LEGIONS
CAPITAL,INC.

WHOLESALE BROKER AGREEMENT

THIS WHOLESALE BROKER AGREEMENT (hereinafter "Agreement") is entered into this _____ day of ___________, 20___, by and between LEGIONS CAPITAL, INC. ("Legions" or "Lender"), a California corporation, having its principal office at 21800 Burbank Blvd, Suite 130, Woodland Hills, CA 91367, and ________________________ ("Broker"), having its principal office at ________________________________.

Article 1

GENERAL

1.1 Definitions

(a) Applicable Law: All federal, state, and local laws and legal requirements (including statutes, rules, regulations, and ordinances) applicable to a person or entity, including but not limited to all usury, truth-in-lending, real estate settlement, integrated disclosures, consumer credit, equal credit opportunity, privacy, anti-predatory or abusive lending, or unfair and deceptive acts and practices laws; requirements and guidelines of each governmental agency, board, commission, instrumentality, and other governmental body or office having jurisdiction over a person and/or a mortgage loan, including, but not limited to, the CFPB and all state regulators; and judicial and administrative judgments, orders, stipulations, awards, writs, settlements, and injunctions to which any person or entity is a party.

(b) Applicant: The person or persons applying for a loan.

(c) Loan Package: The loan application and all other documentation or information related to a loan application.

(d) Wholesale Broker Program Requirements: The terms, conditions, guidelines, policies, procedures, pricing information, Broker training or other guidance relating to loan registration or submission, secondary market standards or any other requirements of Legions (as amended from time to time) in determining whether to accept, approve, underwrite or fund a loan, that are in effect at the time each Loan Package is submitted to Legions.

1.2 Broker Responsibilities

With respect to each application submitted to Legions, Broker shall furnish such credit data, financial statements, appraisals, real estate information, and such additional items as Legions may from time to time require in order to underwrite, approve and/or fund a loan. In addition, Broker agrees to perform such other functions as Legions may require from time to time, including:

(a) Maintaining ongoing contact with Applicant, Legions, and third parties throughout the origination life cycle of the loan

(b) Broker shall take all applications in its own name and only through its employees.

(c) All applications submitted to Legions must be submitted no later than forty-eight hours (48 hours) after the six pieces of information required to constitute an application under the TRID Rule are received by the Broker.

(d) Assisting Applicant in the mortgage process by helping Applicant understand the home buying process, informing the Applicant of all loan types available, explaining how closing costs and payments vary per product, and differentiating all requirements for documentation and other guidelines under each loan program.

(e) Keeping Applicant apprised of the status of Applicant's application and communicating any changes in the loan terms within a reasonable time frame and in compliance with Applicable Law.

(f) Providing to Applicant such additional disclosures as are required to be provided by Broker, Legions, or Applicable Law, including, without limitation, disclosures in connection with fees and charges, disclosures required by federal, state or local laws, disclosures required by Applicable Law that govern and regulate mortgage broker conduct, and disclosures related to the risks of certain loans to Applicant.

(g) Gather all information and documentation needed to complete the loan application, including information required by Applicable Law.

(h) Performing any other service as Legions may reasonably request.

Article 2

REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties of Broker.

Broker represents and warrants to Legions that with respect to itself, including each office or branch operated by Broker and any of its owners, directors, officers, employees, agents, independent contractors, licensees, or other personnel originating loans under Broker's license, the following are true and correct as of the date hereof and shall remain true and correct during the term of this Agreement:

(a) Broker is currently and shall continue to be a duly organized and validly existing entity

in good standing under applicable law of the state of its organization.

(b) Broker and its loan officers, employees or agents are properly licensed and have the authority to perform the activities set forth in this Agreement in the jurisdictions in which Broker conducts business and where the property securing the loan is located. Broker does not operate under a "net branch" or similar arrangement wherein it does not hold the required license for the activities contemplated under this Agreement. Broker is in full compliance with the Secure and Fair Enforcement for Mortgage Licensing Act, 12 U.S.C. §§ 5101 et seq. ("SAFE Act"), to the extent applicable. Broker shall maintain such licenses, registrations or approvals in good standing throughout the term of this Agreement, including any and all mortgage loan originator licenses required under state SAFE Act laws and regulations. Broker shall submit copies of all licenses, registration or approvals to Legions upon execution of this Agreement and as required by Legions.

(c) Broker shall notify Legions, in writing, of the termination or resignation of any loan originator employed or working on behalf of Broker within ten (10) business days of said termination or resignation if such termination or resignation is related in any way to fraudulent loan origination activity or loan origination activity that violates Applicable Law.

(d) Broker shall notify Legions immediately if any license, registration or approval from any government or other agency is not renewed or is suspended, terminated or cancelled for any reason or has any other change in its current licensing status.

(e) Broker shall notify Legions immediately if any government or other agency has made any adverse finding or taken any adverse actions with respect to Broker or its owners, directors, officers, employees or agents, including any formal or informal administrative or judicial action.

(f) This Agreement constitutes the legal, valid and binding obligations of Broker, enforceable against it in accordance with its terms. Broker and the representative(s) of Broker signing this Agreement on behalf of Broker have the right, power, and authority to execute and deliver this Agreement.

(g) Broker shall comply with all provisions set forth in any present or future guide, manual, policy, procedure, announcement, or other communication provided by Legions to Broker, as well as all Applicable Law.

(h) There is no threatened or pending legal action, arbitration, administrative or other proceeding or investigation against Broker or its current or former owners, agents or employees that would prevent the execution, delivery, and performance by Broker of its obligations under this Agreement or which could have a material adverse effect upon Broker's business, assets, financial condition or reputation or upon any mortgage loan submitted to Legions.

(i) Broker has entered into a written origination agreement with Applicant if required by

Applicable Law and disclosed all information to Applicant as required by Applicable Law, including disclosure of all compensation to be paid to Broker.

(j) All statements, information and documentation submitted by Broker to Legions in connection with Broker's application to become an approved Broker or submitted by Broker in connection with periodic renewals or reviews are and will be true, correct and complete in all material respects. Broker agrees to promptly notify Legions in the event any information provided by Broker becomes inaccurate or misleading in any material respect.

(k) Broker is solvent and had delivered its financial statements as to its most recently completed fiscal year. Such financial statements fairly present the results of operations and changes in financial position for such period and the financial position at the end of such period of Broker are true, correct and complete.

(l) Broker and each loan originator shall be knowledgeable of and shall comply with all laws and regulations applicable to it as a Broker or loan originator, under any and all federal, state, and local laws, including, but not limited to the following: the Real Estate Settlement Procedures Act (RESPA) and Regulation X, the Truth in Lending Act (TILA) and Regulation Z, the Equal Credit Opportunity Act (ECOA) and Regulation B; the Fair Housing Act, the Fair Credit Reporting Act, the Home Mortgage Disclosure Act and Regulation C, the Gramm-Leach Bliley Act, the Fair Debt Collections Practices Act, the SAFE Act, the Bank Secrecy Act, the TILA- RESPA Integrated Disclosure Rule ("TRID"), as well as all promulgated rules and regulations relating thereto, and all other federal, state and local laws and regulations that govern mortgage origination and the services appurtenant thereto. Broker shall also comply with all applicable laws prohibiting predatory lending, discrimination, and unfair or deceptive practices.

(m) Broker shall at all times comply with all applicable federal, state and local anti-money laundering laws, orders and regulations to the extent applicable to Broker, including without limitation, the USA Patriot Act of 2001, the Bank Secrecy Act and the regulations of the Office of Foreign Asset Control ("OFAC"), and no Applicant is listed as a "blocked person" for purposes of OFAC.

(n) Broker shall provide fair and equitable treatment to each Applicant, regardless of race, color, sex, age, marital status, familial status, immigration status, sexual orientation, religion, disability, national origin, or receipt of public assistance.

(o) Broker shall not imply or state, in any form of communication, to borrowers or any related parties, that: (i) Legions will approve the loan or a loan is "approved" prior to Legions issuance of final approval, (ii) Legions will make exceptions to underwriting guidelines, (iii) that the Broker has the capacity to approve or fund a loan, or (iv) that the time frame to perform any task or close on a loan is guaranteed.

(p) In connection with the transactions contemplated hereby and in conjunction with the

counterparty review of the Broker, no information nor any statement, tape, diskette, form, instrument, report or other document prepared by, or on behalf of, Broker contains any materially untrue statement of fact or omits or will omit to state a fact necessary to make the statements contained therein not misleading.

(q) Broker shall immediately notify Legions of any of the following:

a. Any material change in the ownership, financial condition or management of Broker.

b. Broker changes the name or address under or from which it conducts business.

c. Broker is notified or has reason to believe that any loan submitted by Broker to Legions was originated in violation of Applicable Law or in breach of any term or provision of this Agreement.

d. Broker knows or has reason to believe that any information in any Loan Package or document submitted to Legions is or becomes untrue, fails to state any material fact, or constitutes a misrepresentation.

e. Broker is notified or has reason to know of any material complaint by an Applicant or any federal, state or local regulatory agency related to any loan submitted by Broker to Legions, or is otherwise investigated, fined or sanctioned by any federal, state or local regulatory or governmental agency.

f. Broker is notified or has reason to know of an Applicant's request to rescind a loan submitted by Broker to Legions.

g. Broker, Broker's owner or principal, or any entity owned by Broker or Broker's owner or principal files a bankruptcy petition or is a party to any similar proceeding.

2.2 Representations and Warranties Regarding Each Loan

Broker represents and warrants to Legions, as of the date of this Agreement and as of each date on which Broker submits a Loan Package to Legions, as follows with respect to each loan:

(a) Arms-Length Transaction. Broker agrees not to proceed with any transactions that are not arms-length or that could potentially represent a conflict of interest with any party involved in the transaction.

(b) Applicant's Authorization. Broker shall obtain written authorization from each Applicant to submit the application to Legions and for Legions and Broker to view and verify the Applicant's credit information and all other information contained in the Loan Package.

(c) Credit Reports. Broker shall strictly comply with all applicable laws and regulations regarding the access of consumer credit, including but not limited to the Fair Credit Reporting Act and its implementing regulations. Broker acknowledges and agrees that upon permission of the Applicant to submit the loan to Legions, in certain instances (and provided such re-issuance complies with Legions' credit reissuance process and policies) Broker may grant Legions access to a re-issued credit report initially requested byBroker.

(d) Customer Identification and Privacy. Broker warrants that it used commercially reasonable standards to verify the identity of the Applicant. With respect to each loan and Applicant, Broker shall comply with Title V of the Gramm-Leach-Bliley Act of 1999, as amended, as well as any applicable regulations promulgated thereunder and all applicable state laws governing privacy.

(e) No High Cost Loans. The loan does not constitute a high cost loan as defined by Section 32 of the Truth-in-Lending Act ("TILA") or a high cost, covered or abusive loan under any applicable state, federal or local law, regulation, or ordinance (or similarly classified loan using different terminology under state law, regulation, or ordinance), wherein the loan exceeds a high cost "points and fees" threshold or high cost "APR or Rate threshold".

(f) Mortgage Loan Submissions. Broker represents and warrants, with respect to each mortgage loan package submitted to Legions, that (i) Broker has complied with all the requirements of this Agreement; (ii) none of the statements or information contained in any document submitted with or included as part of the Loan Package, or in any document reviewed in connection with the loan submission, contains or will contain any misleading, false, fraudulent, inaccurate or erroneous statements, or omits facts necessary to make such statements or information accurate and understandable in every respect; (iii) all documents and information submitted by Broker to Legions in connection with the loan are valid and genuine; and (iv) Broker has the authority to submit the mortgage loan to Legions.

(g) Appraisals. Broker shall order the appraisal in accordance with Legions appraisal guidelines and through a Legions approved Appraisal Management Company (AMC). Broker shall comply with Applicable Law, federal appraisal independence requirements, and loan program guidelines and requirements with respect to any appraisal that is part of a Loan Package. The appraisal may not be ordered or provided by the Applicant, realtor, or any other related party. The appraisal shall accurately represent the value of the property and must be completed by a qualified real estate appraiser and signed by the licensed appraiser, and the supervisory appraiser, if applicable. Acceptance of a transferred appraisal, or any appraisal completed prior to the submission of the application to Legions must comply with Legions' Appraisal Transfer Policy. Legions reserves the right not to accept a transferred appraisal.

(h) Program Compliance. Each loan has been originated in accordance with Legions' Wholesale Broker Program requirements. All documents and information submitted to Legions for any reason by the Broker must be true and accurate in all respects and in compliance with all terms and conditions of this Agreement.

(i) Fees. Broker shall include in its registration and submission documentation all amounts Broker will charge Applicant or earn in connection with the loan, including any lender-paid compensation, and not upcharge any Applicant in excess of the actual charge. All fees paid to Broker, whether paid by Legions or Applicant, are reasonably related to the value of goods

or facilities actually furnished, or services actually delivered by Broker. Broker has performed services of a type and in the quantity required under applicable law to receive such compensation. Broker has disclosed, and shall disclose, such compensation to the Applicant for each loan where such compensation is paid, or is expected to be paid, pursuant to Applicable Law. No fees of any kind, other than a reasonable credit report fee not exceeding the actual cost of the credit report, have been charged to or collected from Applicant by Broker, or any employee, contractor, or agent of Broker, prior to the Applicant's receipt of the initial disclosures from Legions, as required under Regulation Z and X. Moreover, no Applicant was charged fees payable prior to closing, except as permitted by an in compliance with Applicable Law.

(j) Compensation. Broker and Loan Originator compensation is regulated Federally by the Truth in Lending Act ("TILA") as amended, supplemented, and controlled by the Dodd-

Frank Act and any other associated regulations as enacted by the Consumer Financial Protection Bureau (CFPB). Broker agrees at all times, and with every mortgage loan application, to fully comply with these statutes and regulations, as well as with any state-specific laws and regulations that would apply to a given mortgage loan. Compliance includes, but is not limited to the following:

i. For every mortgage loan transaction submitted to Legions, Broker must designate the source of Broker's compensation: Lender Paid Compensation (LPC) or Borrower Paid Compensation (BPC). Broker shall inform Legions of the designation at the time the loan is registered and assigned a Legions loan number.

ii. No Broker/Loan Originator shall receive compensation that is based on the terms or conditions of the loan, such as interest rate, LTV, loan program, etc. All Broker/ Loan Originator compensation shall comply with 12 CFR 1026.36.

iii. Dual Compensation Prohibited. Broker understands and agrees that Broker compensation may only be paid by one source, either the Lender or the borrower, and compensation received from both the borrower and any person or entity other than the borrower for the same transaction is prohibited.

iv. In accordance with Regulation Z, Section 1026.36(d) and (e), and any subsequent amendments thereto, Loan Originators and Brokers are prohibited from steering Applicants to accept a mortgage loan based solely on the fact that the Loan Originator will receive greater compensation. Broker attests that Broker has presented Applicant with sufficient information to satisfy the safe harbor (anti-steering) provision which includes presenting loan options for each type of transaction in which Applicant expressed an interest that: (i) are from lenders with whom the Broker regularly does business; (ii) the Broker in good faith believes the Applicant will qualify; and (iii) cover options for (a) the loan with the lowest interest rate, (b) the loan with the lowest rate without specified features, such as negative amortization, a prepayment penalty, interest- only payments, a balloon payment in the first 7 years of the life of the loan, a demand feature, shared equity or shared appreciation, and (c) the loan with the lowest total dollar amount of discount points, origination points, or origination fees.

v. No Applicant qualified for a lower cost product available to the Broker at the time of submission of the application. Broker attests that Broker and all Loan Originators have

complied with the anti-steering regulations and all other Applicable Law. No Applicant was encouraged or required to select a loan product offered which is a higher cost product designed for a less creditworthy Applicant.

vi. No compensation shall be owed by Legions to Broker for any loan that is not funded by Legions.

(k) No Third-Party Originations. Broker certifies that all loan applications submitted to Legions are originated by the Broker or its loan officers directly employed by Broker and not by anyone else. No application was sourced as a TPO or third-party origination.

(l) Compliance with Laws. All the Broker's activities (and/or activities of Broker's loan officers or other employees, agents, or contractors), including without limitation any loan or Loan Package registered or submitted to Legions, are in compliance with Applicable Law.

(m) Unearned Fees. There may not be any agreement between the Broker and any other person or entity for the payment of any kickback, referral fee, bonus, or any payment that will be made in conjunction with the application, including but not limited to, the Applicant and the Broker or its principals.

(n) Insurance refunds. Broker has the sole responsibility for insurance refunds or credits of any kind if Broker sold insurance in conjunction with the loan. In the event the loan is pre-paid, insurance is cancelled, or any other event occurs that triggers unearned premiums, the Broker is solely responsible for the refund/credit. In the event Legions is required to refund or credit any Applicant for the cancellation of such insurance, Broker shall reimburse Legions from Broker's own funds.

(o) Broker acknowledges and shall comply with all the obligations and responsibilities set forth in Section 1.2 with respect to any loan registered or submitted to Legions.

Article 3

REMEDIES

3.1 Early Pay-Off and Early Payment Default

(a) Early Pay-Off: If a loan funded by Legions is repaid in full within 180 days following the closing of such loan, Broker agrees to pay to Legions an amount equal to all compensation paid to Broker on the loan transaction by Legions. Legions shall notify Broker of the amount due with respect to any Early Pay-Off, and Broker agrees to submit payment within ten (10) business days of receipt of such notice. Legions, in its sole discretion, may waive a portion of the premium repayment if the Broker closes the new refinance application with Legions.

(b) Early Payment Default: If a loan funded by Legions is deemed an Early Payment Default, Broker agrees to pay to Legions an amount equal to all compensation paid to Broker on the

loan transaction from Legions. A loan is deemed to be an Early Payment Default if any of the first three (3) payments due on the mortgage loan become thirty (30) days or more contractually past due. Legions shall notify Broker with respect to any Early Payment Default and Broker agrees to submit payment within ten (10) business days of receipt of such notice.

3.2 Remedies

At Legions' option, in its sole and absolute discretion, Legions shall have the right to require Broker to purchase the related loan or indemnify Legions for such related loan in accordance with the terms and conditions contained herein.

(a) Purchase Obligations. An occurrence of any of the following shall be considered a "Purchase Obligation":

i. The Loan Package or any related information contains evidence of fraud or material misrepresentation.

ii. Legions identifies and determines Broker has failed to observe, perform, or has breached any of the representations, agreements, warranties, or covenants in Section 2.2 of the Agreement.

(b) Request for Purchase. In the event of an occurrence of any Purchase Obligation, upon Legions' request, Broker agrees to purchase the loan(s) within ten (10) days from Legions' written request for an amount equal to the Purchase Price, as defined below. The Purchase Obligation herein includes both the loan and the real property security for any loan should Legions become the owner thereof through foreclosure or otherwise.

(c) Purchase Price. The price which Broker shall pay to Legions to purchase a loan ("Purchase Price") shall be equal to the sum of (i) the current unpaid principal balance of the loan at the time of purchase, (ii) accrued but unpaid interest through the date of purchase, (iii) all costs and expenses, including without limitation, penalties from any investor or servicer and reasonable attorneys' fees and expenses incurred by Legions as a result of Broker's breach of this Agreement ,enforcing the terms of this Agreement (including the Broker's obligation to purchase the loan), or enforcing the terms of the loan, (iv) any fees paid by Legions, including but not limited to all fees and costs paid to Broker and/or other parties for goods and services rendered in connection with the origination and closing of the loan, (v) any unreimbursed advances made by Legions, including without limitation taxes or insurance or payments authorized by the note or the mortgage or Applicable Law to protect Legions' interest in the loan or property securing the loan, and (vi) any other fees, costs or amounts relating thereto. If the loan has been foreclosed and the property has been sold to a third party, the Purchase Price shall be reduced by the proceeds of the sale price received by Legions net of all advances, costs and expenses, including but not limited to reasonable attorneys' fees and expenses incurred by Legions in connection with such sale.

Upon Broker's purchase of a loan, Legions shall transfer or cause the servicing of the loan to be transferred, to Broker or its designee. All costs of transferring servicing of any purchased loan from Legions to Broker or its designee shall be borne by Broker, and Broker shall reimburse Legions for any costs incurred in connection therewith. Broker's loan Purchase Obligation with respect to a loan shall not be eliminated, reduced or otherwise modified as a result of any modification, workout or assumption of the loan or other loss mitigation solution.

(d) Indemnification. Broker shall indemnify and hold Legions and its officers, directors, employees, agents, shareholders, affiliates and representatives harmless from and against any and all claims, demands, damages, liabilities, loss, causes of actions or proceedings, costs, and expenses, including reasonable attorneys' fees and costs, actions or proceedings, arising out of or in connection with: (i) Broker's breach or alleged breach of any representation, warranty, covenant, duty and/or obligation contained herein, or in any written statement, certification or attestation furnished by Broker pursuant to this Agreement; (ii) any claim by an Applicant(s) arising out of or in connection with a failure or refusal to fund a mortgage loan; (iii) any amounts owed by Legions to a third party, including a party to whom the loan was sold in the secondary mortgage market, resulting from any repurchase, indemnity or other obligations of Legions to such party, including damages or losses of such third party, or administrative or legal fees owed such party by Legions under the terms of the applicable loan purchase agreement or otherwise; (iv) any damages or losses sustained by Legions as a result of or in connection with any Early Payment Default, or (v) fraud, negligence or willful misconduct by the Broker in connection with the origination or closing of the loan.

(e) Non-Waiver of Remedies; Right to Offset. Legions is not required to demand purchase or indemnification within any particular period of time. Any delay or passage of time before making such demand shall not constitute a waiver by Legions and nothing contained herein shall limit Legions' right to any remedy, legal or equitable; all such legal and equitable remedies, including those provided for herein, shall be in addition to and not in lieu of any other remedy. Legions may, in its sole discretion and without prior notice or demand to Broker, take an offset against any monies due for any reason from Legions to Broker for any reimbursement amount due from Broker to Legions as a result of any obligations or liabilities of Broker. Such offset shall not be construed as an accord and satisfaction of any obligation due from Broker to Legions unless and until Legions confirms such accord and satisfaction in writing.

Article 4

TERMINATION

Legions and Broker shall have the right to terminate or suspend this Agreement at any time for any reason, which termination or suspension shall be effective immediately upon the other Party's receipt of written notice thereof. Notwithstanding any such termination or suspension, this Agreement shall continue to apply with respect to any loans which have been locked-in, submitted or otherwise committed to Legions under this Agreement. Notwithstanding anything to the contrary contained herein, this Agreement (including without limitation all of Broker's representations and warranties) shall survive any termination or suspension of this Agreement and shall remain in full force and effect with respect to each loan brokered to or funded by Legions prior to the effective date of such termination or suspension. In the event Legions sells or transfers the loan, the provisions and obligations contained in this Agreement (including without limitation all of Broker's representations and warranties) shall survive any such sale or transfer and shall remain in full force and effect with respect to each such sold or transferred loan.

Article 5

CONFIDENTIALITY

5.1 Confidentiality of Information.

Broker acknowledges and agrees that the terms of this Agreement shall be kept confidential and the contents shall not be disclosed to any party without Legions' prior written consent. Neither Broker, nor any of its affiliates, will sell or re-use any Legions information including all intellectual property, logos, marketing materials, or any other property or contact information of Legions. Broker shall not disclose "Confidential Information" to anyone other than Broker's employees, officers, or agents who have an express business need to know the Confidential Information. Both Parties agree to keep confidential any and all information obtained from either Party, and the Parties will not use such information for any purpose other than as intended by this Agreement.

5.2 Privacy

Broker will ensure the protection and security of nonpublic personal information in compliance with the Gramm-Leach-Bliley Act, 15 U.S.C. § 6801 et seq. and its implementing regulations, and all other Applicable Law related to the protection and privacy of consumer information. In connection therewith, Broker shall take appropriate actions to address incidents of unauthorized access to such information. Broker acknowledges that Legions verifies information using third-party services and agrees to hold Legions harmless for any liability arising from any acts or omissions by such third-party services, including liability of the Broker to the consumer.

Article 6

INSPECTION RIGHTS, RECORDKEEPING and REPORTING

Broker agrees to keep and maintain its books and records as to mortgage loans hereunder so as to meet and comply with Federal and State laws and regulations. Broker hereby grants permission and authority to Legions to audit its books, records, files, and facilities, as well as Broker's operations, quality control, procedures, policies, manuals, and employee compensation. Any such audit will be performed during normal business hours and Broker agrees to cooperate in any such audit. Broker agrees and authorizes Legions to verify, monitor, and report the business quality of the Broker. Legions may use industry sources such as, but not limited to, databases operated by the Mortgage Asset Research Institute, Inc. such as the Mortgage Industry Data Exchange ("MIDEX") or any cooperative industry database. Broker further understands and acknowledges that Legions may report information about any Loan

Package that Legions believes to contain misrepresentations or violates Applicable Law to the appropriate governmental body or regulatory agency, HUD, or the NMLS.

Article 7

GENERAL PROVISIONS

(a) Relationship of the Parties. Broker acknowledges that its relationship with Legions is that of an independent contractor. Broker is not an agent, affiliate or branch of Legions. Broker shall not make representation to any party that it is an affiliate or an employee of Legions. Broker's use of Legions' logo or trademark is prohibited unless express written permission is granted by Legions prior to use.

(b) Multiple Locations or Officers. Broker shall notify Legions in the event Broker intends to originate loans through multiple locations or branches or by multiple loan originators. Broker agrees to provide Legions with such information as Legions may reasonably request regarding such locations and loan originators. Notwithstanding anything to the contrary contained in this Agreement, Broker shall be liable for the acts and omissions of its officers, employees and agents, including, without limitation, its loan originators and any third-party processors.

(c) Solicitation of Refinancing. Broker shall not indirectly or directly solicit or encourage the refinancing of a loan funded by Legions for a period of twelve (12) months immediately following the closing of such loan without the express prior written consent of Legions.

(d) Non-Exclusive Agreement. This is a non-exclusive Agreement. Broker is not obligated to submit any or all loans to Legions.

(e) Communication. Broker agrees that Legions may communicate with Broker and deliver information related to this Agreement or otherwise by any means legally permissible, including, but not limited to, telephone, e-mail, and fax.

(f) Modification to Agreement. Legions may modify or amend the terms of this Agreement and will provide Broker a copy via any applicable and legal delivery method.

(g) Waiver. No waiver of any provision of this Agreement or the rights and obligations of the Parties shall be effective unless in writing and signed by an authorized representative of the Party.

(h) Force Majeure. Legions is not liable for any default or delay in performance caused directly or indirectly by any "Force Majeure Event." These Events include, but are not limited to, fire, flood, earthquake, elements of nature, acts of God, acts of terrorism, acts of vandalism, riots, civil disorders, revolutions, strikes or labor disruptions, nonperformance of a third party, or any other cause beyond the reasonable control of Legions. If an event of this type occurs, Legions will be excused from further performance of obligations for as long as the Force Majeure Event prevails. Legions will notify Broker as soon as possible regarding the occurrence if an event of this type occurs, and will notify the Broker, if known, the anticipated

duration of the Force Majeure event.

(i) Successors and Assigns. This Agreement may only be assigned by Legions in its sole discretion to its successors and assigns. Broker may only assign this Agreement with the written consent of Legions.

(j) Severability. If any term, clause, or provision of this Agreement shall be deemed invalid or unenforceable for any reason, the remainder of this Agreement shall remain in force.

(k) Governing Law; Waiver of Jury Trial. This Agreement shall be 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 the substantive laws of the State of California (without regard to conflicts of laws principles), except to the extent preempted by Federal law. With respect to any claim or action arising hereunder, the parties (a) irrevocably submit to the nonexclusive jurisdiction of the Los Angeles County Superior Court 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. EACH PARTY HERETO KNOWINGLY, INTENTIONALLY, AND IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF IN ANY WAY RELATED TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY.

(l) Notices. All demands, notices and communications hereunder shall be in writing and shall be deemed to have been duly given if personally delivered or delivered via a nationally recognized courier service with delivery tracking, or via email, to:

a. In the case of Broker:

Attn: ______________________________

Email: ______________________________

b. in the case of Legions: Legions Capital, Inc. 21800 Burbank Blvd, Suite 130 Woodland Hills, CA 91367 Attn: President Email: [insert Legions notices email] or such other address as may hereafter be furnished to the Broker in writing by Legions.

(m) Execution. This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Agreement and each other agreement or instrument entered into in connection herewith or therewith or contemplated hereby or thereby, and any amendments hereto or thereto, to the extent signed and delivered by means of a facsimile machine or other electronic transmission (including .pdf files sent by electronic mail or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g. www.docusign.com), shall be treated in all manner and respects and for all purposes as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the undersigned, by their respective authorized signatures, have executed this Agreement as of the date first written.

___________________________, as Broker

By: ______________________________

Typed Name: ______________________________

Title: ______________________________

LEGIONS CAPITAL, INC., as Lender

By: ______________________________

Typed Name: ______________________________

Title: ______________________________

BROKER COMPENSATION ADDENDUM

This Broker Compensation Addendum ("Addendum") is entered into as of the _____ day of __________, 20___, ("Effective Date") by and between LEGIONS CAPITAL, INC. ("Legions") and ____________________ ("Broker") (hereinafter collectively referred to as the "Parties" or individually as "Party"). This Addendum is incorporated into and constitutes a part of the Wholesale Broker Agreement entered into by and between Legions and Broker. This Addendum, read in conjunction with the Wholesale Broker Agreement, constitutes the entire agreement between the Parties with respect to compensation paid by Legions to Broker.

RECITALS

WHEREAS, Broker may, from time-to-time and at its option, submit completed application packages for residential mortgage loans to Legions for underwriting review and possible funding; WHEREAS, Legions or borrower may, from time to time, pay compensation to Broker for loans that are submitted by Broker and subsequently approved and funded by Legions. WHEREAS, the Parties acknowledge that compliance with Regulation Z (12 CFR Part 1026) relating to Loan Originator Compensation and Anti-Steering is mandatory. NOW, THEREFORE, in consideration of the RECITALS set forth above and subject to the mutual promises and covenants set forth below, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Effective Date. This Addendum is in effect for all loan applications registered and assigned a Legions loan number on or after the date entered above until a Compensation Change Request form is received and approved by Legions. Compensation plans will remain in effect for a minimum of 90 days. A Legions Compensation Change Request Form may be submitted no less than 90 days from the last plan change. Once a request is approved, changes are effective for loans submitted the following business day.

2. Loan Originator. The term "Loan Originator" shall have the meaning set forth in Regulation Z at 12 CFR § 1026.36(a) and shall include any person who, in expectation of direct or indirect compensation or other monetary gain, takes a residential mortgage loan application, offers, arranges, or assists a consumer in obtaining or applying to obtain, negotiates, or otherwise obtains or makes an extension of consumer credit for another person; or through advertising or other means of communication represents to the public that such person can or will perform any of these activities. For the purposes of the Agreement and this Addendum, Broker shall be considered a Loan Originator under the definition of the Act.

3. Form of Broker Compensation. For every loan transaction registered and assigned a Legions loan number, Broker must select only one source of compensation from the options in Section I or II below.

☐ I. Lender Paid Compensation (LPC). Legions is currently offering the below compensation tiers for Lender Paid compensation plans. Please select a compensation tier from the choices below:

☐ **1.00%** ☐ **1.25%** ☐ **1.50%** ☐ **1.75%** ☐ **2.00%** ☐ **2.25%** ☐ **2.50%** ☐ **2.75%**

Legions' maximum Broker Compensation cap is disclosed on the daily price sheet. Broker acknowledges that a Lender Paid compensation plan cannot vary once a loan application is submitted. The selected compensation plan will remain in effect for a minimum of 90 days, after which period the Broker may request a compensation plan change. For loan applications with Lender Paid compensation, Broker may not receive any compensation by any other means or from any other party.

☐ II. Borrower Paid Compensation (BPC). Under a borrower paid loan transaction, the Broker may negotiate and establish compensation directly with the borrower. Any fees (and the amount of such fees) imposed by Broker upon borrower will be determined by negotiations between borrower and Broker. Borrower Paid compensation is an agreement solely between the Broker and borrower that is agreed to prior to submission of the loan application to Legions. Borrower Paid compensation may include seller concessions on purchase transactions. The Broker must include the Legions "Borrower/Broker Compensation Agreement" upon the submission of the loan application to Legions for any loan with borrower paid compensation. If Borrower Paid compensation is selected, the Broker may not receive any compensation directly or indirectly from any other party or entity and must otherwise comply with Applicable Law.

4. Borrower Paid Compensation Maximum. Broker understands and agrees that the borrower paid compensation amount shall not exceed the then current LPC plan of Broker.

For the avoidance of doubt, and by way of example, if Broker's LPC percentage is currently 2.75%, all compensation paid to the Broker under a borrower paid plan must not exceed 2.75%. If a maximum dollar amount cap is selected under the LPC plan, Borrower Paid compensation may not exceed the lower of the compensation percentage or the cap. (Note that "compensation" includes salaries, commissions, and any financial or similar incentive the Broker receives and retains and is not dependent on the label or name of the fee imposed.)

5. Changes to Lender Paid Compensation. The Lender Paid compensation amount selected in 3.I above shall be effective for all loans registered and assigned a Legions loan number on or after the Effective Date and shall continue for such time as the Addendum remains in full force and effect or until such time as a plan change is requested by Broker and approved by Legions. Established LPC plans will remain in effect for a minimum of 90 days. After the expiration of 90 days, a Compensation Change Request Form may be submitted to Legions. The Compensation Change Request Form must be executed by a duly authorized representative of Broker. Changes will become effective the first business day following receipt and approval of the change request by Legions. Changes will only apply to loans registered and assigned a Legions loan number after the plan change becomes effective. Newly approved Brokers that have never submitted a loan to Legions may submit one change request before the Broker submits its first loan application.

6. Dual Compensation Prohibited. Broker may not receive compensation from more than one source. Broker may elect, on a loan by loan basis, to receive either lender paid compensation or borrower paid compensation. When compensation is paid by the Lender, such amount shall be Broker's sole source of compensation and Broker will not charge the borrower any additional fees, including processing fees.

7. Compliance with TILA and Regulation Z. Broker hereby acknowledges that it has reviewed the applicable provisions of TILA and Regulation Z pertaining to Loan Originator Compensation and Anti-Steering and fully understands and will comply with the requirements contained therein. Broker is responsible for complying with all aspect of TILA and Regulation Z, including but not limited to compensation to its loan originators. Broker attests that all compensation paid by Broker to its loan originators will comply with all the requirements set forth in TILA, as implemented by Regulation Z, and with any other applicable law.

8. Disclosure. Broker shall properly disclose payment of compensation in accordance with all applicable federal and state legal and regulatory requirements. If requested, Broker will provide Legions a copy of its Loan Originator Compensation Policy. Any policy, process or procedure followed by the Broker must comply at all times with all federal, state, and local laws and regulation.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed by their duly authorized representatives, who, by singing below, represent and certify as having the authority to bind the respective party to this Addendum.

LEGIONS CAPITAL, INC.

____________________________, as Broker

By: _____________________________

Typed Name: _____________________________

Title: _____________________________

LEGIONS CAPITAL, INC., as Lender

By: _____________________________

Typed Name: _____________________________

Title: _____________________________

BROKER RESPONSIBILITY AND REGULATORY COMPLIANCE

Broker is required to have policies and procedures in place to deliver complete and compliant loan applications to Legions and to comply with all applicable laws and regulations, defined as: applicable federal, state, and local laws and legal requirements (as set forth below and otherwise including statues, rules, regulations, and ordinances), including but not limited to all usury, truth-in-lending, real estate settlement, integrated disclosures, consumer credit, equal credit opportunity, privacy, anti-predatory or abusive lending, or unfair and deceptive acts and practices laws; requirements and guidelines of each governmental agency, board, commission, instrumentality, and other governmental body or office having jurisdiction over a person and/or a mortgage loan, including, but not limited to, the CFPB and all state regulators; and judicial and administrative judgments, orders, stipulations, awards, writs, settlements, and injunctions to which the person is a party. Regulation B – Equal Credit Opportunity Act Regulation C – Home Mortgage Disclosure Act Regulation G – S.A.F.E. Mortgage Licensing Act Regulation N – Mortgage Acts and Practices – Advertising Regulation P – Privacy of Consumer Financial Information Regulation V – Fair Credit Reporting Act Regulation X – Real Estate Settlement Procedures Act Regulation Z – Truth in Lending Act Due to the requirements placed upon financial parties from the CFPB and other agencies, Legions requires for our Brokers to understand and be responsible for their own regulatory compliance. By certifying with your signature, you are ensuring Legions that you have regulatory compliance controls and procedures in place that ensure compliance with all applicable laws and regulations. The Broker also agrees, by signing this document, not to submit any requests for "table-funded loans", as defined in Regulation X, to Legions. Broker understands that Legions Capital does not accept and will not provide any table-funded loans. All requests of this nature will be rejected and/or denied and appropriate action will be taken, including potential termination of this Agreement.

LEGIONS CAPITAL RESPONSIBILITIES AND REGULATORY COMPLIANCE

Upon receipt of a complete loan application, Legions will issue all initial disclosures, including the Loan Estimate, as required by federal, state, and local laws. The Broker agrees that all applications will be submitted to Legions within forty-eight (48) hours of the collection of the six pieces of information required to constitute a complete loan application (Name, Property Address, Social Security Number, Income, Loan Amount, and Estimated Property Value). There will be no exceptions to this requirement as it is critical to ensure

Legions' timely issuance of initial disclosures. Legions will not allow Brokers to issue initial disclosures without prior written approval from Legions. Legions may underwrite and approve or deny any loan application, or take other appropriate action, based on current Legions program guidelines and applicable regulations, in order to successfully follow day to day business practice while remaining compliant with all federal, state, and local regulations. Within this approval/denial underwriting process, Legions will not have liability to the Broker or Applicant(s) for failure to approve any loan that falls outside of guidelines, laws, and regulations. All loan closings will be conducted in accordance with all regulations and per the Legions Mortgage Closing Instructions.

___________________________, as Broker
By: ______________________________
Typed Name: ______________________________
Title: ______________________________

BROKER AFFILIATED BUSINESS ARRANGEMENTS

Legions generally does not permit real estate related fees to be paid to affiliates of the Broker. If your company has an affiliated business arrangement with a settlement service provider, you are required to disclose that relationship below using this form. Legions must provide written approval prior to using any entity disclosed below. Failure to disclose affiliated businesses is a breach of the Mortgage Broker Agreement.

Affiliate Business

Company Name	Service Provided	Percent Ownership

Broker hereby certifies that: (i) all of Broker's affiliated settlement service providers are identified on this form; (ii) the affiliate information contained in this list and certification is complete and correct; (iii) Broker will not use any affiliated settlement service provider in connection with any loan submitted to Legions that is not approved by Legions; and (iv) all such arrangements comply in all respects with RESPA, Regulation X and Applicable Law.

___________________________, as Broker
By: ______________________________
Typed Name: ______________________________
Title: ______________________________

COMPLIANCE ATTESTATION

ANTI-MONEY LAUNDERING & BANK SECRECY ACT

In compliance with the Final Rule issued by the Financial Crimes Enforcement Network (FinCEN) requiring banks to comply with the BSA/AML statutes, Broker attests that it has a current and compliant AML program, has implemented SARs filing as a part of its AML program as required by 31 CFR Parts 1010 et seq, and will continue to comply with all the responsibilities and obligations detailed herein. Broker attests that its AML program includes the following: • Internal policies, procedures and controls based upon the company's assessment of the money laundering and terrorist financing risks associated with its products and services; • A designated compliance officer who is responsible for ensuring that the AML program is implemented effectively, updated as necessary, and who ensures appropriate persons are educated and trained in accordance with the rule; • On-going training of appropriate persons concerning their responsibilities under the program; and • Independent testing to monitor and maintain an adequate program.

FAIR LENDING

In compliance with federal and state law, including applicable California fair lending laws, Broker attests that it acknowledges their responsibility to comply with federal and state fair lending laws and the policies and procedures made a part of Legions' Fair and Responsible Lending Policy, to the extent such policies and procedures are applicable to them. By signing below, Broker hereby attests that it currently complies with the responsibilities and obligations detailed herein and will continue the comply with such responsibilities and obligations. The undersigned further certifies that he/she has authority to sign on behalf of Broker.

Broker: ______________________________

Signature: ______________________________

Type Name: ______________________________

Title: ______________________________

Date: ______________________________

Legions Capital, Inc. | NMLS #1553947 | 21800 Burbank Blvd, Suite 130, Woodland Hills, CA 91367

ZERO TOLERANCE FRAUD POLICY

Legions Capital, Inc. ("Legions") maintains a zero-tolerance stance against any form of fraud perpetrated in the origination, processing, and closing of mortgage loans. All Brokers and Principals should be advised that the licensed Broker bears full responsibility for all actions, performed in the course of business, by their employees, agents, or licensees. The undersigned Brokers and Principals understand and agree that they will be held fully responsible for the content, quality, and accuracy of each loan application and all supporting documentation submitted to Legions by their employees, agents, and licensees. THE SUBMISSION OF A LOAN APPLICATION CONTAINING FALSE INFORMATION IS A CRIME.

Common Types of Loan Fraud

1. Submission of inaccurate information including, but not limited to: false statements on loan applications and falsification of documents purporting to substantiate credit, employment, deposit and asset information; misrepresentation of personal information including identity, ownership and/or non-ownership of real property, etc.

2. Forgery of partially or predominantly accurate information.

3. Incorrect statements regarding current occupancy or intent to maintain minimum continuing occupancy as stated in the security instrument or occupancy affidavit.

4. Lack of due diligence by the mortgage broker/principal/loan officer/interviewer/processor, including failure to obtain all information required by the application and failure to request information as dictated by borrower's response to other questions.

5. Unquestioned acceptance of information or documentation which is known, should have been known, or should be suspected to be inaccurate.

6. Simultaneous or consecutive processing of multiple owner-occupied loans from one applicant supplying different information on each application.

7. Allowing an applicant or interested third-party to assist with the processing of the loan.

8. Mortgage Broker, Principal, or Loan Officer's non-disclosure of relevant information.

Impact of Loan Fraud

The effect of Loan Fraud is costly to all parties involved. Legions stands behind the quality of its ban production. Fraudulent loans cannot be sold into the secondary market and, if sold, are subject to repurchase. Fraudulent loans can damage Legions' reputation with its investors. The price paid by those who choose to participate in loan fraud is even more costly. The following is a non-exhaustive list of potential consequences that may be incurred:

Potential Consequences to Broker

1. Criminal prosecution under federal and/or state law, which may include incarceration, monetary penalties and/or disgorgement of income.

2. Loss of Mortgage Broker/Mortgage Banker/Real Estate/Professional license(s).

3. Loss of lender/investor access due to exchange of information between lenders, investors, local/state/federal law enforcement agencies, and state licensing agencies.

4. Civil action by Legions.

5. Civil action by applicant/borrower or other parties to the transaction.

6. Loss of approval status with Legions and requirement to purchase a loan or indemnify Legions for loss. By signing below, you acknowledge receipt and understanding of Legions' Zero Tolerance Fraud Policy and the ramifications of non-compliance. Broker represents and warrants its full compliance with this policy and agrees to immediately report suspected loan fraud to Legions.

____________________________, as Broker

By: ______________________________

Typed Name: ______________________________

Title: ______________________________

Signature of Principal / Owner: ______________________________