



Effective Date:
Please Complete the Fields Below

COMPANY INFORMATION

Company:	Corporate NMLS:
Address:	EIN Number:
City, State & Zip:	Incorporation Date:

OWNER/OFFICER – 1	OWNER/OFFICER – 2
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Full Name:	Full Name:
Title:	Title:
Position:	Position:
NMLS ID:	NMLS ID:
Home Address:	Home Address:
City, St & Zip:	City, St & Zip:
Ownership %:	Ownership %:
Date of Birth:	Date of Birth:
Social Security:	Social Security:
Phone:	Phone:
Email:	Email:

COMPANY INFORMATION

MERS ID:	VA ID:
FHA ID:	USDA ID:



Mortgage Broker Disclosure and Attestation

		YES	NO
1.	Has your company and/or principals or corporate officers been named as a defendant in a lawsuit or has any claim been asserted for alleged fraud or misrepresentation in connection with any real estate related activity?		
		YES	NO
2.	Has your company been involved or is currently involved in any litigation, arbitration, or regulatory proceeding?		
		YES	NO
3.	Has your company and/or principals or corporate officers been named as a defendant in a criminal proceeding / complaint / conviction for alleged fraud or misrepresentation in connection with any real estate related activity?		
		YES	NO
4.	Has your company and/or any principals or corporate officers filed for bankruptcy?		
		YES	NO
5.	Has your company and/or principals or corporate officers had a real estate or other professional license suspended, revoked, or received any other disciplinary action from a regulatory agency?		
		YES	NO
6.	Has any investor enforced or attempted to enforce the Hold Harmless or repurchase clause of their correspondent or Mortgage Broker agreement with your company and/or any principals or corporate officers?		
		YES	NO
7.	Has your company's approval or good standing with FNMA, FHLMC, GNMA, or any private mortgage insurance company been suspended or withdrawn?		
		YES	NO
8.	Has any investor, agency or regulator found your company to be out of compliance with any regulations, statutes, or guidelines?		
		YES	NO
9.	Have there been any changes within key management in the last 12 months?		
		YES	NO
10.	Have any of your regulators or investors identified regulatory compliance errors/violations on loans you have originated?		

IF YOU ANSWERED YES TO ANY OF THE QUESTIONS, PLEASE PROVIDE AN EXPLANATION:

MORTGAGE BROKER AGREEMENT

THIS MORTGAGE BROKER AGREEMENT (this "Agreement") is made effective on _____ (the "Effective Date"), by and between Keystone Funding, Inc. ("Lender" or "KFI"), with its principal office located at 519 South Red Haven Lane, Dover, Delaware 19901, and _____ ("Mortgage Broker"), with its main office located at _____, _____, (collectively referred to as the "Parties" individually as a "Party").

RECITALS

WHEREAS, Mortgage Broker is a duly licensed Mortgage Broker engaged in the business of taking mortgage loan applications from consumers for mortgage loans, aiding and assisting consumers in the pre-qualification/pre-approval for mortgage loans, choosing a mortgage product, completing a mortgage loan application and processing those applications on behalf of consumers in exchange for a fee.

WHEREAS, Mortgage Broker desires to submit mortgage loan applications and obtain mortgage loans from Lender for its applicants.

WHEREAS, Lender extends credit to qualified applicants for mortgage loans secured by first and/or second liens on residential real property.

WHEREAS, Lender and Mortgage Broker desire to establish a relationship whereby Mortgage Broker may submit mortgage loan application packages to Lender for possible acceptance of such applications in accordance with the terms and conditions set forth in this agreement.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

ARTICLE 1 - DEFINITIONS

- i. **"Applicant"** means the person(s) who submit an Application to Mortgage Broker that Mortgage Broker subsequently submits to Lender and who, if Lender agrees to fund the Mortgage Loan, will be liable to Lender as the borrower on a Mortgage and Note, upon Closing.
- ii. **"Application"** means a completed credit application for a Mortgage Loan, the terms and conditions of which Lender shall specify and provide to Mortgage Broker, including without limitation, terms and conditions relating to the principal amount, credit terms, rates, security and other requirements.
- iii. **"Mortgage Broker"** means the loan originator identified above who generates Application(s) and submits them to Lender.
- iv. **"Closing", "Close" or "Closed"** means the funding of a Mortgage Loan by Lender.
- v. **"Fee Agreement"** means a written disclosure and fee agreement between Mortgage Broker and an Applicant establishing Mortgage Broker's compensation for its services and the payment thereof.
- vi. **"Investor"** means the owner of a Mortgage Loan after it is sold on the secondary market.
- vii. **"Lender"** means Keystone Funding Inc, the mortgage company identified above that may agree to fund Mortgage Loan(s).
- viii. **"Mortgage"** means the document(s) evidencing a security interest in or lien on the Mortgaged Property and any other collateral securing repayment of the Note, including without limitation any mortgage, deed of trust, deed to secure debt or security deed. "Mortgage Loan(s)" means a residential mortgage loan secured by a first or second lien on the Mortgaged Property, evidenced by a Note, Mortgage, and any other documents or instruments evidencing the borrower's indebtedness and the collateral securing repayment thereof, under this Agreement.

- ix. **"Mortgage Loan Program"** means the criteria established by Lender and/or an Investor, as reflected by Lender's and/or Investors' Guidelines, setting forth those Mortgage Loans available to eligible, prospective borrowers for Closing in accordance with the terms of this Agreement.
- x. **"Mortgaged Property"** means the real property improved by a one- to- four family dwelling securing payment of the related Mortgage Loan.
- xi. **"Note"** means the promissory note evidencing a borrower's obligation to repay a Mortgage Loan.
- xii. **"Underwrite" or "Underwriting"** means the examination of an Applicant's Application, credit history, income and financial resources, assets and appraisal for the purpose of determining whether to extend credit to the Applicant, under the Guidelines.
- xiii. **"Wholesale Broker Guide"** means Keystone's Wholesale Broker Guide (referred to as the "Guidelines", "Broker Guide" or Lender Guidelines") which governs the relationship between Keystone and Mortgage Broker and is incorporated herein by reference, as if more fully set forth herein and made a part hereof. Keystone also reserves the right to revise the Guidelines at any time. Lender, however, will notify Mortgage Broker as further set forth in the Guidelines.

Capitalized terms used in this Agreement shall have the meanings specified herein and in the Guidelines. Unless specifically stated otherwise herein, the terms and conditions of this Agreement shall prevail in the event of a discrepancy or conflict between the Guidelines and the Agreement.

ARTICLE 2 - DUTIES OF MORTGAGE BROKER

- i. Mortgage Broker shall take Applications and collect financial information for Applicants at its offices in its own name through its employees and contractors.
- ii. If Mortgage Broker contracts out for services through a third-party service, such as contract processing, Mortgage Broker shall ensure that such third parties are in compliance with all applicable laws and this Agreement. Mortgage Broker shall be ultimately responsible for the actions, errors and omissions of contract processor's actions relative to the loan file, loan documents, financial documents and the Applicant. Lender reserves the right, in its reasonable discretion, to notify Mortgage Broker to remove any third-party performing services in connection with Applications submitted to Lender in which case Mortgage Broker shall immediately remove such third party from performing services in connection with Applications submitted to Lender.
- iii. Mortgage Broker shall comply with the procedures established by Lender for the submission of Applications under the Mortgage Loan Programs available to Mortgage Broker. Mortgage Broker shall be responsible for determining whether each Application meets the terms and requirements of the available Mortgage Loan Programs, and Lender shall have no obligation to accept submission of any Application for Underwriting that does not fully comply with the terms and requirements of the applicable Mortgage Loan Program.
- iv. Mortgage Broker shall provide to Lender, at its sole cost and expense for each Mortgage Loan submitted, the Application signed by Applicant, the appraisal, such credit and financial information necessary to investigate, Underwrite and fully review the Application, and any and all other documents required or requested by Lender. Mortgage Broker shall assist Lender in obtaining any additional information needed by Lender in order to facilitate the Closing of the Mortgage Loan. The Application and all other documents submitted to Lender in connection with a proposed Mortgage Loan shall become the property of Lender, except as otherwise provided under this Agreement. Such property and/or Confidential Information, as defined under this Agreement shall not include: (a) information that was already within the public domain at the time the information was acquired by a Party, or (b) information that subsequently becomes public through no act or omission by a Party. In addition, the Parties shall not use the other's name, brand, trademark, intellectual property or any other reference to that Party without the other Party's express written consent. All information submitted to the Lender shall be independently verified and may be declined at Lender's sole discretion. Mortgage Broker shall have no authority whatsoever to negotiate any terms or conditions of a Mortgage Loan on Lender's behalf without the Lender's express written consent.
- v. Mortgage Broker shall analyze Applicant's income and indebtedness and determine the maximum reasonable Mortgage Loan obligations that Applicant can bear that provide benefit to Applicant. Mortgage Broker shall explain to Applicant how the housing costs and monthly payments would vary under each Mortgage Loan Program and shall assist Applicant in determining the appropriate Mortgage Loan Program.

- vi. Mortgage Broker shall keep the Applicant apprised of Applicant's status with their Application and communicate any changes within a reasonable amount of time. Mortgage Broker shall assist the Applicant with understanding and addressing any credit problems and maintain regular contact with the Applicant, real estate agents and Lender.
- vii. Mortgage Broker has no authority to obligate, commit or bind Lender to any agreement for any purpose without Lender's prior written consent, and Mortgage Broker shall not represent or warrant to any Applicant that Lender has finally approved, or will approve or Close, any Mortgage Loan under this Agreement until Lender so notifies Mortgage Broker in writing.
- viii. To the extent approved by Lender, Mortgage Broker shall provide to Applicant any and all federal, state and local disclosures required by law, rule or regulation, including without limitation the Loan Estimate, as applicable and required under the Real Estate Settlement and Procedures Act of 1974, 12 U.S.C. §§ 2601 et seq. as implemented by Regulation X ("RESPA") and the Truth in Lending Act, 15 U.S.C. §§ 1601 et seq., as implemented by Regulation Z ("TILA"), the Fair Credit Reporting Act, 15 U.S.C. §§ 1681 et seq. ("FCRA"), and the Equal Credit Opportunity Act, 15 U.S.C. §§ 1691 et seq., as implemented by Regulation B ("ECOA").
- ix. The Parties shall comply with all federal, state and local laws, rules and regulations, including the disclosure requirements and prohibitions contained therein, applicable to the conduct of their respective businesses, including, without limitation, the following: (i) ECOA and Regulation B, (ii) the Fair Housing Act, 42 U.S.C. §§ 3601 et seq. ("FHA") and the regulations promulgated pursuant thereto, (iii) the Home Mortgage Disclosure Act, 12 U.S.C. §§ 2801 et seq., ("HMDA") and Regulation C, (iv) FCRA, (v) RESPA and Regulation X, (vi) TILA and Regulation Z, (vii) the Home Ownership and Equity Protection Act, 15 U.S.C. §§ 1601 et seq., (viii) the Flood Disaster Protection Act, 42 U.S.C. §§ 4001 et seq., (ix) the Gramm- Leach- Bliley Act, (x) state, county and municipal anti-predatory lending laws and ordinances, (xi) state Mortgage Broker laws, and (xii) any and all other laws, rules and regulations applicable to Mortgage Broker, including those governing fraud, compensation, consumer credit transactions, predatory and abusive lending and mortgage banks and Mortgage Brokers. In connection with ECOA and Regulation B, Mortgage Broker shall not discourage or pre- screen any Applicant or in any other manner violate the terms of the ECOA or Regulation B. The Parties shall ensure that all compensation they receive in connection with any transaction under this Agreement complies with the loan origination compensation requirements set forth in Regulation Z. Mortgage Broker shall make available for inspection to Lender and any regulatory agency with supervisory authority over Lender, and shall deliver to Lender upon demand, evidence of compliance with all federal, state and local requirements. Lenders right to inspect such records shall be limited only to records that pertain to Mortgage Loan(s) brokered under this Agreement or compliance with the terms of this Agreement. The Parties' obligation to protect and safeguard any Confidential Information, as defined under this Agreement, shall survive the termination of this Agreement.
- x. Mortgage Broker warrants that it understands the distinction between an "application" and an "inquiry" within the meaning of HMDA and ECOA, and that, unless otherwise set forth in this Agreement, or unless notified by Lender, it is responsible for complying with the recordkeeping and disclosure requirements of those laws with respect to "applications" that it receives. Mortgage Broker shall timely notify Lender of all "applications" that it has placed with Lender. Mortgage Broker shall be responsible for determining if an Application is "incomplete" or has been "withdrawn" as those terms are construed under HMDA and ECOA and shall timely apprise Lender of these decisions. In such circumstances, Mortgage Broker will complete and send the appropriate notice to Applicant in accordance with ECOA and all applicable law, with a copy to Lender. In the event that Lender decides that it will not approve a particular Mortgage Loan submitted by Mortgage Broker, Lender will not deliver to any Applicant an "Adverse Action" notice. Rather, Lender shall deliver a completed Adverse Action notice to Mortgage Broker specifying the reasons Lender has declined to Close the Mortgage Loan. Mortgage Broker shall then send the Adverse Action notice to Applicant in compliance with ECOA and any other applicable federal, state and local laws.
- xi. Mortgage Broker shall promptly notify Lender if (A) any substantial change in the ownership, financial condition or management of Mortgage Broker occurs, within thirty (30) days of the change, (B) Mortgage Broker relocates their office(s); notification will occur within fifteen (15) days, (C) Mortgage Broker knows or has reason to know that any information in any Application or other document delivered to Lender under this Agreement becomes untrue or fails to disclose any material fact, (D) any government or other agency has made any adverse finding or taken any adverse action(s) with respect to Mortgage Broker, or its owners, directors, officers or employees.
- xii. Mortgage Broker shall execute and deliver all instruments required under this Agreement and take all such actions as Lender may reasonably request from time to time in order to affect the purposes of this Agreement and to consummate the transactions contemplated hereby. Without limiting the generality of the foregoing,

- Mortgage Broker shall cooperate, to the extent permitted by applicable law, with Lender with respect to a submitted Mortgage Loan after Closing, if Lender requests Mortgage Broker's assistance with a non-performing or defaulted Mortgage Loan.
- xiii. Mortgage Broker's obligations under this Article 2 are continuing and shall survive the termination of this Agreement.

ARTICLE 3 - DUTIES OF LENDER

- i. Lender shall Underwrite or cause to be Underwritten every eligible Application submitted pursuant to this Agreement. Lender shall have no obligation to issue a commitment, or other comparable document for, or to Close, a Mortgage Loan which it determines, in its sole discretion, does not meet Lender's or Investors' Underwriting requirements. Lender, in its sole discretion, may decline any Application that does not comply with the terms of this Agreement or does not meet Lender's or Investors' Guidelines. Lender shall notify Mortgage Broker promptly of such declination in writing within thirty (30) days of the decision.
- ii. Lender and Mortgage Broker agree that Lender may rely on the information, authenticity and accuracy of all signatures and information supplied to it by Mortgage Broker in connection with each Mortgage Loan, including without limitation any Application. Lender's decision not to conduct an independent investigation with respect to the information, authenticity and accuracy of all signatures and information provided to it by Mortgage Broker shall not affect or modify the representations, warranties and covenants made by Mortgage Broker under Article 5 or the rights available to Lender for any breach thereof.
- iii. If Lender determines that the Application meets its Underwriting standards, it may, in its sole discretion, issue a commitment or other comparable document in its name to Applicant setting forth the terms and conditions under which it will Close the Mortgage Loan, provided that nothing in this Agreement shall be construed as creating any obligation on the part of Lender to accept or approve such Application or to Close any such Mortgage Loan. If Lender determines that the Mortgage Loan does not meet its Underwriting standards, it will issue a notice of declination to the Applicant in compliance with all federal, state and local laws, rules and regulations, and copy Mortgage Broker. Lender shall have no obligation or liability to Mortgage Broker for any Mortgage Loan which is not approved by Lender or for any reasonable delays in determining whether a Mortgage Loan meets the Guidelines.
- iv. Upon the issuance of a commitment or other comparable document in Lender's name to Applicant, Lender shall proceed with the Closing of the Mortgage Loan under the terms and conditions of its commitment or other comparable document to Applicant, and Mortgage Broker shall provide such assistance in this regard as reasonably required by Lender so as to Close the Mortgage Loan within any applicable time period set by this Agreement.

ARTICLE 4 - RATES & LOCK-INS

Mortgage Broker shall comply with the Lender's and/or Investors' Guidelines that Lender may distribute from time to time concerning interest rates and lock-ins that apply to a particular Mortgage Loan Program offered by Lender.

ARTICLE 5 - REPRESENTATIONS, WARRANTIES, AND COVENANTS OF MORTGAGE BROKER

The representations, warranties and covenants of Mortgage Broker are set forth in the Broker Guide.

ARTICLE 6 - REPRESENTATIONS, WARRANTIES AND COVENANTS OF MORTGAGE LOANS

The representations, warranties and covenants of Mortgage Broker for each individual Mortgage Loan are set forth in the Broker Guide.

ARTICLE 7 – FEES AND RIGHT TO OFFSET

- i. Lender may, consistent with its policies and procedures, pay Mortgage Broker a fee for services actually rendered to Applicant in accordance with any Fee Agreement or other arrangement with Applicant, provided that Mortgage Broker performs the services set forth in Article 2 of this Agreement. No fee or other compensation will be due and payable to Mortgage Broker by Lender with respect to any Application where the Mortgage Loan is not accepted and closed by the Lender under the terms of this Agreement. In no event shall Mortgage Broker receive compensation correctly from the Applicant and also compensation correctly or incorrectly from the Lender for the same Mortgage Loan.
- ii. If required by Lender or by applicable laws, rules or regulations, Mortgage Broker and each Applicant shall execute a Fee Agreement for each Application submitted or to be submitted to Lender for approval. Any such Fee Agreement shall be in form and content acceptable to Lender. In addition, the form and content shall conform to the applicable provisions of RESPA and its implementing regulations and interpretive rules published by the Consumer Financial Protection Bureau and the requirements prescribed by any other applicable federal, state or local law, rule or regulation. At a minimum, any such Fee Agreement shall accurately and adequately disclose (A) Mortgage Broker's status as an independent contractor in relation to Lender and (B) the agreed amount and terms of Mortgage Broker's compensation to be paid for Mortgage Broker's services in connection with the Mortgage Loan and whether such compensation will be paid entirely by Lender or entirely by Applicant. Any compensation paid under such Fee Agreement, or otherwise, shall at all times comply with the requirements of Regulation Z, including the 12 C.F.R. § 1026.36(d)-(e). As such, in no event shall compensation be paid that is based, directly or indirectly, on a term of a transaction, the terms of multiple transactions, or proxies for terms. A "term of a transaction" is any right or obligation of any of the parties to a credit transaction and includes, but is not limited to, the interest rate or fees charged in connection with the Mortgage Loan. A "proxy" is a factor that is not itself a term of a transaction but consistently varies with that term over a significant number of transactions, and the loan originator has the ability, directly or indirectly, to add, drop, or change the factor in originating the transaction.
- iii. If required by Lender or by applicable laws, rules or regulations, Mortgage Broker and Applicant shall execute the Fee Agreement as soon as practicable during the Application process, but in any event prior to the Mortgage Broker's acceptance from Applicant of a non-refundable deposit for payment of Mortgage Broker's compensation. If Lender or any applicable law, rule or regulation requires a Fee Agreement, Mortgage Broker's delivery to Lender of a duly executed Fee Agreement shall constitute a condition precedent to Lender's acceptance of the related Application for Underwriting, under this Agreement. The Parties may agree to modify the Fee Agreement on a going-forward basis at any time, but no more often than once every two months.
- iv. The Parties agree that the total aggregate compensation paid (i) by Lender to Mortgage Broker and (ii) by Applicant to Mortgage Broker for the services set forth herein shall not be greater than the "reasonable value" of the goods, facilities and services provided by the Mortgage Broker. Mortgage Broker and Lender agree that the compensation paid by Lender to Mortgage Broker pursuant to this Agreement is to compensate Mortgage Broker primarily for the services set forth in Article 2 as well as for the purchase of all of Mortgage Broker's right, title and interest in and to each Mortgage Loan Closed by Lender and in recognition of the value to Lender of the use of Mortgage Broker's staff and facilities in connection with the origination of the Mortgage Loan. No compensation shall be owed by Lender to Mortgage Broker for any Application that Lender does not accept or for any Mortgage Loan that is not Closed, under the terms of this Agreement. Lender may, in its sole discretion under this Agreement, require that Mortgage Broker take the following actions with respect to any Mortgage Loan upon Mortgage Broker's receipt of Lender's notice of conditional approval and prior to Lender's final approval and Closing: (A) deliver to Applicant a notice, in such form as Lender may provide to Mortgage Broker from time to time, with regard to Lender, Mortgage Broker or both Parties charging a premium interest rate to defray the costs of Mortgage Broker compensation or other third party service provider fees and charges, (B) obtain the written acknowledgment of Applicant thereof and (C) deliver a duly acknowledged copy thereof to Lender prior to Closing.

- v. Any and all fees, commissions, and other consideration paid to Mortgage Broker by Lender in connection with any Application approved by Lender, shall be paid by Lender after deducting all fees and charges due Lender as specified in its price and fee schedules, under this Agreement. Mortgage Broker shall not accept any direct or indirect compensation of any type from any third party with respect to a Mortgage Loan, including but not limited to, payments involving a sale transaction or "settlement services" (as defined in RESPA). No consideration of any kind shall be due or payable to Mortgage Broker on any Mortgage Loan unless and until Closed by Lender, pursuant to the terms of this Agreement.
- vi. Lender is making its closing disclosures based on the best information available at the time the closing disclosures are generated, including such information as disclosed by Mortgage Broker in initial disclosures. If Mortgage Broker is or becomes aware of information that would affect the accuracy of the estimated settlement costs that Mortgage Broker has disclosed, Mortgage Broker must immediately notify Lender of such information. Failure to do so that causes an increase in an actual settlement cost over an estimated settlement cost will result in Lender reducing Mortgage Broker's compensation by the amount of any tolerance violations caused by Mortgage Broker's failure to notify Lender.
- vii. In addition to any other rights and remedies available to Lender under this Agreement, Lender shall have the right, with reasonable prior written notice, to offset and to appropriate or apply any and all fees or deposits of money owing by Lender to Mortgage Broker against and on account of the obligations and liabilities of Mortgage Broker under this Agreement.

ARTICLE 8 - BOOKS AND RECORDS; QUALITY CONTROL

- i. During the term of this Agreement, Mortgage Broker shall maintain a complete and accurate account of all funds collected and paid relating to the Mortgage Loans Closed with Lender, under this Agreement. Lender or its agent shall have the right to present themselves during normal business hours, upon reasonable prior written notice, to examine and audit the books, records, correspondence, collections, quality control and collection procedures, internal audit reports and other papers and electronically-stored information relating to a Mortgage Loan or to the matters contemplated by this Agreement and to make copies of any of the foregoing. The Parties shall pay their own travel, copying, and other expenses associated with such a visit. And, the respective right of a party to retrieve such documents and be present on the other's property shall again be limited only to records that pertain to Mortgage Loan(s) brokered under this Agreement or compliance with the terms of this Agreement. The Parties' obligation to protect and safeguard any Confidential Information, as defined under this Agreement, and that may be contained in and it observes in the business site facilities it visits, however, under this Agreement, shall survive the termination of this Agreement.
- ii. In accordance with Regulation Z, Lender shall maintain records sufficient to evidence all compensation it pays to Mortgage Broker and the compensation agreement(s) that governs those payments for three years after the date of payment.
- iii. Mortgage Broker shall establish a quality control program to ensure that its policies, procedures and practices conform to the requirements of this Agreement and to all applicable laws, rules and regulations. Mortgage Broker shall conduct periodic internal audits to determine if its practices conform to its own policies and procedures, to the requirements of this Agreement and to the requirements of all applicable laws, rules and regulations. Such internal audits shall occur not less frequently than annually. If an internal audit reveals any material deficiency in its policies, procedures or practices, Mortgage Broker shall immediately notify Lender of all such deficiencies and shall promptly undertake remedial actions to cure such deficiencies. Mortgage Broker shall document the results of such internal audits and any remedial actions undertaken and shall retain such documentation in its books and records for inspection by Lender pursuant to this Article. Upon Lender's request, Mortgage Broker shall deliver a copy of such documentation to Lender without charge.
- iv. Lender or its agent shall have the right to conduct its own independent audit of Mortgage Broker to ascertain if the policies, procedures and practices of Mortgage Broker conform to the requirements of this Agreement and to all applicable laws, rules and regulations. Lender or its agent may conduct such independent audits at such times during normal business hours no more than once per year, at their own expense, and only upon reasonable prior written notice to the other. And, the respective right of a party to conduct such an independent audit and be present on the other's property shall be limited only to those matters that pertain to Mortgage Loan(s) brokered under this Agreement or compliance with the terms of this Agreement. The Parties' agree to provide each other a free copy of any such independent audit, if requested by either party. The obligation to protect and safeguard

any Confidential Information, however, as defined under this Agreement, and that may be contained in and it observes in the business site facilities it visits, however, under this Agreement, shall survive the termination of this Agreement.

ARTICLE 9 - EVENTS OF DEFAULT AND REMEDIES

The Events of Default and remedies are fully set forth in the Broker Guide.

ARTICLE 10 - TERMINATION AND SUSPENSION

- i. Either Party may terminate this Agreement upon written notice at any time for any reason, which shall be effective immediately upon receipt by such other Party, and upon the expiration of any applicable period to cure under this Agreement. Lender shall not be obligated to Close any Mortgage Loan once it has provided notice of termination to Mortgage Broker.
- ii. In the event that any government or agency initiates an investigation of Mortgage Broker, Lender may suspend Mortgage Broker's eligibility, in addition to any other right or remedy Lender may have, until the investigation is complete. Such suspension shall not operate as a termination of this Agreement under this Article unless Lender subsequently so elects. During the period of suspension, Lender may, in the exercise of its reasonable and good faith discretion, continue to Underwrite Mortgage Loans without waiving any of its rights under this Agreement, including its rights under this Article 10. No such suspension shall operate in any way to terminate or otherwise limit the other obligations of the Parties under this Agreement, nor shall it operate to excuse or relieve the Parties from the continuing performance of each of their respective obligations under this Agreement.
- iii. Termination of the Agreement under this Article 10 shall not affect (A) Mortgage Broker's representations, warranties and covenants, as of the relevant and applicable Agreement execution date, Application submission date, Closing date, and/or date of purchase for a given Mortgage Loan,(B) Mortgage Broker's Mortgage Loan purchase obligations under this Agreement (C) Mortgage Broker's obligations with respect to Mortgage Loans previously Closed, whether owned by Lender or Investors or (D) any other rights of Lender with respect to any obligations of Mortgage Broker that expressly survive the termination of this Agreement.

ARTICLE 11 - SOLICITATION

If Lender shall approve an Application hereunder, then for a period of six (6) months after the later of the date of Closing of such Mortgage Loan and (B) the date such Mortgage Loan is sold to an Investor, neither Mortgage Broker nor any of its affiliates, officers, employees or agents shall directly or indirectly solicit or encourage, or cause to be solicited or encouraged, by direct mail, telephone, e-mail, internet, personal solicitation or otherwise, the related borrower for the purpose of pre-paying, refinancing or modifying such Mortgage Loan in whole or in part, except with the written permission of Lender. As used in this Article, the term "solicitation" shall not be deemed to include general advertising or general solicitations by Mortgage Broker that are issued in the normal and general course of business, directed to the general public at large, and are not targeted or directed specifically to a borrower or obligor under any related Mortgage Loan. Mortgage Broker can also respond to unsolicited requests or inquiries made by a borrower or an agent of a borrower; that also is not "solicitation."

ARTICLE 12 - INDEMNIFICATION

The Mortgage Broker's indemnification obligations to Keystone are set forth in the Broker Guide.

ARTICLE 13 - PROHIBITION AGAINST USE OF NAME OR AFFILIATION

Nothing in this Agreement shall be construed to appoint Mortgage Broker as a joint venture, partner, employee, agent or representative of Lender, and Mortgage Broker shall not hold itself out as such. Lender does not assume any liability or incur any obligation of Mortgage Broker by execution of this Agreement. The Parties intend that Mortgage Broker shall have the legal status of independent contractor in relation to Lender. Mortgage Broker shall not use Lender's name or logo for any purpose and Lender shall not use Mortgage Broker's name or logo for any purpose, except as provided by this Agreement or otherwise mutually agreed to by the Parties in writing.

ARTICLE 14 - CONFIDENTIALITY & PRIVACY

- i. The protection and safeguarding of Confidential Information, as denned in in this Agreement, is a mutual obligation. Each Party shall keep confidential, and will cause its respective employees, contractors, affiliates and agents to keep confidential, any and all information obtained from the other, whether in written, electronic or oral form, which Lender has designated as confidential. Without the prior written consent of the other, each Party shall not use or disclose any such information for any purposes other than those authorized by this Agreement and shall make such information available only to those with a need to view such information in order to carry out the purposes authorized in this Agreement. Without limiting the generality of the foregoing, the Parties agree that the following categories of information are designated as confidential: (A) the terms of this Agreement, (B) the Mortgage Loan Programs, (C) any agreement to fund any Mortgage Loan hereunder, (D) any identifying information regarding any Mortgage Loan originated, acquired or disposed of by Lender, whether or not submitted to Lender by Mortgage Broker, and (E) any other non-public information relating to either Party, including any proprietary information concerning each party's respective products and processes, information obtained by visiting other's facilities and reviewing products, equipment or other assets, and all analyses, compilations, data, studies or other documents prepared by each Party or its employees, contractors, affiliates and agents. Parties shall not disclose any consumer information to any person or entity that is not directly involved in the loan process pursuant to this Agreement.
- ii. The Parties shall comply with the privacy requirements of the Gramm-Leach-Bliley Act, the FTC Privacy Safeguards Rule and all other applicable federal, state or local laws, rules or regulations governing consumer protection and consumer privacy now or hereafter in effect. The Parties shall implement appropriate procedural and technological safety measures to safeguard consumer information in accordance with such laws, rules or regulations. The Parties shall as soon as practicable notify each other if there is a breach of its security related to customers so that such consumers may be notified in accordance with all federal, state and local laws, rules and regulations. As denned herein, the Parties specifically agree that these provisions equally apply to and extend to their respective proprietary software, other confidential, proprietary or trade secret information of the other that is identified in writing (including, but not limited to, electronically) as such at the time of its disclosure; all other confidential, proprietary or trade secret information of the other, which a reasonable person employed in the financial services industry would recognize as such or is recognized as such under applicable law, including Customer Information, as denned in herein, under law; and compilations, notes or summaries that contain or reflect Confidential Information. The Parties also each specifically acknowledge and agree that the term Confidential Information shall not include: (a) information that was already within the public domain at the time the information was acquired by a Party, or (b) information that subsequently becomes public through no act or omission by a Party. The mutual obligation to protect and safeguard Confidential Information shall survive the termination of this Agreement. Lender and Mortgage Broker shall not use the other Party's name, brand, trademark, intellectual property or any other reference to that Party without the other Party's express written consent.
- iii. The obligations of Mortgage Broker under this Article 15 are continuing and shall survive the termination of this Agreement, to the extent allowed by this Agreement or law.

ARTICLE 15 - MISCELLANEOUS

- i. **Governing Law.** This Agreement is made and entered into in the State of Delaware, and shall in all respects be interpreted, enforced and governed under the laws of the State of Delaware (not the law of conflicts). The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning. The venue for this Agreement or any other action related to this Agreement shall be in the County of Kent in the State of Delaware.
- ii. **Invalidity.** If any provision of this Agreement be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby, and said illegal or invalid part, term or provision shall be deemed not to be a part of this Agreement.
- iii. **Entire Agreement.** This Agreement, including Exhibits, sets forth the entire Agreement between the Parties hereto with respect to the subject matter hereof, and fully supersedes any and all prior or contemporaneous agreements or understandings, inducements or conditions, express or implied, oral, written or otherwise, except as set forth herein. All Exhibits are made part hereof.
- iv. **Modifications.** Any modification of the terms of this Agreement shall be invalid unless evidenced by a writing signed by the Parties hereto.
- v. **Independent Representation.** Mortgage Broker acknowledges, represents and warrants that it has retained legal counsel in connection with the negotiation, preparation and execution of this Agreement and it has been given the opportunity to read this Agreement in full and understands and voluntarily consents to each and every provision contained herein.
- vi. **No Third-Party Beneficiaries.** Nothing in this Agreement shall be construed to confer any benefits or rights on any person or entity that is not a Party to this Agreement.
- vii. **Waiver.** No delay in exercising, and no failure to exercise, any right, power or remedy under this Agreement, whether upon a breach of any provision hereof or upon a default, shall operate as a waiver of such breach or default or prevent that Party thereafter from enforcing each and every other provision of this Agreement. No waiver, whether by conduct or otherwise, of any prior breach or default, and no delay or failure to exercise any right, power or remedy upon any future similar beach or default, in any one or more instances, shall operate as a waiver of such future breach or default. Without limiting the generality of the foregoing, the Closing of a Mortgage Loan by Lender shall in no way relieve Mortgage Broker from, or constitute a waiver of, any of the representations, warranties and covenants made as to the Mortgage Loan under this Agreement, as applicable under the terms of this Agreement.
- viii. **Severability.** If any provision or part of this Agreement is determined to be invalid or unenforceable, the remainder of the Agreement shall not be affected and shall be fully enforceable to the extent of the valid portions thereof.
- ix. **Notices.** All notices and other communications under this Agreement shall be in writing or by e-mail sent to the other Party at the address set forth below or at such other address as such Party may hereafter designate by like notice. Written notices shall be effective upon receipt when delivered by hand, by overnight courier with evidence of an air bill, by U.S.P.S. certified or registered mail, postage pre-paid and deposited in a postal mailbox. Email notices shall be effective as determined by server log files or an electronic return receipt.

Notice to Lender: Keystone Funding, Inc.
 Attn: President or CEO
 519 S Red Haven Lane
 Dover, DE 19901
 Email: info@keystonefunding.com

Notice to Mortgage Broker

- x. **Assignment.** Mortgage Broker may not assign its rights or delegate its duties or obligations under this Agreement without the prior written consent of Lender.
- xi. **Annual Certification.** Lender will require that Mortgage Broker - comply with Lender's Recertification requirements within thirty (30) days.
- xii. **Approved Closing Agents.** Escrow/Settlement owned by a Mortgage Broker must go through a separate review and approval process.

- xiii. Counterparts. This Agreement may be executed in one or more counterparts, including facsimile counterparts, each of which, when executed shall be deemed to be an original and which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, EACH OF THE UNDERSIGNED PARTIES HAS CAUSED THIS AGREEMENT TO BE DULY EXECUTED AND AGREED TO BE FURTHER BOUND BY THE FOLLOWING EXHIBITS ATTACHED HERETO AND MADE A PART HEREOF:

MORTGAGE BROKER: _____
CORPORATE NMLS #: _____
SIGNATURE: _____
NAME: _____
TITLE: _____
DATE: _____

Keystone Funding Inc., _____
NMLS 144670 Donald Gallo
Donald Gallo CFO, Keystone Funding, Inc.

EXHIBIT A

ANTI-MONEY LAUNDERING, BANK SECRECY ACT AND SUSPICIOUS ACTIVITY ATTESTATION

The Mortgage Broker represents that he/she has implemented a program consistent with the federal rules concerning Anti- Money Laundering (AML) programs and Suspicious Activity Report (SAR) filing requirements for Residential Mortgage Lenders and Originators (RMLO) as outlined in 31 CFR Parts 1010 and 1028 (Final Rule). The following summary is provided for reference only and is not intended to be relied upon as compliance advice.

According to the Final Rule, the Mortgage Broker must, (1) develop and implement an AML program and (2) file a SAR to report any fraudulent attempts to obtain a mortgage or launder money by use of proceeds of other crimes to purchase residential real estate.

Under the Final Rule, the Mortgage Brokers' AML program must be in writing, be reviewed and updated annually and must assess the risk assessment across all of the Mortgage Broker's products, services, customers and geographic locations. Additionally, the Mortgage Broker's AML program must have, at a minimum:

- Internal policies, procedures and controls;
- A designated Compliance Officer;
- An employee training program; and
- An independent audit functions.

According to the Final Rule, the Mortgage Broker must file a SAR within thirty (30) days of becoming aware of a transaction that:

- Involves funds derived from illegal activity or are conducted to hide funds or assets derived from illegal activity;
- Is designed to evade Bank Secrecy Act requirements;
- Has no business or apparent lawful purpose; or
- Involves the use of the company to facilitate criminal activity.

I HEREBY CERTIFY THAT WE FULLY COMPLY WITH THESE REQUIREMENTS.

MORTGAGE BROKER: _____
CORPORATE NMLS #: _____
SIGNATURE: _____
NAME: _____
TITLE: _____
DATE: _____

EXHIBIT B
ANTI-STEERING AND SAFE HARBOR ATTESTATION

A loan originator must not direct or "steer" a consumer to consummate a transaction based on the fact that the loan originator will receive greater compensation from the creditor in the transaction than in other transactions the originator offered or could have offered to the consumer, unless the consummated transaction is in the consumer's interest. Section 226.36 (e) (2) of Regulation Z provides a "safe harbor" if the consumer is presented with loan options that meet certain conditions for each type of transaction in which the consumer expressed an interest. An Anti-Steering Disclosure on all Lender-Paid transactions is required. Lender will reject loan packages on Lender-Paid transactions that are not in compliance with Regulation Z or that do not comply with the following anti-steering requirements.

The Anti-Steering Disclosure must:

- Indicate the types of transactions the consumer is interested in;
- Clearly indicate the options presented for each type of transaction the consumer is interested in;
- Indicate the option selected by the consumer; and
- Be signed and dated by the Loan Originator and the consumer(s).

The loan originator must retain the applicable rate sheets obtained from the creditors from whom the loan originator obtained loan options in order to demonstrate compliance with Regulation Z. To meet the Regulation Z requirements for safe harbor, the Anti-Steering Loan Options Disclosure must:

- Disclosure must be titled, "Anti-Steering Loan Option Disclosure", "Anti-Steering Disclosure of Loan Options" or "Loan Option Disclosure"
- Include Borrower(s) name and identifying information such as a loan number or property address
- Disclose loan options for each "Type of Transaction" in which the consumer expressed an interest. All options must be a similar type of transaction:
 - Fixed Rate Loans
 - Adjustable Rate Loans
 - Disclose three (3) options to the consumer(s) for which they likely qualify:
 - Option 1 - Loan with the lowest interest rate
 - Option 2 - Loan with the lowest interest rate without negative amortization, a prepayment penalty, interest only payments, a balloon payment in the first seven (7) years of the life of the loan, a demand feature, shared equity or shared appreciation.
 - Option 3 - Loan with the lowest total dollar amount for origination points or fees or discount points
- Must be signed by Loan Officer and must include the Loan Officer's NMLS license number
- Must be signed by all Borrowers that will be listed on the Note

I HEREBY CERTIFY THAT WE FULLY COMPLY WITH THESE REQUIREMENTS.

MORTGAGE BROKER: _____
CORPORATE NMLS #: _____
SIGNATURE: _____
NAME: _____
TITLE: _____
DATE: _____

EXHIBIT C
FAIR LENDING ATTESTATION

Lender recognizes its responsibility to proactively avoid supporting any type of abusive or predatory lending practice, both in its own originations and in its dealings with any mortgage related professionals. Lender does not engage in abusive lending practices and refuses to do business with those who do.

Fair lending practices are incorporated into several federal and state laws that make it illegal for lenders to discriminate based on race, color, religion, age, sex or national origin. These include the Housing Financial Discrimination Act, the Equal Credit Opportunity Act, the Home Mortgage Disclosure Act, and the Federal Fair Housing Act. A summary of each is provided below. The summaries are not intended to be relied upon as compliance advice.

The Housing Financial Discrimination Act:

- Known as the Holden Act, it is intended to prevent discrimination in housing accommodations such as improved or unimproved real estate that is used or intended to be used as a residence, will be occupied by the owners, and is not more than four units.
- A lender is not allowed to discriminate based on race, color, religion, sex, age or national origin regarding the availability of financial assistance for the purpose of improvements, rehabilitation, purchasing, construction, or refinancing.
- Lenders cannot deny loans or adversely vary the terms of loans due to conditions or trends in the neighborhood that are unrelated to the credit history of the applicant.
- A lender cannot utilize inconsistent appraisal practices in determining whether the loan is granted to individuals due to their race, color, religion, sex, age or national origin.

The Equal Credit Opportunity Act:

- A lender is obligated to notify a borrower of its intentions concerning a loan within a specified period of time, usually thirty days, after a loan application has been received.
- If there are adverse actions from the lender, the borrower is entitled to a written statement as to why the action was taken. An adverse action is in the form of a denial, revocation of credit, a refusal of credit or a change in terms of an existing credit arrangement or other status.
- The lender is subject to punitive damages and actual damages if it fails to comply.

The Home Mortgage Disclosure Act:

- The Secretary of the Business, Transportation, and Housing Agency investigates and monitors the lending practices and patterns of lenders.
- The Secretary may take actions if it is found that the lender willfully discriminated against any individual based on race, color, sex, religion, age, or national origin.
- If a lender is found to have engaged in such discriminatory practices and patterns that violate the law, the Secretary can recommend that state funds be withheld from the lender.

The Fair Housing Act:

- The Federal Fair Housing Act of 1969 was created to provide fair housing throughout the United States, barring all racial, religious, or sexual discrimination, private or public, in the sale or rental of real property.
- Designed as a rational means of stating effective policy, the fair housing act implements standards to which Congress has given the highest national priority, giving all citizens the same rights to purchase, inherit, sell, lease, and convey title to real estate personal property.
- Incorporated in its purpose are provisions to prohibit and remedy acts of discrimination. It established procedures to provide protection within constitutional limits for fair housing with the intentions of ending unfair and unwanted biases in the housing market.

Together, these separate acts work hand in hand to prohibit discrimination by lenders and those involved in the mortgage industry and to set a standard of fair play for all citizens, regardless of race, color, religion, age, sex, or national origin.

I HEREBY CERTIFY THAT WE FULLY COMPLY WITH THESE REQUIREMENTS.

MORTGAGE BROKER: _____
CORPORATE NMLS #: _____
SIGNATURE: _____
NAME: _____
TITLE: _____
DATE: _____

EXHIBIT D

MORTGAGE BROKER HIRING POLICY CERTIFICATION

All third party originators ("TPOs" or "Mortgage Brokers") who do business with Keystone Funding, Inc ("KFI") are required to have a documented hiring policy and procedure in place for checking all employees, including management and owners, against the U.S. General Services Administration (GSA) Excluded Parties List, the HUD Limited Denial of Participation List (LOP List), and the Federal Housing Finance Agency (FHFA) Suspended Counterparty Program (SCP) list. No person appearing on any such exclusionary list may be employed by or involved in any activities of a TPO that does business with KFI.

I HEREBY CERTIFY THAT WE FULLY COMPLY WITH THESE REQUIREMENTS.

MORTGAGE BROKER: _____
CORPORATE NMLS #: _____
SIGNATURE: _____
NAME: _____
TITLE: _____
DATE: _____

AUTHORIZATION TO RELEASE INFORMATION

For the purpose of becoming an approved mortgage broker with Keystone Funding, Inc., I (we) certify all information to be true and correct. The undersigned declares that the foregoing information and all accompanying information are true to the best of his/her knowledge and belief. Keystone Funding, Inc. is hereby authorized to obtain verification of information from any source (including character and credit references). The undersigned hereby transfers and granted the right to use all information herein and all accompanying information to Keystone Funding, Inc., and its agents. All pages of this application including supplements and other information that is provided to Keystone Funding, Inc. are considered a part of this application, and therefore subject to this agreement.

Officer/Owner 1:			
Full Name:		Position:	
Title:		Ownership %:	
Home Address:		Birth Date:	
City, State, Zip:		SSN:	
Email:		Phone Number:	

Officer/Owner 2:			
Full Name:		Position:	
Title:		Ownership %:	
Home Address:		Birth Date:	
City, State, Zip:		SSN:	
Email:		Phone Number:	

Officer/Owner 3:			
Full Name:		Position:	
Title:		Ownership %:	
Home Address:		Birth Date:	
City, State, Zip:		SSN:	
Email:		Phone Number:	

CERTIFICATION

I hereby certify that I am duly authorized to complete this application and grant consent on behalf of the firm named herein for the purposes of establishing and maintaining a business relationship with Keystone Funding, Inc. I certify all information contained in this application is true and correct in all respects. By signing below, I hereby give Keystone Funding, Inc. authorization to obtain and/or verify information, including a credit report for the company and all executive officers and/or owners from any source during this application process and at recertification thereafter. Keystone Funding, Inc. is also authorized to submit the name of the company and all employees of the company for screening through any mortgage industry background database. The undersigned hereby releases, discharges and exonerates any person or entity providing information to Keystone Funding, Inc. in connection with this application and any recipient of such information, including Keystone Funding, Inc. or its representatives, from any and all liability of every nature and kind arising from or in connection with the furnishing, receipt, and review of such information.

MORTGAGE BROKER: _____
 CORPORATE NMLS #: _____
 SIGNATURE: _____
 NAME: _____
 TITLE: _____
 DATE: _____

VA AUTHORIZED AGENT SPONSORSHIP FORM

Mortgage Broker requesting approval to be a VA authorized agent for Keystone Funding, Inc, or requesting renewal

COMPANY NAME:	
OBA: (IF APPLICABLE)	
MAIN OFFICE ADDRESS:	
CITY, STATE, ZIP:	
CLIENT CONTACT NAME:	
CONTACT PHONE #:	
CONTACT EMAIL:	
VA IS NUMBER IF PREVIOUSLY ISSUED BY THE VA:	

NOTES:

Keystone Funding, Inc.

Attention: Operations Management

519 S Red Haven Lane Dover, DE 19901

Client must be licensed in any state in which originations will occur.

Keystone Funding, Inc must provide the Client's information to the Department of Veterans Affairs for approval and issuance of a VA ID number.

