SOLVE MORTGAGE™
JUMBO & NON-QM WHOLESALE LENDING

BROKER AGREEMENT

This **Broker Agreement** is entered into on the_____day of_____, 2022 by and between PFN Lending Group, Inc., dba Solve Mortgage, organized and existing under the laws of the United States of America with a place of business at 5016 N. Parkway Calabasas, Suite 200, Calabasas, California 91302 ("Lender") and

_____

_____

organized and existing under the laws of the state of _____
with a place of business at _____
("Broker").

RECITALS

WHEREAS, Broker is in the business of originating mortgage loans for assignment in process to lenders to close in the name of such lender; and

WHEREAS, Broker desires to broker eligible Loans to Lender in accordance with the terms of this Agreement.

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I DEFINITIONS

1.1 Definitions. As used in this Agreement, the following terms shall have the meanings specified below.

"Agreement" means this Agreement and all schedules and exhibits hereto as the same may from time to time be amended or supplemented by one or more instruments executed by the Parties.

"AIR" means the Appraiser Independence Requirements.

"AMC" means an appraisal management company.

"Applicable Laws" means applicable federal, state and local legal and regulatory requirements (including statutes, rules, regulations and ordinances) binding upon Broker, including, without limitation, the federal Real Estate Settlement Procedures Act, TILA, Equal Credit Opportunity Act, Fair Housing Act, Fair Credit Reporting Act, and the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act, the Secure and Fair Enforcement for Mortgage Licensing Act, the Flood Disaster Protection Act, the Fair and Accurate Credit Transactions Act of 2003 (FACTA), the Gramm- Leach-Bliley Act, and their respective implementing regulations, if any, all as amended from time to time

"Applicable Requirements" means: (a) all contractual obligations of Broker, including, but not limited to, those contractual obligations contained in this Agreement, the Lender Procedures, in any agreement with

any Insurer or in the Loan Documents for which Broker was or is responsible; (b) all Guidelines; (c) Investor and Insurer requirements; (d) all Applicable Laws; (e) all other applicable requirements and guidelines of each governmental agency, board, commission, instrumentality and other governmental body or office having jurisdiction, including, but not limited to, those of any Insurer; (f) all other applicable judicial and administrative judgments, orders, stipulations, awards, writs and injunctions; and (g) all state and federal statutory and regulatory provisions related to unfair and deceptive acts and practices ("UDAP"), and unfair, deceptive, and abusive acts and practices ("UDAAP").

"Application" means a Loan application that is fully completed, dated and signed by a Borrower.

"Assignment" means an assignment of all of Broker's right, title and interest in and to a Loan, including, but not be limited to, an assignment of any and all Servicing Rights associated therewith.

"Borrower" means any applicant for or obligor under a Loan.

"Broker Fee" means the fee payable by Lender to Broker at a Closing pursuant to Section 2.2 below. The term "Broker Fee" applies only to compensation received by a Broker in connection with transactions subject to TILA's loan originator compensation rules, 12 C.F.R. § 1026.36.

"CFPB" means the Consumer Financial Protection Bureau.

"Closing Agent" means an attorney, escrow company, or title insurance company that (a) is approved by Lender; and (b) conducts closings in accordance with Applicable Requirements.

"Closing Date" means, with respect to each Loan, the date that the Borrower(s) and Borrowers execute the Loan Documents.

"Closing Disclosure" means the Closing Disclosure, as defined in 12 C.F.R. § 1026.38, which is required tobe delivered by 12 C.F.R. § 1026.19(f), effective August 1, 2015.

"Conventional Loan" means a Loan that is not an FHA Loan or a VA Loan.

"Confidential Information" means information regarding this Agreement; the Parties' respective financial conditions, business operations and plans; various trade secrets, confidential and proprietary methods, techniques, processes, applications, approaches and other information of a Party in various forms, which information is used or useful in the conduct of a Party's business.

"Credit Report" means a consumer credit report that (a) is a standard factual credit report obtained fromat least one of the three consumer reporting agencies; (b) is an original form and not a copy thereof; and (c) satisfies Applicable Requirements.

"Customer" means any customer of Lender or any of its affiliates, including, but not limited to, any Person who: (a) applies to Lender or any of its affiliates, either directly or indirectly, for a financial product or service; (b) has obtained any financial product or service from Lender or any of its affiliates; and/or (c) has a Loan serviced or subserviced by Lender or any of its affiliates.

"Customer Information" means any personally identifiable information or records in any form (written, electronic, or otherwise) relating to a Customer, including, but not limited to (a) a Customer's name, address, telephone number, loan number, loan payment history, delinquency status, insurance carrier or payment information, tax amount or payment information; (b) the fact that a Customer has a relationship with Lender or an affiliate thereof; and (c) any other personally identifiable information.

"Disclosure Review Package" means the set of initial documents submitted to Lender for review prior to submission of a Loan Package, including an Application that is dated no more than thirty (30) days from the date of Lender's receipt, a Loan Estimate, and any other documents required by Lender Procedures. A Loan Package may be submitted only after acceptance of a Disclosure Review Package.

"**FHA**" means HUD acting through the Federal Housing Administration or any successor thereto.

"**FHA Loan**" means a Loan that is insured, or is eligible and intended to be insured, by the FHA.

"FHLMC" means the Federal Home Loan Mortgage Corporation (aka: Freddie Mac) or any successor thereto.

"FNMA" means the Federal National Mortgage Association (aka: Fannie Mae) or any successor thereto.

"GNMA" means the Government National Mortgage Association (aka: Ginnie Mae) or any successor thereto.

"Guidelines" mean standards, guidelines, rules, and regulations regarding the quality, viability, credit-worthiness, or suitability of a Loan or prospective Borrowers as established by: (a) Lender, in its sole discretion, or in this Agreement, as modified or amended from time to time; and/or (b) FHA, VA, FNMA, FHLMC, GNMA and/or non-conforming investors.

"HUD" means the U.S. Department of Housing and Urban Development or any successor thereto.

"**Insurer**" means (i) FHA, VA, or any private mortgage insurer that insures or guarantees any of the Loans, and (ii) providers of hazard, title or other insurance with respect to any of the Loans or Mortgaged Property.

"Interagency Guidelines" means the Interagency Guidelines Establishing Standards For Safeguarding Customer Information published on February 1, 2001, as the same may be amended from time to time.

"**Investor**" means any investor to which or with which Lender sells or securitizes Loans.

"**Lender Procedures**" means any information, instructions, notices, Web-Site Postings, bulletins or updates, provided to Broker by Lender that establish, among other things, eligibility criteria and registration procedures for the purchase, acceptance of the Loan Submission, and the making of Loans based on factors such as type of loan, loan limits, loan-to-value ratios, interest rates, points and fees, payment features, documentation requirements and credit standards.

"Loan" means an investment residential mortgage loan, including a pending Application therefor, together with all Servicing Rights, that (a) is or will be secured by a Mortgage Instrument; (b) satisfies Applicable Requirements; and (c) is a Conventional Loan, FHA Loan, VA Loan or other mortgage loan acceptable to Lender.

"Loan Documents" means, with respect to each Loan, Mortgage Instruments, Notes, Loan File and other related documents.

"Loan Estimate" means the Loan Estimate, as defined in 12 C.F.R. § 1026.37, which is required to be delivered by 12 C.F.R. § 1026.19(e), effective August 1, 2015.

"Loan File" means the file containing all documents, reports, forms, Applications, disclosures, statements, and other papers prepared, assembled or possessed by Broker in connection with each Loan, including,

but not limited to, the Loan Package and any information possessed by Broker that would enable Lender to make an informed judgment concerning any Loan.

"Loan Package" means a set of Loan documents that (a) are dated or have been completed or provided no more than thirty days from the date of Lender's receipt; (b) include an Application, Credit Report, deposit and employment verifications, appraisal, Loan Estimate, Preliminary Title Report, and other Loan documents, if any, required under Applicable Requirements or requested by Lender from time to time in addition to or in lieu of the foregoing; and (c) comply with Applicable Requirements. Broker shall deliver allthose documents required under clause (b) unless the Lender Procedures provide otherwise.

"**Loan Submission**" means a submission by Broker to Lender of a complete Loan Package and Loan File in original form in accordance with the Lender Procedures for approval or rejection of a Loan by Lender.

"**Mortgaged Property**" means the underlying real property securing repayment of a Note, consisting of a fee simple parcel of real estate or a leasehold estate, the term of which is equal to or longer than the term of the relatedNote.

"**Mortgage Instrument**" means any deed of trust, security deed, mortgage, or security agreement, financing statement any other instrument that constitutes a lien on the improved Mortgaged Property securing payment by a Mortgagor of a Note.

"Mortgagor" means any applicant for or obligor under a Loan.

"**Note**" means the note or other evidence of the indebtedness of a Mortgagor secured by a Mortgage.

"Parties" means Lender and Broker and **"Party"** means either Lender or Broker, as the case may be.

"**Person**" means an individual, corporation, partnership, limited liability company, commercial banking institution, savings association, other depository institution, joint venture, trust or unincorporated organization or a federal, state, city, municipal or foreign government or an agency or political subdivision thereof.

"Portfolio" means the program under which Loans will be originated then retained in PFN Lending Group, Inc.'s own portfolio.

"Preliminary Title Report" means an ownership and encumbrance search conducted by a title agent with respect to the Mortgaged Property. Any review or acceptance by Lender of such Preliminary Title Report shall not operate to modify or waive any provisions of the Lender Procedures regarding closing procedures or title exceptions. Lender reserves the right to require satisfaction or removal of any title exception that is unacceptable to Lender.

"Privacy Requirements" means the obligations imposed by: (a) Title V of the Gramm-Leach- Bliley Act, 15 U.S.C. § 6801 *et seq.*; (b) the applicable federal regulations implementing such act at 12 C.F.R. Parts 40, 216, 332, 573, and/or 1016; (c) the Interagency Guidelines; and (d) other applicable federal, state and local laws, rules, regulations, and orders relating to the privacy and security of Customer Information, including, but not limited to, the federal Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq.,* and similar state laws.

"Rate Sheet" means a term sheet provided from time to time by Lender to Broker containing certain terms relating to Loans, including, but not limited to, the interest rates and corresponding discount points at which Lender is interested in making Loans. Lender may amend its Rate Sheet from time to time in its sole discretion.

"Services" means those services, goods and facilities provided by Broker to Lender in connection with each

Loan, including some or all of the following: (a) taking and reviewing a complete Application; (b) furnishing the Borrower with the appropriate disclosures and obtaining signatures; (c) ordering appraisals (if permissible under Applicable Requirements); (d) ordering inspections required by state or local law; (e) ordering title reports if consistent with local practice; (f) collecting financial and property information; (g) counseling and advising the Borrower; (h) assisting the Borrower in understanding and clearing underwriting and closing conditions; and (i) serving as a liaison between the Borrower and Lender to facilitate the consummation of a Loan transaction and otherwise process and assemble each Borrower's Loan Package in accordance with the provisions set forth in Lender Procedures.

"Servicing Rights" means the obligations to administer and collect the payments for the reduction of principal and application of interest, pay taxes and insurance, remit collected payments, provide foreclosure services, provide full escrow administration and any other obligations required by any ownerof the Loans, together with the right to receive the servicing fee income and any ancillary income arising from or connected to the Loans. Servicing Rights shall include the related escrow or impound accounts created and maintained by Broker, if any, with respect to the Loans for the deposit and retention of interest and principal, taxes, assessments or ground rents, hazard and mortgage insurance, and other related escrow or custodial items.

"TILA" means the Truth in Lending Act, 15 U.S.C. § 1601 *et seq*., and includes its implementing RegulationZ, 12 C.F.R. Part 1026, as may be amended from time to time.

"UDAAP" means Unfair, Deceptive or Abusive Acts Practices, Section 5 of the Federal Trade Commission Act (FTC Act), 15 USC 45(a)(1) (UDAP), prohibits "unfair or deceptive acts or practices in or affecting commerce." The Dodd-Frank Act, makes it unlawful to engage in any unfair, deceptive or abusive act or practice (UDAAP), and gives the CFPB UDAAP rulemaking and enforcement authority. All Brokers must comply with UDAAP.

"VA" means the U.S. Department of Veterans Affairs and any successor thereto.

"VA Loans" means Loans that are guaranteed, or are eligible and intended to be guaranteed, by the VA.

"Web Administrator" means the individual or individuals identified in Exhibit B who are authorized to review Confidential Information on Lender's electronic systems.

"**Web-Site Postings**" means those Lender Procedures posted at Lender's website or such other website as Lender may maintain from time to time.

ARTICLE II BROKERING OF MORTGAGE LOANS

2.1 Brokering of Loans.

(a) From time to time during the term of this Agreement, Lender shall provide a Broker Compensation Form and make available the Guidelines to Broker.

(b) Upon receipt of a Disclosure Review Package, Lender shall evaluate whether the Disclosure Review Package satisfies all Lender requirements, including Applicable Requirements; provided that Lender's evaluation shall not relieve Broker of any liability hereunder. Lender may reject, in its sole discretion, any Disclosure Review Package. Each Disclosure Review Package shall constitute a certification by Broker that the Broker and the Loan Submission comply with the representations and warranties contained in this Agreement, the Guidelines, and all Applicable Requirements. Notwithstanding any other provision herein, the parties

acknowledge that Lender's rejection of a Disclosure Review Package because of its failure to include a required disclosure, including, but not limited to, the Loan Estimate (as applicable), that meets Lender's requirements shall not constitute an adverse action by Lender against any consumer under any Applicable Requirement. If a Disclosure Review Package satisfies Lender's requirements, Lender shall notify Broker that it may submit a Loan Submission to Lender.

(c) Portfolio transactions, if applicable, must be locked when a Loan Submission is made. A rate lock shall not constitute Lender's acceptance of a Loan Submission, an Application, or any other document, nor create any obligation for Lender.

Except as otherwise noted in this Agreement, Broker shall, during the term of this Agreement, be responsible for and shall pay in full, costs and expenses directly or indirectly incurred in performing its duties hereunder. Broker shall have no right to reimbursement of any such costs or expenses unless Lender otherwise expressly agrees to such in writing. Broker shall be liable for all costs, expenses and fees incurred for, including, but not limited to, appraisals, including review appraisals if fees are not paid by the Borrower. Broker represents and warrants that all costs, fees and expenses incurred and payable to third parties in connection with the processing of each Loan Submission that Broker submits under this Agreement have been paid and Lender shall have no liability for such costs, fees and expenses. Broker will not collect any fees, directly or indirectly, in any manner, or through an agent, from a Borrower unless permissible under Applicable Law and fully disclosed in writing to Lender. Broker is liable to Lender for any fees or charges that Lender pays to applicant resulting from Broker's under disclosure of fees on the Loan Estimate or any other errors by Broker. Broker shall reimburse Lender for such losses upon written demand by Lender.

(d) After acceptance of a disclosure Review Package and upon Registration, if applicable, Broker may submit to Lender a Loan Submission. Each Loan Submission shall constitute a certification by Broker that the Broker and the Loan Submission comply with the representations and warranties contained in this Agreement, the Guidelines, and all Applicable Requirements. Broker understands and acknowledges that Broker's use of Lender's website, including, without limitation, with respect to any pricing engine or access to an automated underwriting process, shall not constitute the submission of a Loan Submission by Broker or the acceptance of a Loan Submission by Lender. Upon receipt of a Loan Submission, Lender shall evaluate whether the Loan Submission satisfies all Lender requirements, including Applicable Requirements; provided that Lender's evaluation shall not relieve Broker of any liability hereunder. Lender may reject, in its sole discretion, any Loan Submission. If any component of a Loan Submission is incomplete, Lender may reject or hold such Loan Submission in suspense as "not accepted," pending receipt of the complete Loan Submission. If a Loan Submission satisfies Lender's requirements, and Lender approves the Loan, Lender shall notify Broker in writing. If Lender notifies Broker of its acceptance in writing, Lender shall forward the appropriate Closing instructions to a Closing Agent upon receipt of Broker's request for Closing instructions. At each Closing, Lender shall instruct the Closing Agent to pay the Broker Fee plus any other amounts due Broker as described in Section 2.2.

(e) Lender shall be solely responsible for underwriting, approving, closing and funding each Loan. Broker shall have no right, power or authority, express or implied, to approve an Application orally or in writing on behalf of Lender, or to issue to prospective Borrowers on behalf of Lender any type of binding commitment to make a Loan. Broker covenants that it shall not act outside the scope of its authority hereunder and hold itself out to prospective Borrowers as having the authority on behalf of Lender to approve Applications or issue Loan commitments, as described in Section 5.6. Notwithstanding the foregoing, Broker acknowledges that it shall (i) ensure that the Loan Submission is eligible for assignment to Lender; and (ii) disclose all relevant facts and circumstances relating to the Borrower, the Mortgaged Property, payments made by the Borrower or

any other person to Broker or anyone else in connection with the Loan, and the eligibility of the Loan Submission for assignment to Lender in accordance herewith.

(f) Lender shall communicate to Broker by telephone, in writing, or by e-mail Lender's approval or disapproval of the Loan Submission. Lender shall approve or deny each Loan Submission solely for its own benefit and account, and in making such determination, Lender expressly disclaims any inference Broker may draw as to the general quality or acceptability of the underlying Loan Submission. For applications submitted to Priority Wholesale Lending, Lender may contact the Borrower directly.

Lender's offer to lend will be evidenced by a "Loan Commitment Notice." The terms of the loan and commitment expiration will be a written commitment, and the loan must close within that time period. Extensions of commitments may be offered at the discretion of Lender, subject to rates and terms in effect at the time of the extension. Broker is responsible for monitoring expiration dates and obtaining all required documentation to ensure loans are closed in a timely manner. After consultation with Broker's client, Broker shall advise Lender of the client's acceptance or non-acceptance of such offer. Upon acceptance of Lender's offer, either by written or verbal communication, a formal offer will be issued as evidenced by Lender's loan documents.

(g) If Lender declines a loan or makes a counteroffer, Lender will deliver to the Broker a completed "adverse action notice" in the form required by the Equal Credit Opportunity Act specifying the reasons that Lender declined to fund the loan. If Lender delivers such notice to Broker, Broker shall deliver this adverse action notice to the Borrower within the time period required by Applicable Requirements. Notwithstanding the foregoing, Lender shall have the right to deliver adverse action notices directly to the Borrower, which right, if exercised by Lender, will not negate the Broker's obligation to deliver the adverse action notice to the Borrower.

2.2 Broker Compensation.

(a) Broker Compensation To Be Paid By Lender.

i. Generally. The Broker Fee payable by Lender for the assignment of a Loan Submission and any resulting Loan shall be determined in accordance with a calculation based upon the Broker Compensation Form or such other method provided by Lender (collectively, the "Selection") subject to adjustment as provided in Exhibit A attached hereto, as it may be amended and supplemented from time to time, or as otherwise provided for in the Guidelines or the Broker Compensation Form itself. Broker understands that Lender shall provide Rate Sheets from time to time (sometimes as frequently as daily, if not more frequently as required by market conditions) for the loan pricing available for Borrowers that integrate various factors including Lender's costs of funds and other costs related to Loans including Broker Fees. The Parties agree that the Broker Fee is compensation for Services rendered and goods and facilities provided by Broker in connection with the origination, processing, and/or closing of a Loan under this Agreement and shall (1) be in amounts that bear a reasonable relationship to the Services rendered and goods and facilities provided; (2) be based upon a good faith estimate of the fair market value of such Services, goods and facilities; (3) not be in amounts deemed excessive or unreasonable under any Applicable Requirement; and (4) not be charged on an illegal or discriminatory basis. All such Broker Fees shall be disclosed and itemized on the Loan Estimate and on the Closing Disclosure in accordance with Applicable Requirements and Lender's requirements; and shall be paid in accordance with this Agreement. No Broker Fee shall be owed to Broker on any Loan Submission unless and until a related Loan has funded and closed.

ii. Limitation on Compensation from Multiple Parties. Broker will not receive or accept, and no Broker affiliate shall receive or accept, except for bona fide third- party services paid for at market rates, any fee or payment of any kind in connection with Loans from or on behalf of more than one party (either the Lender or Borrower, but not both). In the event that an affiliate of Broker receives any funds for third-party services, no portion thereof shall be retained by Broker.

iii. Limitation on Compensation Adjustment. Broker shall not cause its compensation to increase or decrease once set (as provided for in Regulation Z, 12 C.F.R. § 1026.36, along with any other ApplicableRequirements), including but not limited to adjusting Loan terms to result in higher or lower compensation, paying any fees for any Borrower, monetarily curing any errors in connection with any particular Loan, and reducing compensation or otherwise providing any credits for the benefit of any Borrower to avoid any high-cost thresholds or other thresholds.

iv. Lender's Right to Adjust Future Compensation. Broker understands and agrees that Lender, in its sole and absolute discretion, may use criteria such as but not limited to loan quality, performance of prior loans (including early payment default, early payoff, accuracy, and completeness), and compliance with standards required by the Guidelines, to adjust up or down future Broker compensation. Provided, however, that changes to compensation shall not occur except at such intervals as Lender decides in its sole and absolute discretion, but in no event more frequently than quarterly. Any requests from Brokerto adjust compensation amounts may be considered at Lender's sole and absolute discretion, and the implementation thereof, if acceptable to Lender, may be delayed to such time as Lender determines, including but not limited to the expiration of any then current rate plans. Adjustments will not be made based on the terms of the Broker's Loans.

(b) Switching Between Lender and Borrower Paid Compensation. In the event a Loan Submission is to be changed from providing for Borrower-paid Broker compensation to Lender- paid Broker compensation, or from Lender-paid Broker compensation to Borrower-paid Broker compensation, it may be done with Lender's prior written consent only, and subject to Lender's requirements and applicable laws, regulations and requirements.

(c) Broker Compensation to be Paid by Borrower.

i. Generally. Broker may not impose any fees upon Borrower for any reason except as provided in this Agreement, and only to the extent permissible under Applicable Requirements; *provided, that*: (i) if required by Applicable Requirements, such fees shall be imposed pursuant to a duly executed written agreement between Broker and Borrowers; and (ii) Broker shall provide Borrowers with any disclosure statement required by Applicable Requirements. Broker shall provide Lender with a copy of each such written agreement and disclosure statement along with each Application delivered to Broker hereunder. If requested by the Borrower and supported by the appraisal, such brokerage fee may be financed in the Loan principal and paid to Broker on behalf of the Borrower at or after Closing; *provided, however*, that in all events such compensation shall be disclosed on the Loan Estimate, and on the Closing Disclosure, in accordance with Applicable Requirements. Broker acknowledges and agrees that it may not receive any compensation or fees in excess of amounts disclosed in accordance with Applicable Requirements and Lender's requirements.

ii. Funds for Compensation When Borrower-Paid. On Loans for which the Borrower is to pay Broker its compensation, Broker will not accept any compensation from the Borrower unless it is paid with

Borrower's own funds or principal proceeds of the Loan, and in no event from premium pricing interest rate credits received for the benefit of Borrower from Lender. To the extent they exist, such interest rate credits may be used only for third-party closing costs or other costs of Borrower in connection with the Loan. Such interest rate credits will not result in the Broker Fee paid by the Borrower being less than the entire Broker Fee.

Exempt Transactions. The provisions of this Article II apply only to consumer credit transactions secured by a dwelling, as those terms are defined in TILA and Regulation Z. For transactions that are not subject to the loan originator compensation rules, 12 C.F.R. §1026.36, Lender and Broker shall separately negotiate and determine the Broker's compensation.

ARTICLE III REPRESENTATIONS, WARRANTIES OF BROKER

Broker represents and warrants to Lender as of the date hereof and the date of each Loan Submission and Closing as follows:

3.1 **Due Organization and Regulatory Approvals.** Broker is and shall continue during the term of this Agreement duly organized, validly existing and in good standing under the laws of its state of organization. Broker and its individual loan originators have and shall continue to maintain in full force and effect all licenses, authorization, approvals, registrations, and certifications in all appropriate jurisdictions to conduct all activities performed with respect to the brokering of the Loans, as necessary and applicable, including, without limitation, as required by the S.A.F.E. Mortgage Licensing Act of 2008. Broker is approved and in good standing with each Insurer. Broker meets any and all of the eligibility criteria specified by Lender.

3.2 **Authority and Capacity.** Broker has all requisite power, authority and capacity to enter into this Agreement and to perform its obligations hereunder. The execution and delivery of this Agreement, and any related agreements or instruments and the consummation of the transactions contemplated hereby and thereby, each has been duly and validly authorized by all necessary corporate actions or other actions. This Agreement and any related agreements or instruments each constitute a valid and legally binding agreement of Broker enforceable in accordance with its terms.

3.3 **Effective Agreement.** The execution, delivery and performance of this Agreement, and any related agreements or instruments by Broker, its compliance with the terms hereof and thereof, and consummation of the transactions contemplated hereby and thereby, will not violate, conflict with, result in a breach of, constitute a default under, be prohibited by, or require any additional approval under its articles of incorporation, bylaws, or other governing documents, or any instrument or agreement to which it is a party or by which it is bound or that affects the purchase, pooling or servicing of the Loans, or any Applicable Requirement related thereto.

3.4 **Compliance with Contracts and Regulations.** Broker has complied with all Applicable Requirements with respect to the conduct of its business.

a. **Fair Lending:** The federal Equal Credit Opportunity Act (ECOA) (15 U.S.C. §§ 1691 et seq.) and its implementing regulation, Regulation B (12 C.F.R. Part 202), prohibit discrimination in any aspect of a credit transaction. The prohibited bases of discrimination under the ECOA are the following: race; religion; national origin; sex; marital status; age (provided that the applicant has the capacity to enter a binding contract); the applicant's receipt of income through a public assistance program; and the good faith exercise of the applicant of a right under the federal Consumer Credit Protection Act (15 U.S. U.S.C. §§ 1601 et seq.).

In complying with applicable fair lending laws, Brokers will refrain from the following practices,which may be perceived as discriminatory in nature:

- Failing to provide information or services, or providing different information or services, to applicants in any aspect of the lending process, including credit availability, application procedures, and lending standards, based on any prohibited basis;
- Discouraging, or selectively encouraging applicants, with respect to inquiries about or applications for credit, based on any prohibited basis;
- Refusing to extend credit, or using different standards in determining whether to extend credit to applicants, based on any prohibited basis;
- Varying terms of credit offered, including the amount, interest rate, duration, or type of loan, based on any prohibited basis; and
- Using different standards to evaluate collateral offered by applicants based on any prohibited basis.

b. **Anti-Money Laundering and Bank Secrecy Act**. Broker understands that on February 14, 2012, the United States Department of Treasury Financial Crimes Enforcement Network issued a final rule (31 CFR parts 1010 and 1029, Anti-Money Laundering Program and Suspicious Filing Report Filing Requirements for Residential Mortgage Lenders and Originators) requiring non-bank residential mortgage lenders, mortgage loan brokers and originators to establish an Anti-Money Laundering ("AML") Program and to file Suspicious Activity Reports ("SARs") under the Bank Secrecy Act ("BSA"). Broker also understands that they are not exempt under this rule and shall ensure that the requirements of the regulation are being met and confirms that an AML program has been developed, and is implemented, maintained and updated as needed or as may be required by regulation, industry standards, or otherwise on an ongoing basis which complies with 31 CFR parts 1010 and 1029, including, but not limited to the following: (1) the development of internal policies, procedures, and controls; (2) the designation of a compliance officer; (3) an ongoing employee training program; and (4) an independent audit function to test programs.

35 **Litigation.** There is no litigation, proceeding, claim, demand or governmental investigation pending or, to the knowledge of Broker, threatened, nor is there any order, injunction or decree outstanding against or relating to Broker, that could have a material adverse effect upon any of the Loan Submissions or Loans, result in liability to Lender, or materially impair the ability of Broker to perform its obligations hereunder, nor does Broker know of any material basis for any such litigation, proceeding, claim or demand or governmental investigation. Broker is not in default with respect to any order of any court, governmental authority or arbitration board or tribunal to which Broker is a party or is subject, and Broker is not in violation of any Applicable Requirements to which it is subject. Broker is not, and has never been, the subject of disciplinary proceedings, approval or license suspension, or revocation by FHLMC, FNMA, HUD, FHA,CFPB, or any other regulatory body of any state or the federal government, with whom the Broker is or was licensed, that have not been disclosed to Lender.

36 **Statement Made.** No representation, warranty or written statement made by Broker in the application to Lender to become eligible to submit Loan Submissions, this Agreement, or in any report, written statement or certificate furnished to Lender in connection with the transactions contemplated hereby by Broker, including, without limitation, in a Loan Submission, contains, or will contain, any untrue statement of a material fact or omits, or will omit, to state a material fact necessary to make the statements contained herein or therein not misleading. The information contained in the application of Broker to Lender for approval to submit Loan Submissions continues to be true, accurate and complete, except as otherwise disclosed in writing to Lender. Lender has a ZERO Tolerance for any type of fraud and Lender will report and prosecute, as

applicable. Fraudulent loans cannot be sold into the secondary market, and if sold, will require repurchase by the Broker.

THE SUBMISSION OF A LOAN APPLICATION CONTAINING FALSE INFORMATION IS A CRIME!!

Types of "Loan Fraud"

1. Submission of inaccurate information, including false statements on loan application(s) and falsification of documents, purporting to substantiate credit, employment, deposit and asset information, personal information including identity, ownership / non-ownership of real property.
2. Forgery of partially or predominately accurate information.
3. Forgery of borrower's signatures or e-signature on any disclosures or documents.
4. Lack of due diligence by Broker / Loan Originator / processor, including failure to obtain all information required by the application and failure to request further information as dictated by borrower's response to questions.
5. Unquestioned acceptance of information or documentation which is known, should be known, or should be suspected to be inaccurate.
6. Allowing an applicant or interested third-party to "assist with the processing of the loan".
7. Broker's processors non-disclosure of relevant information.

3.7 Nature of Services. The Services performed by Broker under this Agreement shall be performed in a competent, timely, professional and workmanlike manner, and each of Broker's employees shall have the requisite expertise and proper skill, training and background so as to be able to perform in such a manner with qualifications reasonably acceptable to Lender.

3.8 Net Worth. As of the date of this Agreement and throughout the term of this Agreement, Broker has and will maintain the minimum net worth as required for a licensed mortgage broker, mortgage banker, or lender, as applicable, in the states in which it conducts, solicits, brokers or otherwise participates in loan originations. Refer to Exhibit A for minimum net worth requirements to maintain pricing and approval.

ARTICLE IV MORTGAGE LOAN REPRESENTATIONS AND WARRANTIES

Broker represents and warrants to Lender as of the date of each Loan Submission and Loan as follows:

4.1 Investor Guide Requirements. Each Loan Submission conforms to the specifications set forth by Lender, including, without limitation, the Guidelines, and to Investor and Insurer regulations, rules, guides and handbooks for loans eligible for sale to, insurance by or pooling to back securities issued or guaranteed by, Lender, Investor or Insurer. Broker does not know of any circumstances or conditions with respect to the Mortgaged Property, Borrower or Borrower's credit standing that could be reasonably expected to cause Lender not to make the Loan; cause private institutional investors or an Investor to regard the Loan as an unacceptable investment; cause the Loan to become delinquent; or adversely affect the value or marketability of the Loan.

4.2 Enforceability of Loan. The Loan, when made by Lender, will not be subject to any right of rescission, set-off, counterclaim or defense, including the defense of usury, nor will the operation of any of the terms of the Note or the Mortgage Instrument, or the exercise of any right thereunder, render the Loan unenforceable, in whole or in part, or subject to any right of rescission, set-off, counterclaim or defense, including the defense of usury, as a result of any act, error or omission of Broker or of any other Person of

which Broker is aware. In the event that the submission of a Loan to Lender by Broker results in funding which is subsequently rescinded by the borrower pursuant to the Truth-In- Lending Act, Regulation Z or any similar law or regulation, Broker shall immediately reimburse Lender the full amount of any broker fees, however denominated, which Lender paid to the borrower as a result of the borrower's rescission.

4.3 Regulatory Compliance; Loan Options Safe Harbor. Any and all Applicable Requirements applicable to the Loan Submission and Loan have been complied with, and Broker shall maintain in its possession, available for Lender's inspection, and shall deliver to Lender upon demand, evidence of compliance with all such Applicable Requirements. All disclosures provided to Borrower, whether made by Broker, Lender or a third party (i) are true, complete and correct; (ii) were made timely in compliance with all Applicable Requirements; and (iii) are within all applicable tolerance levels for fees or charges.

Additionally, for each Loan Submission submitted by Broker to Lender where Lender is to pay Broker compensation, Broker shall, in a timely manner, present each Borrower with the loan options necessary to meet the "safe harbor" provisions to comply with the prohibition on steering under Regulation Z, 12 C.F.R. § 1026.36(e), as may be amended from time to time (along with any other Applicable Requirements). Broker will not guide, incent or otherwise cause a Borrower to pick one lender over another because of compensation or other benefits to Broker. Each loan option disclosure shall be provided not later than three business days after Broker's receipt of a Borrower's Application, unless materially impracticable, in which case it shall be provided no later than seven business days after Broker's receipt of a Borrower's Application. A copy shall be included in each applicable Loan Submission delivered to Lender.

4.4 Appraisals; Loan to Value Ratio.

1. To the best of Broker's knowledge, the actual loan-to-value ratio of each Loan will not exceed the maximum amount permitted under the Guidelines or by Investors and Insurers for such Loan.
2. In connection with Loan Submissions, all appraisals must be ordered and completed in compliance with all Applicable Requirements, including the AIR. Lender will not accept any appraisal report completed by an appraiser selected, retained, or compensated in any manner by any interested third party (including any real estate agent or broker not approved by the Lender). Appraisals must be ordered through Lender's approved AMC.
3. Lender will not accept appraisals ordered by a Borrower or by a real estate agent.

Broker, or anyone associated with the Broker, will not contact the appraiser regarding value or influencing value. Broker agrees to all AIR requirements and certifies on each loan submitted to Lender that AIR has not been violated.

4.5 Compensation. No Broker Fee exceeds the maximum amount permitted by, or that was calculated in a manner inconsistent with, Applicable Requirements. Broker has provided sufficient Services to justify the Broker Fee. Neither Broker nor its officers, agents or employees have received any direct or indirect benefit, fee, commission or other consideration of value from Borrower or any other Person except as disclosed to Borrower.

4.6 No Interested Party Transactions. Broker shall not submit, and Lender will not accept, Loans in which the Broker or any Person related to or affiliated with the Broker acts as a real estate agent or broker is also a party to the transaction, including being a borrower or being a guarantor, partner, seller, owner, or manager of the Borrower. Lender will not accept Loans made to Broker's employees or to agents of Broker. Lender will not accept Loans in which the escrow company or other Closing Agent is owned by or affiliated

with Broker. Additionally, Broker shall not submit, and Lender will not accept, Loans in which the Broker or any Person related to or affiliated with the Broker acts as a real estate agent or broker on a loan.

ARTICLE V COVENANTS

5.1 **No Personal Solicitation.** In connection with any transactions, Broker agrees not to refinance or cause to solicit for refinance, in whole or in part, any Loan submitted to and funded by Lender for a period of twelve months from the funding date of the Loan. Neither Broker nor its affiliates or agents will prepare or disseminate, for compensation nor otherwise, any mailing list of the Borrowers to Persons other than Lender. Notwithstanding the foregoing, it is understood and agreed that promotions undertaken by the Broker or any affiliates that are directed to the general public at large, including newspaper, radio, television, and online advertisements, and requests for referrals, shall not constitute a violation of this Section 5.1.

5.2 **Further Assurances.** Broker shall promptly, upon the reasonable request of Lender or its representatives, execute, acknowledge, deliver or perform all such further acts, deeds, assignments, transfers, conveyances and assurances as may be (i) required for the better vesting and confirming to Lender and its successors and assigns of title to the Loan Submissions and Loans; (ii) necessary to enable Lender to file any reports due in connection with the Loan Submissions, Loans or Servicing Rights; (iii) necessary to determine the continuing eligibility of Broker to submit Loan Submissions to Lender; or (iv) otherwise necessary to effect the transactions provided for in this Agreement. Broker shall cooperate with Lender in Lender's quality control efforts.

5.3 **Notices.** Broker shall give prompt written notice to Lender of any action, event or condition of any nature which may lead to or result in a material adverse effect upon the business, operations, assets, or financial condition of Broker, the Loan Submissions or the Loans or of any of the circumstances outlined in Section 5.2 hereof. Broker will immediately notify Lender upon any of the following: (i) if Broker or individual loan originators fails to maintain any license or registration applicable in each jurisdiction which governs Broker's activities under this Agreement; (ii) if Broker becomes subject to any enforcement and/or investigative proceeding by any licensing or regulatory authority or agency; if Broker is named as a party or becomes involved in any material litigation; or (iv) if Broker or any of its principal directors or owners becomes the subject of any bankruptcy proceeding or has incurred or is likely to incur a material adverse change in its/their financial condition.

5.4 **Governmental Approvals.** Broker shall obtain and maintain in full force and effect, and satisfy at all times all related eligibility criteria in order to maintain in full force and effect, without material impairment, suspension or revocation, all federal and state governmental approvals, registrations, qualifications, permits and licenses, to the extent required, necessary both to perform its obligations hereunder.

5.5 **Compliance**. Broker will comply with all Applicable Requirements with respect to the conduct of its business. Without in any way limiting the preceding sentence, Broker shall ensure that the fees, charges, terms, and service providers listed on each Loan Estimate it issues are consistent with Lender's requirements for such disclosures, including but not limited to those provisions of this Agreement relating to fees as contained in Sections 2.2, 4.3 and 4.5. Broker shall take all necessary steps to ensure that Lender is in a position to timely and accurately re-disclose such Loan Estimates upon a Borrower-requested change or other applicable changed circumstance when Broker receives, or is otherwise involved with, the information constituting such Borrower request or changed circumstance.

5.6 **No Agency Relationship**. Nothing in this Agreement or in connection with Broker's submission of any Loan Submission to Lender shall create or be deemed to create a partnership, joint venture,

agency or employment relationship between Broker and Lender. Nothing in this Agreement shall be construed

to create an exclusive relationship in any market or geographic area between Lender and Broker. Broker acknowledges that Lender has entered into agreements with other brokers that are the same or similar to this Agreement. Broker covenants and agrees that Broker shall not in any way represent or imply to any Borrower that Broker is in any way affiliated or connected with Lender or that Broker has any power or authority to bind Lender, including any representation that Broker's office is an office or branch of Lender. Broker shall have no agency, power or authority to undertake any other act or transaction on behalf of or as agent of Lender.

ARTICLE VI REMEDIES

6.1 Indemnification. In addition to any other rights and remedies that Lender may have, Broker shall indemnify and hold Lender, its stockholders, affiliates and respective officers, directors, employees and agents, harmless from and against, and shall reimburse it or them for, any repurchase demand by an Investor, any losses (including pair-off fees and loss of Servicing Rights), damages, deficiencies, claims, causes of action or expenses of any nature (including reasonable attorney's fees) incurred before or after any Closing Date to the extent allowed by the Applicable Requirements and that result from:

any misrepresentation made by Broker, or any breach of warranty by Broker, contained in this Agreement, or in any schedule, exhibit, report, statement or certificate furnished by Broker pursuant to this Agreement, irrespective of any actual or constructive knowledge by Broker of such misrepresentation.

(a) the non-fulfillment or non-performance of any covenant, obligation, duty, requirement, condition or action required of Broker pursuant to this Agreement; or

(b) any fraud in connection with any Loan Submission or the origination of any Loan, whether or not as a result of any act or omission of Broker, or any employee, representative, independent contractor or agent of Broker.

6.2 Repurchase of Loans.

(a) **Indemnification by Broker Prior to Closing Date**. If there exists a basis to demand indemnification under Section 6.1 hereof that materially and adversely affects a Loan after Lender has accepted the Loan Submission but prior to Closing Date, Lender shall make, and Broker shall accept, a reassignment of such Loan Submission, whereupon Broker shall indemnify and hold Lender harmless as provided in Section 6.1.

(b) **Indemnification by Broker After Closing Date.** If there exists a basis to demand indemnification under Section 6.1 hereof with respect to any Loan that: (i) materially and adversely affects the value of a Loan or Lender's interest in such Loan, or (ii) that is related to any Investor's demand that Lender repurchase such Loan from such Investor, and Broker (if requested by Lender to cure such breach) cannot cure any Loan in accordance with Section 6.3, Broker shall, *at Lender's option*, purchase such Loan, including the Servicing Rights, from Lender or the applicable Investor or Insurer at the Purchase Price within two business days following the expiration of the related cure period. Any purchase of a Loan pursuant to the foregoing provisions of this Section 6.2 shall occur on a date designated by Lender and shall be accomplished by wire transfer of immediately available funds on the purchase date to an account designated by Lender.

The "Purchase Price" under this Section 6.2 for any purchased Loan or related Mortgaged Property shall equal the sum of each of the following (as applicable):

(i) the aggregate unpaid principal balance of the Loan, net of any escrow balances, multiplied by the percentage of par paid to any Investor or Insurer to repurchase the Loan;
(ii) all accrued and unpaid interest thereon through the end of the month in which the purchase occurs;
(iii) the Broker Fee; and
(iv) all other unreimbursed costs, expenses and advances incurred by Lender in connection with such Loan after the Closing Date.

Broker' s Right to Cure. In the event there exists a basis to demand indemnification under Section 6.1 hereof with respect to any Loan Submission or Loan, in addition to any other rights and remedies that Lender may have, Lender, subject to any limitations of Applicable Requirements or applicable Insurer or Investor requirements, may demand that Seller cure such breach in all material respects. Broker shall have ten days to cure any breach which is susceptible of cure. Even if Broker cures such breach, it shall remain liable to Lender for the indemnification of any remaining claims pursuant to Section 6.1.

6.3 Allocation of Risk. For purposes of this Article VI and for purposes of determining whether Lender is entitled to indemnification pursuant to this Article VI, any breach of or inaccuracy in any representation or warranty shall be determined without regard to any materiality qualifications set forth in such representation or warranty, and all references to the terms, "knowledge," "material," "materially,""materiality," "material adverse effect" or any similar terms shall be ignored for purposes of determining whether such representation or warranty was true and correct when made.

6.4 Early Payoff. With respect to any Loan that prepays in full on or prior to the borrower making 6 (six) scheduled monthly mortgage payments following the related Closing Date, Lender may, in its sole discretion, subject to Applicable Requirements, require Broker to reimburse Lender all compensation received by Broker for such Loan. With respect to any Loan that prepays in full on or prior to the borrower making 6 (six) scheduled monthly mortgage payments that has a pre-payment penalty associated with it, the Lender, at its sole discretion, may apply the amount of the prepayment penalty paid by the borrower to the early payoff fee and require the Broker to pay any shortfall. Payment by Broker to Lender shall be accomplished by wire transfer with fifteen business days following receipt from Lender of written demand from Lender pursuant hereto. Any refund will comply with the loan originator compensation rules under the Truth in Lending Act, 12 C.F.R. § 1026.36(d) & (e), as may be amended from time to time.

6.5 Early Default. If any loan submitted by Broker to SOLVE MORTGAGE shall be in default (30 days or more delinquent; lack of hazard insurance) within one hundred eighty (180) days of the date the Mortgage Loan was consummated/funded, then Broker shall, within twenty (20) days after receipt of notice from SOLVE MORTGAGE, reimburse the amount of any "service release premium" and/or "yield spread premium fee" (as those terms are defined for federal disclosure purposes) previously paid to Broker by SOLVE MORTGAGE as compensation (full premium recapture) inaddition to an administration fee of $3,000. Payment by Broker to Lender shall be accomplished by wire transfer with fifteen business days following receipt from Lender of written demand from Lender pursuant hereto. Any refund will comply with the loan originator compensation rules under the Truth in Lending Act, 12C.F.R. § 1026.36(d) & (e), as may be amended from time to time.

ARTICLE VII PRIVACY REQUIREMENTS AND CONFIDENTIAL INFORMATION

7.1 Privacy. Except as otherwise agreed by the Parties and permitted by the Privacy Requirements, Broker shall: (a) use Customer Information only for the express purposes set forth in this Agreement; and (b) disclose Customer Information to Persons only as necessary to implement of the provisions hereof in a manner consistent with the Privacy Requirements. Each Party shall assess, manage, and control risks relating to the security and confidentiality of Customer Information, and shall implement the standards relating to such risks in the manner set forth in the Interagency Guidelines. Each Party shall comply with the Privacy Requirements applicable to such Party.

7.2 Confidential Information. Except as otherwise agreed to by the Parties or by the Applicable Requirements, the Parties shall hold in strict confidence the transaction described and the terms and conditions of this Agreement, and other Confidential Information. The Parties acknowledge that confidentiality is fundamental to the performance of this Agreement. At all times during and after the term of this Agreement, each Party and its employees, agents, officers, and consultants shall: (a) not disclose Confidential Information to any third Person; (b) prevent disclosure to any third Person; (c) not use any Confidential Information disclosed thereto by the other Party except as expressly permitted in this Agreement; and (d) take all reasonable measures to maintain the confidentiality of all Confidential Information of the other Party in its possession orcontrol, which shall in no event be less than the measures it uses to maintain the confidentiality of such receiving Party'sown information of similar importance.

7.3 Information Security. Broker acknowledges that protecting Customer Information is of paramount importance to Broker and Lender. Broker shall take all necessary precautions to assure compliance with this Agreement by any third parties with whom Broker is transacting business. Broker shall, in any event, be responsible for any breach of this Agreement by any employee, agent, officer, or consultant of Broker. At a minimum, Broker shall be responsible for establishing and maintaining an information security program that is designed to: (i) insure the security and confidentiality of Customer Information and Non-Public Private Information (NPPI) per GLBA; (ii) protect against any anticipated threats or hazards to the security or integrity of Customer Information, and (iii) protect against unauthorized access to or use of Customer Information that could result in substantial harm or inconvenience to Lender or any of its customers. Broker shall have appropriate systems in place to provide prompt and timely notice to Borrowers of any breach of security such that unauthorized access to Customer Information or threats to the security or integrity of Customer Information have been detected and shall cooperate with Lender in expeditiously resolving any such occurrence to the satisfaction of Lender. Additionally, Broker shall notify Lender of any such breach of security within one (1) business day of discovery of the breach. Broker will comply with any additional requests by Lender to modify its systems to protect Customer Information. Broker shall be responsible for any activities conducted on Lender's website or systems using log-in identification assigned to Broker by Lender, whether ornot conducted by Broker, and will not allow any other Person to use the assigned log-in identification or improperly access Lender's website or systems. Broker shall (i) keep the assigned log-in identification and all other information enabling such access strictly confidential; (ii) not access any Lender systems or data other than that which is specifically authorized; (iii) not intentionally or negligently spread viruses or other malicious computer code to Lender systems; (iv) not install, download, or access any unauthorized software application or tool; (v) not download, transfer, save or otherwise keep any data except as expressly authorized in writing by Lender in accordance with any terms or limitations required by Lender; and (vi) otherwise comply with Lender's policies and procedures then in effect. In connection with Broker's accessing such Lender website(s), Broker shall use a current and active anti-virus software program that is at least consistent with the commonlyaccepted industry standards also shall run such anti-virus software program on at least a daily basis and update it on at least a daily basis, including without

limitation, obtaining and implementing the most currently available virus signatures on a daily basis. Broker shall immediately notify Lender of any critical situation that might put Lender's systems and networks at risk.

7.4 **Web Administrator**. Because access to Priority Wholesale Lending electronic loan origination system provides Broker with access to Confidential Information, Broker shall appoint a Web Administrator who will be the only individual authorized to manage web user access to this system. The Web Administrator is responsible for notifying Lender whenever an employee with access to this system has been terminated or no longer requires access within 24 hours. Broker may appoint more than one individual as a Web Administrator through the use of the identification form included as Exhibit B to this Agreement.

7.5 **Secure Communication**. When communicating with Borrowers electronically, Broker shall communicate with Borrowers exclusively through a secure communications portal.

7.6 **Non-Solicitation.**

A. EMPLOYEES AND CONTRACTORS: Broker agrees that he or she shall not, for himself or herself, or on behalf of any other person, firm, or entity or in connection with any other person, firm, or entity, directly or indirectly approach, counsel, or attempt to induce any past, present, or future employee, Broker, independent contractor or agent to leave or terminate his, her, or its relationship with the Lender for a period of one (1) year from expiration of the term of this Agreement or termination of his/her employment, whichever time period is longer.

B. CLIENTS/CUSTOMERS: Broker agrees that he or she shall not, for himself or herself, or on behalf of any other person, firm, or entity or in connection with any other person, firm, or entity, directly or indirectly approach, encourage, or attempt to solicit business from any past or present client or customer of Lender to for the purpose or effect of competing with or undermining Lender's business, including without limitation, applying for, obtaining, pre-paying, refinancing, or modifying a mortgage loan in whole or in part, for a period of one (1) year from expiration of the term of this Agreement or termination of his/her employment, whichever time period is longer.

C. VENDORS: Broker agrees that he or she shall not, for himself or herself, or on behalf of any other person, firm, or entity or in connection with any other person, firm, or entity, directly or indirectly approach, encourage, or attempt to induce any vendor, supplier, or other business relation of Lender to cease or reduce doing business with Lender, or in any way interfere with the relationship between any such vendor, supplier, or other business relation and Lender, for a period of one (1) year from expiration of the term of this Agreement or termination of his/her employment, whichever time period is longer.

D. Broker specifically agrees that any interference with Lender's business in violation of the above provisions is a tortuous interference with the business of Lender and that Lender would be entitled to injunctive relief should such interference occur.

ARTICLE VIII TERMINATION

8.1 **Termination**. This Agreement may be terminated at any time: (a) by mutual written consent of the Parties; (b) by either Party, without cause, upon ten (10) days' written notice to the other Party; or (c) by Lender immediately if (i) any material adverse change occurs in the brokering or business, operations, assets, senior officers, or financial condition of Broker or its quality of origination operations; or (ii) there occurs any of the circumstances outlined in Section 6.1(a)-(c) hereof. In the event of termination, this Agreement shall forthwith become void and Lender shall not be required to continue with any Loan Submissions; *provided, however*, that

termination shall not release any Party from liability for its own misrepresentation or for any breach by it prior to such termination of any covenant, agreement, representation or warranty contained herein.

ARTICLE IX MISCELLANEOUS

9.1 Survival. The representations, warranties, covenants and agreements contained in this

Agreement shall survive the applicable Closing Date and delivery of the Loans to Lender and shall not terminate, notwithstanding the termination of this Agreement or Lender's examination or failure to examine any Loan Submission or Lender's approval of any Loan Submission or funding of any Loan. In addition, the Parties' rights and obligations under Articles VI through VIII, and Sections 9.7, 9.15, 9.18, and 9.19 shall survive the termination of this Agreement.

9.2 Amendment. Lender may modify or amend this Agreement and the Guidelines any time by providing written notice thereof to Broker. Such amendment shall be effective upon receipt by Broker. If such amendment affects the substantive rights of Broker hereunder, such amendment shall operate prospectively only. If Broker refuses to accept any such amendment, Lender may terminate this Agreement immediately without notice thereof to Broker. Broker may not amend this Agreement except by an instrument in writing signed on behalf of each of the Parties.

9.3 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall be considered one and the same instrument.

9.4 Entire Agreement. This Agreement, together with the Guidelines, contains the entire agreement between the Parties and supersedes all prior agreements, arrangements and understandingsrelating to the subject matter thereof. There are no written or oral agreements, understandings, representations or warranties between the Parties other than those set forth herein and therein.

9.5 Rights Cumulative, Failure to Pursue Remedies. The use of any one right or remedy by any Party under this Agreement shall not preclude or waive its right to use any or all other remedies under this Agreement. The failure of any Party to seek redress for violation of, or to insist upon the strict performance of, any provision of this Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

9.6 **Notices.** All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given: (a) when delivered, if sent by registered or certified mail (return receipt requested); (b) when delivered, if delivered personally or (c) on the second following business day, if sent by United States Express Mail or overnight courier, in each case to the Parties at the following addresses (or at such other addresses as shall be specified by like notice):

If to Lender:	**If to Broker:**
PFN Lending Group, Inc.	
dba Solve Mortgage	
5016 N Parkway Calabasas, Suite 200	
Calabasas, CA 91302	

Attn: Anthony Amini, President	Attn:
Email: compliance@priorityfinancial.net and to TPO@SolveMortgage.com	Email:

9.7 Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of California without reference to the choice of law principles thereof. In the event that any legal action or other proceeding is taken in connection with this Agreement, the exclusive proper venue for said action or proceeding shall be in Los Angeles County, California.

9.8 Severability. In case any provision in this Agreement shall be declared or held invalid, illegal or unenforceable, in whole or in part, whether generally or in any particular jurisdiction, such provision shall be deemed amended to the extent, but only to the extent, necessary to cure such invalidity, illegality or unenforceability, and the validity, legality and enforceability of the remaining provisions, both generally and in every other jurisdiction, shall not in any way be affected or impaired thereby.

9.9 Successors and Assigns. This Agreement shall be binding upon the Parties and their respective successors and assigns and shall inure to the benefit of the Parties and their respective permitted successors and assigns. Broker shall not assign this Agreement or any rights hereunder, including, but not limited to, the right to receive compensation or money due hereunder, without the prior express written consent of Lender. Broker shall not delegate any duty hereunder without the prior express written consent of Lender.

9.10 Relationship of Parties. The relationship between the Parties is an independent contractor relationship, and Broker is not, and shall not represent to third Persons, that it is acting as an agent for and on behalf of Lender. Notwithstanding the foregoing, Broker acknowledges that it has a duty to Lender to deliver eligible Loan Submissions and Loans for sale and assignment to Lender.

9.11 No Third Party Beneficiaries. Except as expressly provided herein, nothing in this Agreement is intended to confer any right, remedy, obligation or liability upon any Person other than the Parties and theirrespective successors and permitted assigns.

9.12 **Records.** At all times during the term of this Agreement and the greater of: (a) five years following termination of this Agreement; or (b) such other time period as required by Applicable Requirements following termination of this Agreement, Broker shall maintain at its principal office a complete set of files and records of all business, activities, and operations conducted by Broker under and in connection with this Agreement. Lender and its duly authorized agents, representatives, and employees shall have a right to audit, inspect, and copy any of such files or records. Broker shall cooperate and assist Lender in any such audit or inspection.

9.13 No Exclusivity. This Agreement shall be nonexclusive as to both Lender and Broker. Notwithstanding anything to the contrary contained herein, Lender may make Loans with or without the assistance of Broker and may use the services of other correspondents or brokers and Broker may contract to provide its services to other lenders.

9.14 Financial Statements. Upon written request of Lender, and annually during the term of this Agreement, Broker shall deliver to Lender a complete set of (a) unaudited, certified financial statements for the preceding fiscal year; and/or (b) unaudited, certified financial statements for the immediately preceding fiscal quarter.

9.15 **Audit and Reports.** Lender may periodically conduct compliance and quality control audits of the Loan Submissions submitted by Broker to Lender to re-verify any documentation and factual representations contained therein, and periodically conduct an audit of payments made by Broker to its employees in connection with Loans funded by Lender. Lender shall be entitled to audit Broker's operations, practices, policies and procedures, and to inspect its premises, from time to time during business hours and upon reasonable notice, so that Lender may perform quality control tests and compliance audits. Broker shall cooperate with Lender and assist in such quality control and audit reviews. Broker shall provide to Lender such periodic reports requested from time to time relating to all payments made to Broker by Borrowers or relatingto all payments or other benefits given by Broker to its employees, in connection with Loans funded by Lender, containing such information as Lender shall reasonably require.

9.16 Upon a written request by Lender, Broker will submit to Lender a complete, approved set of its policies and procedures within 48 hours of the request, inclusive of the following:

- AIR Policy
- Loan Origination Policy
- UDAAP Policy
- Organization's Hiring Policy
- Security – GBLA Policy

9.17 **Attorneys' Fees.** In the event of a dispute between Lender and Broker relating to or arising out of this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and costs and court costs from the non-prevailing Party.

9.18 **Waiver of Jury Trial.** Each Party hereby knowingly, voluntarily and intentionally waives the right such Party may have to a trial by jury in respect of any litigation relating to or arising out of, under, or in connection with this Agreement and any document to be executed in conjunction with this Agreement, or any course of conduct, course of dealing, statements (whether oral or written) or action of either Party. ***This provision is a material inducement for Lender to enter into this agreement.***

9.19 **Right of Offset**. To the extent allowed by the Applicable Requirements, amounts owed by Broker to Lender under this Agreement may, at Lender's option and in its sole discretion, be offset by Lender against any payments then or thereafter owed by Lender to Broker.

9.20 **Corrective Changes**. Broker hereby grants consent to Lender to cure any deficiencies or errors to the documents in either the Loan Submission and/or the documents assigned to Lender in connection with the origination, closing, funding or delivery to Lender of any Loan.

9.21 **Effective Date.** The terms and conditions of this Agreement shall be effective for all Loan applications received by Lender on or after date of this Agreement.

9.22 **Electronic Commerce.** Notwithstanding anything to the contrary in this Agreement, this Agreement and any other documents delivered in connection with this Agreement may be delivered, executed and/or amended (any such amendment to be with the express mutual consent of the parties) electronically and such electronic transactions shall be legally valid, binding and enforceable in accordance with their terms. Each party agrees that where a signature is required, the electronic signature of its authorized officer shall be sufficient to verify that such party reviewed, accepted and authenticated the relevant agreement, amendmentor other document. A party shall be entitled to rely upon the validity and authenticity of the other party's electronic signature. The parties agree not to contest the validity and enforceability of any electronic documents delivered

in connection with this Agreement under the provisions of any applicable law relating to whether certain agreements are to be in writing or signed by the party to be bound thereby. Each party shall properly use those security procedures which are reasonably sufficient to (a) ensure that all transmissions of documents pursuant to this Section 9.21 are authorized, and (b) protect its business records from improper access. If either party becomes aware of the unauthorized use of the other party's electronic signature related to this Agreement, such party shall immediately notify the other party of the unauthorized use; provided that the notifying party shall not be responsible for the unauthorized use of the other party's electronic signature. For the purposes of this Agreement, the term "electronic signature" shall be any such signature as defined in the Electronic Signatures in Global and National Commerce Act. Notwithstanding Section 9.7 of this Agreement, the enforceability and validity of electronic records and signatures shall be governed by the Electronic Signatures in Global and National Commerce Act.

9.23 **Training**. Annually, or at the direction of Lender, Lender will require Broker, and Broker will participate in, Fair Lending Compliance Training and Government Monitoring Information Training or additional training as required by Lender. Broker, upon request from Lender, to provide proof of training via certificates or equivalent verification.

IN WITNESS WHEREOF, each of the undersigned Parties to this Broker Agreement has caused this Agreementto be duly executed by a duly authorized representative, all as of the date first written above.

BROKER	**PFN LENDING GROUP, INC., DBA SOLVE MORTGAGE**
Signature	Signature
Print Name:	Print Name: Shannon Millard
Print Title:	Print Title: EVP

EXHIBIT A
BROKER COMPENSATION ADJUSTMENTS

Pursuant to Section 2.2 of this Agreement, the Broker Fee for a Loan Submission and any resulting Loan is to be determined in accordance with a calculation based upon the Broker Compensation Form, subject to adjustment as provided in this Exhibit A, as it may be amended and supplemented from time to time, or as otherwise provided for in the Guidelines, updates or the Broker Compensation Form itself.

Lender may provide adjustments to the Broker Fee as set forth in the Broker Compensation Form which may include increases and decreases, in percentages or in fixed amounts, relating to various factors, as determined by Lender in its sole and absolute discretion (the "Factors"). The Factors may include, but are not limited to, long term performance of Loans, early payment defaults, early payoffs, quality of Loans, and quality of Loan Submissions. Factors will never include the terms of any Loans or any proxies for the terms of any Loans.

A.1 BROKER COMPENSATION FOR CONUSMER LOANS:

All loan programs and the Broker Compensation Plans listed below have been designed not to exceed high-cost loan thresholds.

Source of compensation. For every loan transaction submitted to Lender, the Broker must choose the source of Broker Compensation **prior to loan submission**:

a. Borrower Paid Compensation or;
b. Lender Paid Compensation.

Borrower paid compensation. Borrower paid broker compensation may include seller concessions. Borrower paid compensation is negotiated by the broker directly with the borrower and may vary on each individual loan transaction but, may not exceed the amount that the broker selects for its lender paid broker compensation. The amount is set with the borrower at the time of application and may not change. By choosing to be paid by the borrower, the broker may not receive any compensation directly or indirectly from any other party or entity to the transaction, or outside the transaction, including the lender.

Lender Paid Broker Compensation. When the Lender pays the Broker's compensation, the Broker will be paid according to the Lender paid broker compensation plan. The Broker may select a Lender paid broker compensation plan with a percentage beginning at one percent (1.00%) which is available in increments of one eighth of one percent (0.125%) up to a maximum of three percent (3.00%).

Lender has the sole discretion to limit compensation to borrower paid only if the broker does not meet initial approval guidelines as an exception to be approved.

Broker may choose to limit the amount of Compensation <u>below the maximum allowed by Lender</u> as long asit is consistent on every loan funded by Lender.

Please select the maximum compensation to be received on any loan up to 3.000%:

☐	0.750%
☐	1.000%
☐	1.125%
☐	1.250%
☐	1.375%
☐	1.500%
☐	1.625%
☐	1.750%
☐	1.875%
☐	2.000%
☐	2.125%
☐	2.250%
☐	2.375%
☐	2.500%
☐	2.625%
☐	2.750%
☐	2.875%
☐	3.000%

Broker Compensation Limits Per Loan:

Maximum Compensation: $30,000.00
Minimum Compensation: $1.00

Borrower Paid Compensation:

- Amount of compensation is negotiated with borrower.
- Brokers can lower comp, pay for adjustments or offer credits towards third party costs.
- Borrowers may pay discount points to reduce their interest rate.
- Borrower may use Lender Credit from the interest rate chosen to pay for third party fees, but such Lender Credit may not be used to cover any amount of the Borrower- Paid Broker compensation (Interest rate must be reduced if premium exceeds any third-party fees).
- Broker may not change comp plan from Borrower-Paid to Lender-Paid Compensation.
- Seller credits are considered borrower's funds and applied as principal reduction.
- Broker may charge a broker processing fee in addition to an origination fee as long as the combined total does not exceed their comp plan.

Lender Paid Compensation:

- 100% of the Broker's comp must be paid by Lender.
- Compensation must match exactly to Broker's compensation plan.

- Brokers may change compensation plan on periodic basis, but no less than quarterly.
- New comp will go into effect immediately on effective date requested for new submissions.
- Borrower may use Lender Credits from the interest rate chosen to pay for third-party fees (Interest rate must be reduced if Lender Credit exceeds any third-party fees).
- Borrowers may pay discount points to reduce the interest rate.
- Brokers may not lower compensation, pay for adjustments, offer credits towards third party costs or offer other concessions.
- Broker may change compensation plan from Lender-Paid to a Borrower-Paid Compensation.
- Seller credits are considered borrower's funds and applied as principal reduction.

Third Party Costs. In a Lender Paid Broker Compensation loan, the Lender shall be the only party that shall paythe Broker compensation based on Section D above. In both Lender Paid Broker Compensation loans and

Borrower Paid Broker Compensation loans, a borrower may choose a higher interest rate to cover the third-party closing costs only. None of the excess amounts may be paid to the Broker as compensation.

Dual Compensation Prohibited. Broker agrees that Broker cannot receive compensation from both the borrower and a party other than the borrower (including the lender) for the same transaction. No dual compensation is permitted.

A.2 BROKER COMPENSATION FOR BUSINESS PURPOSE LOANS (Investor DSCR Loans):

- Brokers may earn compensation from a combination of Processing Fees, Lender Paid Broker Rebates AND/OR Borrower Paid Point and fees up to a maximum of 4 point combined with no set compensation plan.

A.3 Operations:

A Borrower may choose a higher interest rate to cover the third-party closing costs. Any excess amounts remaining after the payment of third-party closing costs must be returned to the Borrower. None of the excess amounts may be paid to the Broker.

Broker acknowledges that Lender shall provide Rate Sheets from time to time (sometimes as frequently as daily, if not more frequently as required by market conditions) for the loan pricing available for Borrowers that integrate various factors including Lender's costs of funds and other costs related to Loans including any Broker Fee.

Broker acknowledges that the Broker Fee (i) is compensation for services to be rendered and goods and facilities Broker will provide in connection with the origination, processing, and/or closing of each Loan; (ii) bears a reasonable relationship to the Services rendered and goods and facilities provided; is based upon our good faith estimate of the fair market value of such Services, goods and facilities; (iii) is not excessive or unreasonable under any Applicable Requirement; (iv) is subject to all the terms and conditions of the Mortgage Broker Agreement and that no payment of the Broker Fee is due from Lender unless and until all

requirements in the Mortgage Broker Agreement are satisfied; (v) will be effective for all Loans for which a Loan Submission is given to Lender on or after the effective date as provided by Lender; and (vi) no portion of which will be paid for a given Loan if the Borrower on such Loan pays any broker compensation.

Broker further understands and agrees that this and any subsequent Broker Fee amount is only a request for a Broker Fee to be set, and that Lender, in its sole and absolute discretion, may use criteria such as but not limited to loan quality, performance of prior loans (including early payment default, early payoff, accuracy, completeness), and compliance with standards required by the Guidelines, to adjust up or down future lender-paid compensation; provided, however, that changes to compensation shall not occur except at such intervals as Lender decides in its sole and absolute discretion, and in compliance with Applicable Requirements. Any requests from Broker to adjust compensation amounts may be considered at Lender's sole and absolute discretion, and the implementation thereof, if acceptable to Lender, may be delayed to such time as Lender determines. In addition, changes to the lender-paid compensation plan may be requested as follows:

1) Frequency of Change – Every quarter; change dates are January 1, April 1, July 1, and October 1, if allowed in the sole discretion of Lender and review of current financial statements (income statement and balance sheet).

2) Method of Change – The Compensation Plan Administrator must submit a signed and dated compensation change request form to Lender one week prior to the allowed quarterly change date.

Broker must designate one person to be the Compensation Plan Administrator ("Administrator"). The Administrator will be the person with the sole authority to select and change the Broker's compensation plan on behalf of Broker. The Broker hereby designates the following person as the Administrator and their primary e-mail address is included below:

Compensation Plan Administrator Name:	
Title:	
Primary E-Mail:	

The Broker may change the designated Administrator by providing Lender with written notice signed and dated by the Broker. Steering Borrowers to a Loan based on the fact that the Broker will receive greater compensation for such Loan is prohibited, unless the transaction is in the Borrowers' interest. For each Loan submitted by the Broker, if the compensation source is lender-paid, the Broker must provide to Lender an Anti-Steering Disclosure that describes the options presented to the Borrower for each type of loan in which the Borrower expressed an interest. The Anti-Steering Disclosure must include the following:

1) The loan with the lowest interest rate;
2) The loan with the lowest interest rate without negative features; and
3) The loan with the lowest total dollar amount for origination points or fees and discount points.

The Anti-Steering Disclosure must be acknowledged by the Borrower and included in the Loan File. Broker agrees to provide the Borrower acknowledged Anti-Steering Disclosure upon loan Submission.

Broker shall be solely responsible for the payment of compensation to its loan officers. Broker agrees that all compensation paid by Broker to Broker's loan officers must conform with all of the requirements of TILA and all applicable federal, state and local laws and regulations.

This Addendum supersedes all prior Broker Compensation Forms between the parties and may not be contradicted by evidence of prior or contemporaneous oral agreements between the parties. There are no oral agreements between the parties with respect to the subject matter of this Addendum. In the event of a conflict among any term contained in this Addendum and the Broker Agreement, this Addendum shall control. All other terms in the Agreement not in conflict with this Addendum shall remain in full force and effect.

I, the authorized signer for and on behalf of the Broker hereby elect the following percentage of loan amount for determining Broker's Lender-Paid Compensation amount in compliance with the Board of Governors of the Federal Reserve System's Regulation Z to the Truth in Lending Act, for all loans where borrower(s) have chosen to have BM Real Estate Services, Inc., dba SOLVE MORTGAGE pay the Broker's Compensation.

This Addendum may be executed in counterparts. Each counterpart shall be deemed an original, and all counterparts shall be deemed the same instruments with the same effect as if all parties had signed the same signature page.

BROKER Name:	**PFN LENDING GROUP, INC., DBA SOLVE MORTGAGE**
Signature	Signature
Print Name:	Print Name: Shannon Millard
Print Title:	Print Title: EVP
Date Executed:	Date Executed:

Lender to complete: Broker Approved Compensation PLAN: _____

SOLVE MORTGAGE™
JUMBO & NON-QM WHOLESALE LENDING

EXHIBIT B
WEB ADMINISTRATOR IDENTIFICATION

Date: _____

Company Name: _____

Please identify the Web Administrator(s) for your company. If additional Administrators are required, please submit additional forms. The Web Administrator will be responsible for managing web user authorization to set up and authorize additional employees for various access levels for the PFN Lending Group, Inc. website. In addition, the Administrator will have the highest level of security access to the site. At least one Web Administrator must be identified in order to establish your Web access.

Web Administrator Name:	
Email:	
Address:	
Telephone:	

Web Administrator Name:	
Email:	
Address:	
Telephone:	

Web Administrator Name:	
Email:	
Address:	
Telephone:	

Authorized by: _____
(Signature Required-Officer named on Corporate Resolution as submitted to BM Real Estate Services, Inc. dba Solve Mortgage)

_____
Print Name and Title

The Broker is fully responsible for all commitments or changes to commitments made by Web Users, as outlined in the Seller Guide.

SOLVE MORTGAGE™
JUMBO & NON-QM WHOLESALE LENDING

EXHIBIT C
COMPANY RESOLUTIONTO EXECUTE THE WHOLESALE BROKER AGREEMENT

The undersigned hereby certifies that the following was adopted by the _____ (Board of Directors/LLC Members/Partners)

of _____ (Company Name)

a _____ (Corporation/Limited Liability Company/Partnership) ("Broker") on _____ (Date)

1. Broker is authorized to enter into the Broker Agreement ("Agreement") with PFN Lending Group, Inc. ("Lender"), and has the power and authority to comply with and be bound by the terms and conditions of the Agreement;
2. Lender can rely upon Broker's authority, as described above, as of the date hereof and as of the date of any subsequent transactions under the Agreement;
3. As of the date hereof, any one of the officers, members or partners of Broker, as applicable, expressly noted below, are authorized to make, execute, and deliver on behalf of Broker, this Agreement, the Broker Application in connection herewith, and any and all assignments, conveyance instruments, documents and forms required to be executed in order for Broker to comply with and by bound by the terms and conditions of the Agreement:

Signature:	Date:
Printed Name / Title:	
Signature:	Date:
Printed Name / Title:	
Signature:	Date:
Printed Name / Title:	
Signature:	Date:
Printed Name / Title:	

IN WITNESS WHEREOF, I have hereunto affixed my hand this day of_____, 2022.

_____ _____
Signature Title

SOLVE MORTGAGE™
JUMBO & NON-QM WHOLESALE LENDING

EXHIBIT D
SOLE PROPRIETORSHIP ADDENDUM, if applicable

Date: _____

Company Name: _____

Owner's Name: _____

This exhibit is applicable only if the Broker is organized as a sole proprietorship. Any Broker organized in anyform other than a sole proprietorship should not execute this exhibit. To the extent that the Broker is organized under any other structure, this exhibit does not apply, even if executed by the Broker. Any attempt by a Broker organized in any form other than a sole proprietorship to enforce the provisions of this exhibit will be null and void.

In accordance with the Mortgage Broker Agreement, Broker represents that it is organized as a sole proprietorship that consists of only one individual (or of a husband and wife, to the extent allowed by applicable law). As such, there is no separate legal entity to the Broker, and the owner is personally liable for the debts and actions of the Broker. In accordance with these facts, the Mortgage Broker Agreement is amended as follows:

- **General provisions**: To the extent that the Agreement refers to the Broker and its "employees," "loan originators," "representatives," "officers," "agents," "directors," or any other similar individuals (whether in the plural or singular), that provision shall be interpreted as applying only to the Broker (and the owner's spouse, to the extent applicable).

- **Article I**: The term "Person" shall be defined to include a sole proprietorship and its owner.

- **Article III, Section 3.1**: This section is revised to read as follows (underlined text to be added):

  Due Organization and Regulatory Approvals. Broker is and shall continue during the term of this Agreement duly organized, validly existing and in good standing under the laws of its state of organization, to the extent applicable to a sole proprietorship. Broker and its individual loan originators have and shall continue to maintain in full force and effect all licenses, authorization, approvals, registrations, and certifications in all appropriate jurisdictions to conduct all activities performed with respect to the brokering of the Loans, as necessary and applicable, including, without limitation, as required by the S.A.F.E. Mortgage Licensing Act of 2008. Broker is approved and in good standing with each Insurer. Broker meets any and all of the eligibility criteria specified by Lender.

- **Article IX, Section 9.14**: This section is revised to read as follows (underlined text to be added):

Financial Statements. Upon written request of Lender, and annually during the term of this Agreement, Broker shall deliver to Lender a complete set of (a) unaudited, certified financial statements for the preceding fiscal year; and/or (b) unaudited, certified financial statements for the immediately preceding fiscal quarter. The financial statements for a sole proprietorship may address only the sole proprietor's mortgage brokerage business, to the extent possible.

BROKER	**PFN LENDING GROUP, INC., DBA SOLVE MORTGAGE**
Signature	Signature
Print Name:	Print Name: Shannon Millard
Print Title:	Print Title: EVP
Date Executed:	Date Executed: