-named company as an authorized Business Purpose Mortgage Broker, the undersigned principal hereby authorizes Legions Capital Inc and its designated agents, representatives, vendors and affiliates (collectively, "Legions Capital") to obtain and review the following information about the undersigned:

## Principal Information

| | | | |
|---|---|---|---|
| **Full Legal Name (First, Middle, Last):** | | | |
| **Date of Birth (MM/DD/YYYY):** | | **Social Security Number:** | |
| **Current Address:** | | | |
| **City:** | | **State / Zip:** | |
| **Prior Address (if less than 2 years at current address):** | | | |
| **City:** | | **State / Zip:** | |
| **Phone:** | | **Email:** | |
| **Driver's License #:** | | **Issuing State:** | |

**Other Names Used (Maiden, AKA, Former):**

| | |
|---|---|
| **Other Name(s):** | |

## Authorization & Certification

I, the undersigned, hereby certify that the information I have provided above is true, complete and accurate. I understand that any misstatement or omission of information may be grounds for denial of the broker application or termination of the broker relationship.

I authorize Legions Capital Inc, and its agents and service providers, to obtain and review the background, credit, financial, and criminal history information described above. I understand that this authorization will remain in effect for the duration of the broker relationship and may be renewed periodically.

I acknowledge that I have the right to request a copy of any consumer report obtained under this authorization, and I may contact the applicable reporting agency if I wish to dispute any information in such report.

This authorization is given voluntarily in connection with the Business Purpose Mortgage Broker approval process. A photocopy or electronic scan of this authorization shall be as valid as the original.

### Principal 1

Signature

Date

Print Name

Title

# PRINCIPAL BACKGROUND AUTHORIZATION

*01/01/2025 | Legions Capital Inc | 21800 Burbank Blvd Ste 130 Woodland Hills, CA 91367*

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## Principal Information

| | | | |
|---|---|---|---|
| **Full Legal Name (First, Middle, Last):** | | | |
| **Date of Birth (MM/DD/YYYY):** | | **Social Security Number:** | |
| **Current Address:** | | | |
| **City:** | | **State / Zip:** | |
| **Prior Address (if less than 2 years at current address):** | | | |
| **City:** | | **State / Zip:** | |
| **Phone:** | | **Email:** | |
| **Driver's License #:** | | **Issuing State:** | |

**Other Names Used (Maiden, AKA, Former):**

| | |
|---|---|
| **Other Name(s):** | |

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I acknowledge that I have the right to request a copy of any consumer report obtained under this authorization, and I may contact the applicable reporting agency if I wish to dispute any information in such report.

This authorization is given voluntarily in connection with the Business Purpose Mortgage Broker approval process. A photocopy or electronic scan of this authorization shall be as valid as the original.

### Principal 2

Signature

Date

Print Name

Title

# MASTER BUSINESS PURPOSE RESIDENTIAL MORTGAGE LOAN BROKERAGE AGREEMENT

*01/01/2025 | Legions Capital Inc | 21800 Burbank Blvd Ste 130 Woodland Hills, CA 91367*

AGREEMENT

This Master Business Purpose, Residential Mortgage Loan Brokerage Agreement (this "Agreement") is entered into as of this _____ day of _____, 20___ by and between

**_________________________________________________ a ________________________ organized under the laws of ___________________ and with a principal place of business at ___________________________________________________ (the "Broker")**

**and**

*Legions Capital, Inc., a corporation organized under the laws of the state of California and with

*(the "Lender").**

**W I T N E S S E T H:**

WHEREAS, Lender desires, among other things, to fund from time to time first-lien Business Purpose Adjustable Rate Mortgage Loans and Business Purpose Fixed Rate Mortgage Loans (each as defined herein) secured by Mortgaged Properties (as defined herein);

WHEREAS, Broker is in the business of sourcing, originating and processing applications for Business Purpose Adjustable Rate Mortgage Loans and Fixed Rate Mortgage Loans; and

WHEREAS, Lender shall fund certain Business Purpose Adjustable Rate Mortgage Loans and Business Purpose Fixed Rate Mortgage Loans with applications sourced, originated and processed by Broker on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the premises and mutual agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lender and the Broker agree as follows:

AGREEMENT

## ARTICLE I --- DEFINITIONS

### Section 1.01 Defined Terms.

For purposes of this Agreement, the following capitalized terms shall have the respective meanings set forth below.

"Application" or "Application Package" means the Borrower information submission form as set forth from time to time by Lender, and shall also include all additional forms, documents and other information required by Lender from time to time for Lender to use to determine whether to close and fund a Mortgage Loan. "Borrower" shall mean an applicant on an Application or an obligor on the related Mortgage Note, as applicable. "Borrower-Related Party" means, if a Borrower is an individual, any member of the immediate family of such Borrower and any guarantor of the related Mortgage Note and any member of the immediate family of such guarantor; and if Borrower is an entity, any officer, partner, member or employee of such entity and any member of the immediate family of any of the foregoing and any guarantor of the related Mortgage Note and any member of the immediate family of such guarantor. "Business Day" means any day other than a Saturday, Sunday or a day on which banking or savings institutions in Illinois are authorized or obligated by law or executive order to be closed for business with the general public. "Business Purpose" means, with respect to a mortgage loan, including each Mortgage Loan hereunder, the fact that such mortgage loan (a) was or will be obtained by a Borrower for business or commercial purposes and not for personal, family or household purposes, (b) is not subject to the provisions of either the Truth in Lending Act or its implementing Regulation Z, or the Real Estate Settlement Procedures Act or its implementing Regulation X, and (c) is secured by a Mortgaged Property improved by a Residential Dwelling that is not occupied by either a Borrower or a Borrower-Related Party. "Fixed-Rate Mortgage Loan" means a Mortgage

Loan with respect to which the Mortgage Interest Rate set forth in the Mortgage Note is fixed for the term of such Mortgage Loan. "Mixed-Use Property" means an improvement situated on a Mortgaged Property that includes both residential dwellings and commercial offices and/or retail space, as may be further defined by Lender from time to time. "Mortgage Interest Rate" means the annual rate of interest borne on a Mortgage Note from time to time in accordance with the provisions of the Mortgage Note. "Mortgage Loan" means a mortgage loan that (a) is a first-lien Business Purpose mortgage transaction, (b) is secured by a Mortgaged Property, (c) has an original term of thirty (30) years (or such other term as may be in effect from time to time pursuant to the Program Guidelines), (d) the proceeds of which will be used to finance or refinance the purchase of a Residential Dwelling, the sole use of which is or shall be the rental of dwelling units occupied or to be occupied by one or more tenants (none of whom is or will be a Borrower-Related Party), (e) is sold, assigned and transferred to the Lender pursuant to this Agreement and the related Assignment and Conveyance and identified on the related Mortgage Loan Schedule, and (f) includes, without limitation, the Mortgage File, the Monthly Payments, Principal Prepayments, and all other rights, benefits, proceeds and obligations arising from or in connection with such Mortgage Loan. "Mortgage Note" means the original executed promissory note or other evidence of the indebtedness of a Borrower secured by a Mortgage. "Mortgaged Property" means with respect to a Mortgage Loan, the underlying real property that secures or will secure repayment of a Mortgage Note, consisting of a fee simple parcel of real estate or leasehold improved by a Residential Dwelling or a Mixed-Use Property. "Program Guidelines" means Lender's program guidelines, requirements and product profiles, as set forth or revised by the Lender from time to time, relating to the sourcing, originating and processing of Mortgage Loans and the Applications therefor. "Residential Dwelling" means an improvement situated on a Mortgaged Property that is used solely for residential purposes, as may be further defined by Lender from time to time.

AGREEMENT

## ARTICLE II --- ORIGINATING, PROCESSING, UNDERWRITING AND FUNDING OF MORTGAGE LOANS

### Section 2.01 Submitting Applications.

Upon execution of this Agreement, Broker may submit to Lender one or more Application packages for Mortgage Loans to be processed, underwritten, closed and funded by Lender. All Mortgage Loan Application packages submitted to Lender under the terms of this Agreement shall comply with the Program Guidelines for Business Purpose Debt Service Coverage Ratio (DSCR) Mortgage Loans. Broker shall submit to Lender Mortgage Loan Application packages after collecting each of the following from the Borrower(s): (a) name, (b) income; (c) social security number; (d) property address; (e) an estimate of the value of the property; and (f) the mortgage loan amount sought.

### Section 2.02 Program Guidelines.

Broker acknowledges and agrees that, from time to time, Lender may supplement, change, amend or modify the Program Guidelines. All Application Packages submitted by Broker to Lender under the terms of this Agreement must be submitted in accordance with the Program Guidelines then in effect, as provided by Lender to the Broker.

### Section 2.03 Acceptance of Applications.

Lender shall have the right to accept or reject any Mortgage Loan Application in its sole and absolute discretion. In the event of its rejection of a Mortgage Loan Application submitted by Broker, Lender shall have no obligation, responsibility or liability to Broker by virtue of such rejection. Upon acceptance of any Application, Broker does hereby assign, transfer and convey to Lender all of Broker's right, title and interest in and to the Application and any related materials and information. Lender may, in Lender's sole and absolute discretion, perform such verifications and reverifications of appraised value, employment, assets and other such matters relating to an Application as Lender may deem necessary and in accordance with applicable law. After acceptance of an Application, Lender may, to the extent permitted by applicable law, later reject or otherwise refuse to continue to process the Application in its sole and absolute discretion. For the avoidance of doubt, Lender's acceptance of an Application does not create a commitment or obligation by Lender to close or fund a Mortgage Loan. Lender will have no obligation or liability to Broker for any Mortgage Loan that is not closed by Lender or for any delays in the processing or closing of any Applications.

### Section 2.04 Submission of Information.

Broker shall present to Lender for its underwriting review, property and credit information as to the Borrower and Mortgaged Property as set forth in the Program Guidelines or as requested from time to time by Lender. Broker shall use reasonable due diligence to ensure that all information submitted to Lender for processing and underwriting review is complete, true and accurate. Applications shall be underwritten by Lender in accordance with its program specifications, current underwriting policies and applicable law.

### Section 2.05 Application Delivery.

The delivery date as stated in any commitment or rate lock issued by Lender may only be extended by Lender issuing a written amendment to the commitment or rate lock. The delivery of an Application for which a commitment or rate lock has been issued and communicated by Lender to Broker is mandatory, and if Broker does not deliver such an Application to the Lender, the Lender may require that Broker pay and reimburse Lender for any and all losses, expenses and damages incurred by Lender as a result of non-delivery of the Application.

### Section 2.06 Broker Fees.

Broker may impose fees ("Broker Fees") from Borrowers for consultation and other Mortgage Loan-related services ("Broker Services"). Broker Fees may only be imposed in accordance with applicable federal and state laws and regulations. Broker must disclose all Broker Fees as required by applicable law before imposing or collecting such Broker Fees. All Broker Fees shall be collected at closing and disbursed from closing funds if authorized by the Borrower(s). Any dispute regarding a Broker Fee shall be resolved by the Broker and the Borrower(s) without involvement by Lender. The parties understand and acknowledge that the Broker Fees are subject solely to the contractual terms and conditions agreed upon between each Borrower and the Broker, and that the Broker Fees are not a condition or requirement by Lender in order to accept or to underwrite an Application Package.

### Section 2.07 Additional Services.

Broker shall perform the following additional services to the extent requested by Lender: pre-qualifying the prospective Borrowers to determine the maximum loan amount that the prospective Borrowers can afford; advising the Borrower about the different types of loan products available, and demonstrating how closing costs and monthly payments would vary under each product; collecting financial information (e.g., tax returns, bank statements) and other related documents that are part of the application process; initiating/ordering verifications of deposits (VODs) and other applicable verifications; initiating/ordering requests for mortgage and other loan verifications; providing disclosures to prospective Borrowers as required by applicable laws or by Lender; maintaining regular contact with Borrowers and Lender between application and closing to apprise them of the status of the Application and to gather any additional information as needed; analyzing the information provided by Borrowers and confirming that the Borrowers' Applications comply with Lender requirements and applicable laws; and providing such other processing and other services as may be required from time to time by Lender.

### Section 2.08 Communications with Borrowers.

Broker may advertise to the public the availability of various loan programs and Broker services offered under this Agreement, but Broker may not, in any way, directly or indirectly, identify Lender in any such advertising unless (a) required by applicable law, or (b) Lender has, in advance, approved in writing the use of Lender's name and the manner in which Lender's name is used in such advertising, which approval shall not be unreasonably withheld. Broker shall be responsible for ensuring its solicitation activities comply with all laws applicable to Broker and such activities. Broker shall promptly deliver to Borrowers any documents provided by Lender to Broker that are intended for delivery to Borrowers. Broker may not represent that Lender has approved or will approve any Application until Lender informs Broker that it has done so. Broker may not provide any loan commitments, rate locks or other commitments on behalf of Lender. Broker acknowledges that, subject to applicable law, Lender may solicit and/or market any ancillary products or mortgage loan refinance products to Borrower(s) as it deems appropriate without the consent from or involvement of Broker.

## ARTICLE III --- BROKER REPRESENTATIONS AND WARRANTIES

Broker represents, warrants and agrees as of the date of this Agreement, as of each subsequent date that Broker submits an Application, and as of the closing date for the Mortgage Loan related to each Application Broker submits, as follows:

### Section 3.01 Due Organization and Licensing.

Broker is duly organized and existing in good standing under the laws of the state of its formation. Broker has all applicable and required licenses, registrations and approvals required to do business and originate Applications in each state in which it is doing business. Copies of any such licenses, registrations and approvals have been delivered to Lender.

### Section 3.02 Authority.

Broker has all requisite power, authority and capacity to enter into this Agreement and to perform all obligations required of it hereunder. Broker's compliance with any of the terms and conditions contained in this Agreement will not violate any provisions of its documents of organization or any other agreement to which Broker is a party.

### Section 3.03 Compliance with Agreement.

Broker will perform and comply with all requirements in this Agreement.

### Section 3.04 Ordinary Course of Business.

The consummation of the transactions contemplated by this Agreement are in the ordinary course of Broker's business, which is in the business of brokering mortgage loans.

### Section 3.05 Sole Owner.

Broker is the sole owner and holder of each Application it submits to Lender, and Broker has the authority to assign, transfer and convey to Lender each Application.

### Section 3.06 No Prior Sale or Encumbrance.

Broker has not made any prior sale, pledge, assignment or hypothecation of any Application covered by this Agreement, or any portion thereof, to any other person or entity.

### Section 3.07 Compliance with Law.

The Broker will perform the Broker Services in compliance with all applicable law.

### Section 3.08 Mortgage Loan Made For Broker's Account / No Fee Splitting.

The Broker has brokered the Application Package for its own account, and the Broker is not acting as a broker, arranger or conduit for any other broker, originator or lender. The Broker is not, and will not, split or share any fees paid to the Broker by Lender, except for fees that are included in the amount of the loan resulting from the Application Package and that are directly payable to third parties for services rendered in the making of such loan (such as appraisal fees, flood certification fees, etc.) and that are clearly and properly set forth on the settlement statement.

## ARTICLE IV --- APPLICATION REPRESENTATIONS AND WARRANTIES

Broker represents, warrants and agrees as of the date of this Agreement, as of each subsequent date that Broker submits an Application, and as of the closing date for the Mortgage Loan related to each Application Broker submits, as follows:

### Section 4.01 Applications.

Each Application submitted to Lender complies with the terms and conditions of this Agreement, including, without limitation, the Program Guidelines.

### Section 4.02 Documents True and Accurate.

To the best of the Broker's knowledge after exercising reasonable due diligence, all documents or instruments submitted by Broker to Lender in connection with an Application are, in every material respect, valid and genuine, being what on their face they purport to be, and all information (credit or otherwise) submitted in connection with such Application packages is true and accurate. Broker has required each Borrower to promptly update any Application information that becomes inaccurate and to promptly notify Broker and Lender of such inaccuracy.

### Section 4.03 Business Purpose.

The related Borrower has affirmed in writing in the Application Package that (a) the Mortgage Loan that is the subject of the Application is primarily for Business Purposes and not primarily for personal, family or household purposes and (b) the related Mortgaged Property securing the related Mortgage is and will be non-owner occupied. Such Mortgage Loan will not be subject to either the Truth in Lending Act and its implementing Regulation Z, or the Real Estate Settlement Procedures Act and its implementing Regulation X.

### Section 4.04 Application Not Predatory.

The Broker has made a good faith determination that (a) each Application assigned, transferred and conveyed under this Agreement is not originated using any predatory or abusive lending practices, (b) the Mortgage Loan that will result from the Application package will reasonably meet the needs, objectives and financial situation of each Borrower, and (c) is not a "high cost" mortgage loan, "covered" mortgage loan or "predatory" mortgage loan under any federal, state or local law, as defined by applicable predatory and abusive lending laws.

### Section 4.05 First Lien.

Each Application Package is for a Mortgage Loan to be secured by a first lien on the Mortgaged Property.

### Section 4.06 Location and Type of Mortgaged Property.

The related Mortgaged Property is located in the state set forth in the Application.

### Section 4.07 No Bankruptcy.

To the best of Broker's knowledge after exercising reasonable due diligence, no Borrower or guarantor of such Mortgage Loan is insolvent or a debtor in state or federal bankruptcy proceeding.

### Section 4.08 Identity of Borrowers.

Each Borrower under such Mortgage Loan that is not a natural person has submitted the applicable entity documentation in accordance with the Program Guidelines and each Borrower satisfies the requirements of the Program Guidelines.

### Section 4.09 No Fraud.

No fraud with respect to such Mortgage Loan has taken place on the part of the Broker or, to the best of Broker's knowledge after exercising reasonable due diligence, by any Borrower.

### Section 4.10 Servicemembers Civil Relief Act.

No Borrower under such Mortgage Loan has notified the Broker that it is requesting relief under the Servicemembers Civil Relief Act, as amended.

### Section 4.11 No Occupancy by Borrower or Borrower-Related Party.

The Borrower has stated in writing in the Application package that it and any Borrower-Related Party shall not occupy or inhabit any part of the Mortgaged Property or any dwelling located thereon, and the Broker has not waived such prohibition to permit any occupancy or habitation by the Borrower or any Borrower-Related Party.

### Section 4.12 Anti-Money Laundering Diligence.

The Broker has conducted the requisite due diligence in connection with the processing of such Mortgage Loan, including with respect to the legitimacy of (a) the related Borrower, including verification that such Borrower or any guarantor is not the subject of any economic or trade sanctions maintained by the United States and (b) the origin of the assets used by such Borrower to purchase the related Borrower Property. The Broker has delivered to the Lender sufficient information to identify such Borrower for purposes of compliance with all applicable Anti-Money Laundering Laws.

### Section 4.13 No Claims Relating to Services Provided by the Broker to Borrower.

All Broker Services were performed pursuant to accepted and customary industry standards and to the satisfaction of the Borrower in all material respects. Broker is not aware of any dispute or claim by any Borrower that any such Broker services were not fully and satisfactorily performed. No Borrower has any claim or defense against the Broker or its officers, directors, employees, representatives and/or agents, by reason of any act or omission of such persons related in any manner to an Application Package.

### Section 4.14 Updated Information.

The Mortgage Broker has promptly disclosed to the Lender any and all facts, information and documentation that the Mortgage Broker knows, suspects or has notice of that could affect, or has affected, the validity, value, or enforceability of any Application Package submitted by the Broker to the Lender.

AGREEMENT

## ARTICLE V --- LENDER REPRESENTATIONS AND WARRANTIES

Lender represents, warrants and agrees as of the date of this Agreement and as of the closing date for the Mortgage Loan related to each Application Broker submits, as follows:

### Section 5.01 Due Organization and Licensing.

Lender is duly organized and existing in good standing under the laws of the state of its formation. Lender has all applicable and required licenses and registrations required to do business and originate the Mortgage Loans in each state in which it is doing business.

### Section 5.02 Authority.

Lender has all requisite power, authority and capacity to enter into this Agreement and to perform all obligations required of it hereunder. Lender's compliance with any of the terms and conditions contained in this Agreement will not violate any provisions of its documents of organization or any other agreement to which Lender is a party.

## ARTICLE VI --- INDEMNIFICATION

### Section 6.01 Indemnification.

Broker agrees to indemnify and hold Lender and its affiliates and their respective directors, officers, employees, agents and representatives (each, an "Indemnified Party") harmless from, and upon demand will reimburse each Indemnified Party for, any losses, damages, deficiencies, claims, costs, charges, or expenses (including reasonable attorney's fees) incurred by or assessed against an Indemnified Party arising out of or resulting from: any fraud, material misrepresentation or untrue statement by Broker that has a material adverse effect on the Application Package or related Mortgage Loan; or any breach of any representation, warranty, covenant or agreement in this Agreement that has a material adverse effect on the Application Package or related Mortgage Loan.

### Section 6.02 Indemnification Procedures.

The Indemnified Party(ies) seeking indemnification under Section 6.01 shall promptly notify the Broker to provide indemnification (the "Indemnifying Party") if a claim is made by a third party with respect to this Agreement, the Applications or the Mortgage Loans, but failure to so timely notify the Indemnifying Party shall not limit its obligations hereunder unless such failure or delay is materially prejudicial to the Indemnifying Party or the defense of such claim. The Indemnifying Party shall be entitled to participate in and, at its election, assume (with counsel reasonably satisfactory to the Indemnified Party) the defense of any such claim and shall pay all expenses in connection therewith, including reasonable counsel fees, and promptly pay, discharge and satisfy any judgment or decree which may be entered against it or the Indemnified Party in respect of such claim; provided, however, if any security holder of securities backed by Mortgage Loans brings an action against the Lender, the Lender may elect to conduct the defense on its own behalf at the expense of the Indemnifying Party. The Indemnifying Party agrees that it will not enter into any settlement of any such claim without the consent of the Indemnified Party (not to be unreasonably withheld or delayed) unless such settlement includes an unconditional release of the Indemnified Party from all liability that is the subject matter of such claim. Upon the payment in full of any claim hereunder, the Indemnifying Party shall be subrogated to the rights of the Indemnified Party against any Person with respect to the subject matter of such claim. In the event that the Indemnifying Party reimburses the Indemnified Party with respect to any claim and the Indemnified Party subsequently receives reimbursement from another Person with respect to that claim, then the Indemnified Party shall remit such reimbursement from such other Person to the Indemnifying Party within fifteen (15) Business Days of receipt thereof. With respect to any claim subject to indemnification, the parties agree to: (a) keep the other party fully informed of the status of such claim and any related proceedings at all stages thereof, (b) to render (each at its own expense) to each other such assistance as they may reasonably require of each other and to cooperate in good faith with each other in order to ensure the proper and adequate defense of any such claim, and (c) to cooperate in such a manner as to preserve in full (to the extent possible) the confidentiality of all confidential information and the attorney-client and work-product privileges.

### Section 6.03 Limitation on Punitive, Special, and Related Damages.

**EACH OF THE PARTIES TO THE FULLEST EXTENT PERMITTED BY LAW IRREVOCABLY WAIVES ANY RIGHTS THAT THEY MAY HAVE TO PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT (INCLUDING, WITHOUT LIMITATION, LOST PROFITS), EXEMPLARY AND CONSEQUENTIAL DAMAGES IN RESPECT OF ANY CLAIM BASED UPON, ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT OR ANY OTHER AGREEMENT, INSTRUMENT OR DOCUMENT CONTEMPLATED BY THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS OR ACTIONS OF ANY OF THEM RELATING TO ANY SUCH CLAIM.**

AGREEMENT

## ARTICLE VII --- COVENANTS AND TERMINATION

### Section 7.01 Future Efforts.

From time to time prior to and after the origination and funding of Mortgage Loans, Broker agrees to furnish to Lender such information as Broker may possess and as Lender may reasonably request and will execute and deliver such other instruments as Lender may reasonably request.

### Section 7.02 Audits.

Upon receipt of two (2) Business Days advance notice, Broker shall permit any officer, employee or designated representative of Lender, at any reasonable time during regular business hours, to examine and make audits of any of the processes implemented and documents kept by Broker regarding Broker's services hereunder and any Application submitted to Lender pursuant to this Agreement. Broker shall also make its officers, employees or designated representatives reasonably available to Lender and shall reasonably cooperate with Lender in all such examinations, audits and document and record collection activities.

### Section 7.03 Notification of Inquiries.

Broker agrees to promptly notify Lender after the receipt by Broker of any written complaints or written inquiries which relate to the Broker's activities in connection with the sourcing or originating of Applications

(a) from or to any regulatory authority, (b) addressed to Broker or an individual identified as a member of Broker's sales force, or (c) regarding the express allegation of misconduct or negligence of a member of Broker's sales force (each, a "Complaint"). A copy of any such Complaint received shall accompany such notice. Broker agrees to cooperate fully with Lender in the resolution of each Complaint.

### Section 7.04 Licensed Service Providers.

All persons or entities used by the Broker to provide services with respect to the Application package shall have at all relevant times all necessary and required licenses and certifications required by law for the service being provided. Service providers may be reviewed and approved by the Lender or as set forth in the Program Guidelines.

### Section 7.05 Compliance Training.

Broker agrees that it shall maintain an adequate and reasonable regulatory compliance and training program for Broker and its personnel. Broker agrees to provide Lender upon Lender's request evidence of the status of Broker's current regulatory compliance program and procedures.

### Section 7.06 Insurance.

The Broker shall at all times maintain insurance in the amounts and coverages which may be required by Lender and all applicable legal and investor requirements, from time to time.

### Section 7.07 Authorization to Contact Service Providers.

The Broker hereby grants permission and authorizes the Lender to contact any settlement service provider that provided any service for any Application package in order for Lender to verify, confirm the accuracy and completeness of the information or service provided by the settlement service provider. If any consent or other authorization of Broker is needed by Lender in order to obtain any of the foregoing, then such written authorization is hereby provided by this Section and may be relied upon by any such settlement service provider.

### Section 7.08 Termination.

Either party may terminate this Agreement at any time without cause upon thirty (30) days prior written notice to the other party. Further, Lender may terminate this Agreement upon providing notice thereof in the event Broker is in breach of any provision hereof.

## ARTICLE VIII --- MISCELLANEOUS

### Section 8.01 Notices.

Except as otherwise provided for in this Agreement, all demands, notices and communications hereunder shall be in writing and shall be deemed to have been duly given if mailed, by registered or certified mail, return receipt requested, or, if by other means, when received by the other party at the address as follows: (i) if to the Lender: Legions Capital, Inc., 21800 Burbank Blvd Suite 130, Woodland Hills CA 91367, Attention: President; (ii) if to the Broker, at the address set forth in this Agreement or such other address as may hereafter be furnished to the other party by like notice.

### Section 8.02 Severability Clause.

Any part, provision, representation or warranty of this Agreement which is prohibited or unenforceable or is held to be void or unenforceable in any jurisdiction shall be ineffective, as to such jurisdiction, to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability shall not invalidate or render unenforceable such provision in any other jurisdiction.

### Section 8.03 Counterparts.

This Agreement may be executed simultaneously in any number of counterparts. Each counterpart shall be deemed to be an original, and all such counterparts shall constitute one and the same instrument. The parties agree that this Agreement, any documents to be delivered pursuant to this Agreement and any notices hereunder may be transmitted between them by email and/or by facsimile. Delivery of an executed counterpart of a signature page of this Agreement in Portable Document Format (PDF) or by facsimile transmission shall be effective as delivery of a manually executed original counterpart of this Agreement.

### Section 8.04 Governing Law; Jurisdiction; Consent to Service of Process; Venue.

**THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA AND THE OBLIGATIONS, RIGHTS AND REMEDIES OF THE PARTIES HEREUNDER SHALL BE DETERMINED IN ACCORDANCE WITH SUCH LAWS WITHOUT REGARD TO THE CONFLICT OF LAWS PROVISIONS THEREOF.**

With respect to any claim or action arising hereunder, the parties (a) irrevocably submit to the nonexclusive jurisdiction of the courts of the State of California sitting in Los Angeles County and the United States District Court for the Central District of California, and appellate courts from any thereof, and (b) irrevocably waive any objection which such party may have at any time to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement brought in any such court, and irrevocably waive any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

### Section 8.05 Intention of the Parties.

It is the intention of the parties that the Lender is purchasing, and the Broker is selling, the Applications, and that the parties are not utilizing a debt instrument of the Broker or another security. Accordingly, the parties hereto each intend to treat the transaction for federal income tax purposes as a sale by the Broker, and a purchase by the Lender, of the Mortgage Loans.

### Section 8.06 Successors and Assigns.

This Agreement shall bind and inure to the benefit of and be enforceable by the Broker and the Lender and their respective successors and permitted assigns. This Agreement shall not be assigned, pledged or hypothecated by the Lender or the Broker to a third party without the consent of the other party. The Lender may sell certain Mortgage Loans, from time to time, to a subsequent owner. The Broker agrees to reasonably cooperate with the Lender and any such subsequent owner with respect to reasonable requests regarding any such sale, including the preparation, endorsement, delivery, assignment and execution of the related Mortgage Note and Mortgage, all at the Lender’s cost and expense.

### Section 8.07 Waivers.

No term or provision of this Agreement may be waived or modified unless such waiver or modification is in writing and signed by the party against which such waiver or modification is sought to be enforced.

### Section 8.08 Exhibits.

The exhibits to this Agreement, if any, are hereby incorporated and made a part hereof and are an integral part of this Agreement.

### Section 8.09 General Interpretive Principles.

For purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires: the terms defined in this Agreement have the meanings assigned to them in this Agreement and include the plural as well as the singular; accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles; references herein to "Articles" and "Sections," and other subdivisions without reference to a document are to designated Articles and Sections and other subdivisions of this Agreement; the words "herein," "hereof," "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular provision; and the term "include" or "including" shall mean without limitation by reason of enumeration.

### Section 8.10 Reproduction of Documents.

This Agreement and all documents relating thereto may be reproduced by any photographic, photostatic, microfilm, electronic, digital or other similar process. The parties agree that any such reproduction shall be admissible in evidence as the original itself in any judicial or administrative proceeding, whether or not the original is in existence and whether or not such reproduction was made by a party in the regular course of business.

### Section 8.11 Further Agreements.

The Broker and the Lender each agree to execute and deliver to the other such reasonable and appropriate additional documents, instruments or agreements as may be necessary or appropriate to effectuate the purposes of this Agreement.

### Section 8.12 Remedies.

In addition to the rights and remedies set forth herein, the Lender shall also be entitled to any other remedy otherwise available to Lender at law or equity. Lender may also offset any sum due to Lender from Broker against any sums due from Lender to Broker.

### Section 8.13 Relationship of Parties.

Nothing herein contained shall be deemed or construed to create a co-partnership or joint venture between the parties hereto and the services of the Broker shall be rendered as an independent contractor and not as agent for the Lender.

### Section 8.14 Confidentiality.

Each of the Broker and the Lender hereby agrees to fully comply with all applicable laws, rules and regulations governing the confidentiality of any information acquired from or concerning the Borrowers. The Broker further agrees that all information provided pursuant to this Agreement by or on behalf of Lender to the Broker is confidential and proprietary to the Lender, and Broker shall not use or permit the use of any information provided by or on behalf of the Lender for any purpose other than as permitted or required for performance under this Agreement. If Broker becomes aware of any threatened or actual violation of the obligations or restrictions set forth in this Section 8.14, the Broker will promptly notify the Lender thereof and will assist the Lender with its efforts to terminate such access, to curtail such threatened or actual unauthorized use or disclosure, or to recover such information or materials.

### Section 8.15 Waiver of Trial by Jury.

**EACH OF THE BROKER AND THE LENDER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY AND ALL RIGHTS IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH, THIS AGREEMENT, OR ANY OTHER DOCUMENTS AND INSTRUMENTS EXECUTED IN CONNECTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTIONS OF THE COMPANY OR THE LENDER. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE LENDER TO ENTER INTO THIS AGREEMENT.**

### Section 8.16 Amendment.

This Agreement may be amended from time to time by Broker and Lender only by written agreement executed by Broker and Lender.

### Section 8.17 Survival.

Each party agrees that the representations, warranties and agreements made by the Broker herein (including Section 6.01 and Section 6.02) shall survive the delivery and payment of the Broker Fee and the termination of this Agreement for the applicable statute of limitations period.

### Section 8.18 Entire Agreement.

This Agreement constitutes the entire agreement and understanding of the parties with respect to the matters and transactions contemplated by this Agreement and, except to the extent otherwise set forth in writing, supersedes any prior agreement and understandings with respect to those matters and transactions.

AGREEMENT

**IN WITNESS WHEREOF, the Broker and the Lender have caused their**

names to be signed hereto by their respective officers thereunto duly authorized as of the date first above written.

| BROKER | | LEGIONS CAPITAL, INC. (LENDER) | |
|---|---|---|---|
| Signature | | Signature | |
| Date | | Date | |
| Print Name | | Print Name | |
| Title | | Title | |

# CORPORATION RESOLUTION

*01/01/2025 | Legions Capital Inc | 21800 Burbank Blvd Ste 130 Woodland Hills, CA 91367*

WHEREAS, ____________________________________________________________ (the "Company") has determined that it is in the best interest of the Company to participate in LEGIONS CAPITAL INC'S Wholesale Lending Program.

The undersigned Secretary of the Company, a corporation/limited liability company, does hereby certify that the following is a true and correct copy of the resolutions adopted at a meeting of the Board of Directors/Board of Managers of the Company on ___________________________ and that said resolutions remain in full force and effect as of the date hereof.

RESOLVED, that in connection with the application and related documents submitted herewith for the Wholesale Lending Program, the proper officer(s) of the Company be, and hereby are, authorized, empowered and directed to execute for and on behalf of the Company the Agreement and any other documents or agreements entered into from time to time by and between LEGIONS CAPITAL INC and the Company to transact the proprietary business of originating mortgage loans for funding consideration.

RESOLVED FURTHER, that the proper officer(s) of the Company be and they hereby are, authorized, empowered and directed to execute and deliver such further instruments, certificates, letters and all other documents and papers contemplated by the Agreement and generally to do such acts and take such other actions as they deem necessary or advisable in order to carry out and perform the purposes and intent of the foregoing resolutions.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal of the Company this ________ day of ______________________________ 20_____

| | | | |
|---|---|---|---|
| **Secretary Name:** | | | |
| **Signature:** | | **Date:** | |

| Title | Typed Name | Signature | Date |
|---|---|---|---|
| **President** | | | |
| **Secretary** | | | |
| **Treasurer** | | | |
| **Vice President** | | | |