

***Broker Approval Requirements
For
Hamilton Mortgage Corporation***

To ensure a fast approval, please include the following items:

- 1. Completed and signed Broker Application**
- 2. Completed and signed Broker Agreement**
- 3. Resumes of all principals and key operation staff (Banks: Mortgage Department resumes only)**
- 4. Copy of all applicable licenses (Bank NMLS and Loan Officer NMLS)**
- 5. A listing of branch offices (include address, telephone, and a contact name)**

**2850 19th Street South Suite 300 Birmingham,
Phone (205) 870-7333 Fax (205) 870-7333**

HAMILTON MORTGAGE CORPORATION

MORTGAGE BROKER APPLICATION

Company Name: _____ DBA _____

Main Office Address: _____ Mailing Address (if different): _____

City: _____ State: _____ Zip Code: _____ AE: _____

Telephone () _____ Fax: () _____ Fed. Tax ID: _____ Company NMLS#: _____

Company Type: ☐ Corporation ☐ Proprietorship ☐ Partnership ☐ Subchapter S Corporation ☐ LLC

Principals and/or Key Operations Staff: (resumes required for each)

Name: _____ Title: _____ Email Address: _____

Name: _____ Title: _____ Email Address: _____

Name: _____ Title: _____ Email Address: _____

Primary Contact: _____

Business References: (a minimum of 2 investor references required)

Company Name: _____ Yrs Associated _____

Nature of Business: _____

Address: _____

Primary Contact/Title: _____ Telephone: _____

Company Name: _____ Yrs Associated _____

Nature of Business: _____

Address: _____

Primary Contact/Title: _____ Telephone: _____

Company Name: _____ Yrs Associated _____

Nature of Business: _____

Address: _____

Primary Contact/Title: _____ Telephone: _____

Please list all staff that you would like to have access to our website. User roles are set up as:

Manager – can originate and will have access to all loans in the pipeline
Loan Officer – can originate and will only see their own loans in their pipeline
Processor – cannot originate – will have access to all loans in the pipeline

Please indicate below how you would like your User ID's set up for your Staff:

[illegible]

Hamilton Mortgage Corporation

Broker Application

If the answer to any of the following questions is "Yes" please provide explanation.

- 1.) Is your firm or any of its Principals or Officers involved in any litigation or is any litigation threatened between you and any investor, Broker, Mortgagor or government agency?
Yes ☐ No ☐
- 2.) Has your firm or any of it's Principals or Officers ever been sued, reprimanded, censured, or had a license revoked or suspended by FHLMC, FNMA, VA, FHA, or any other government agency?
Yes ☐ No ☐
- 3.) Have any wholesale lenders terminated any agreements for cause?
Yes ☐ No ☐
- 4.) Within the last 3-5 years, has any lender required the repurchase of mortgages originated by your company, or required an indemnity for breach of selling warranty?
Yes ☐ No ☐
- 5.) Are you or your company currently involved in any lawsuits?
Yes ☐ No ☐

Certification and Credit Information:

I, the undersigned Officer, am authorized to provide this information to Hamilton Mortgage Corporation on behalf of my company. I attest to the truth and accuracy (to the best of my knowledge and belief) of all the information provided to Hamilton Mortgage Corporation.

I hereby authorize HMC to send correspondence to my company via fax and/or email.

I also hereby authorize Hamilton Mortgage Corporation in connection with its due diligence investigation to secure Credit Reports, Broker References, and other such financial information that shall be reasonably required.

Name

Social Security Number

Signature

Date

Name

Social Security Number

Signature

Date

Affiliate Relationships Information

List any affiliate relationships between your firm or individuals in your firm with any third parties who are engaged in real estate lending or related activities, i.e., contract processors, appraisers, closing agents, surveyors, property inspectors, insurers, lenders, or any other applicable situations:

If Not Applicable Initial Here _____

1) Type Business: _____ % of Ownership: _____

Company Name: _____

Address: _____

City, State, Zip: _____

Contact: _____ Phone: _____

2) Type Business: _____ % of Ownership: _____

Company Name: _____

Address: _____

City, State, Zip: _____

Contact: _____ Phone: _____

3) Type Business: _____ % of Ownership: _____

Company Name: _____

Address: _____

City, State, Zip: _____

Contact: _____ Phone: _____

Use Additional pages if necessary

Board of Directors Information

Resolution of Board of Directors

Of _____
(Name of Broker Lender)

RESOLVED FIRST, that

_____, the _____ and
(Name of Officer) (Title)

_____, the _____ and
(Name of Officer) (Title)

_____, the _____ and
(Name of Officer) (Title)

of this corporation, or any one or more of them or their duly elected or appointed successors in office, be an each of them is hereby authorized and empowered in the name of and on behalf of this corporation and under its corporate seal from time to time to sell mortgage loans to Hamilton Mortgage Corporation, and to execute any and all agreements, contracts, assignments, endorsements, and issuance of checks or drafts, reports, mortgage documents, and other papers in connection with documents, and furnish and information required or deemed necessary or proper by Hamilton Mortgage Corporation in connection therewith.

I HEREBY CERTIFY that the foregoing is a true and correct copy of a resolution presented to and adopted by the Board of Directors of _____ at a meeting duly called and held at _____ on the _____ day of _____ 20____ at which a quorum was present and voted, and that such resolution is duly recorded in the minutes book of this corporation; that the officers name in said resolution have been duly elected or appointed to, and are the present incumbents of, the respective offices set after their respective names.

Corporate Seal:

(Authorized Signature)

(Date)

Branch Information

Location 1:

Branch Manager: _____

Address: _____

City: _____

State: _____ Phone: _____

Zip: _____ Fax: _____

Location 2:

Branch Manager: _____

Address: _____

City: _____

State: _____ Phone: _____

Zip: _____ Fax: _____

Location 3:

Branch Manager: _____

Address: _____

City: _____

State: _____ Phone: _____

Zip: _____ Fax: _____

Location 4:

Branch Manager: _____

Address: _____

City: _____

State: _____ Phone: _____

Zip: _____ Fax: _____

Hamilton Mortgage Corporation Broker Agreement

THIS BROKER AGREEMENT (hereinafter referred to as the "Agreement") dated the _____ day of _____, 20____, by and between Hamilton Mortgage Corporation (hereinafter referred to as "HMC"), its successors and assigns, and _____ (hereinafter referred to as "Broker").

RECITALS

This Agreement sets forth the entire understanding between the parties whereby Broker intends, from time to time, to offer to HMC Conventional, FHA, VA or USDA mortgage loans subject to any qualifications or conditions that HMC may impose on any commitment to fund such mortgage loans.

AGREEMENT

1. Relationship. Nothing in this Agreement shall be construed as making the Broker a joint venturer, partner, representative, employee, or agent of HMC. Broker shall not hold itself out as such, nor shall it use HMC's name in any advertising. Broker is an independent contractor, and shall determine the method, details and means of performing all services described in this Agreement. Without limiting the generality of the immediately preceding sentences, Broker shall have no authority to act for, or on behalf of, HMC or to bind HMC in any manner without the express prior written consent of HMC.

From time to time, HMC will provide a list of the types of loans it will accept. This list will include interest rates, loan limits, loan-to-value ratios, points, fees and any other applicable conditions or terms established by HMC in its sole discretion. Loans submitted by Broker will be reviewed in accordance with HMC's then current lending policy. Approvals or declinations will cover only the particular loan or loans submitted by Broker.

Sale on the Secondary Market. Broker understands HMC intends to sell closed mortgage loans to investors in the secondary market.

2. Duties of Broker. In order to receive compensation under this agreement. With respect to each Loan submitted by Broker to HMC for underwriting and funding, Broker shall perform at least 6 of the following:

- (a) have and maintain the exclusive ongoing contact with Loan applicant(s) (collectively "Applicant") from the time of application until closing;
- (b) undertake all direct and face-to-face personal interviews with Applicant;
- (c) educate and assist Applicant in understanding the home buying and financing process;
- (d) discuss the different types of loan products available, explain the qualification and eligibility requirements for each product, and demonstrate how closing costs and monthly payments may vary under each product;
- (e) Gather all information and documentation needed to complete the Loan application including applicable information required by applicable state and federal law and any regulations related thereto;
- (f) assist Applicant in filling out all Loan applications;
- (g) collect and analyze financial information and related documents and assist Applicant in determining the mortgage that Applicant can afford;
- (h) assist Applicant in identifying potential credit problems and obtaining letters of explanation;

- (i) provide and discuss with Applicant the documents required by the Federal Housing Administration ("FHA") and Department of Veterans Affairs ("VA"), if applicable;
- (j) keep Applicant apprised of the status of Applicant's application and communicate any changes in the loan terms within a reasonable timeframe;
- (k) maintain regular contact with Applicant, real estate agents and HMC, as needed;
- (l) deliver to Applicant a good faith estimate meeting the requirements of the Real Estate Settlement Procedures Act ("RESPA") and a Truth-In-Lending (TILA) disclosure as provided in paragraph 7 of this Agreement within three (3) days of receipt of the Loan application;
- (m) provide to Applicant such additional disclosures as are required to be provided by Broker, HMC or applicable federal or state law, including, but not limited to, disclosures required by HMC or applicable law in connection with fees and charges, including mortgage insurance and broker compensation (including yield spread premiums), disclosures required by federal and state truth in lending laws, and disclosures required by states laws that govern and regular mortgage broker conduct;
- (n) collect the fees for the property appraisal or the VA Certificate of Reasonable Value, if applicable, and credit report and if required by applicable law, deposit such fees in a trust account;
- (o) initiate a request for the property appraisal through the appraisal management company selected by HMC and gather preliminary materials from Applicant including, if applicable, the VA Certificate of Eligibility;
- (p) participate in the Loan closing, if applicable; and
- (q) perform any other service as HMC may from time to time reasonably request.

3. Loan Submission. Broker shall submit to HMC applications, credit information and other data ("Loan Packages") for Borrowers under such programs, terms, and requirements as HMC may establish from time to time. Broker shall furnish to HMC such credit, financial, and other information concerning Borrower that HMC may require in determining when to approve and fund the Loan(s), and perform other services as HMC shall require in closing any Loan(s). In addition to the foregoing and not in limitation thereof, for each application, Broker shall prepare or cause to be prepared the loan application, supporting credit information, and related materials, all as may be reasonably required by HMC, all at the expense of Broker and, in addition, shall perform the services described in paragraph 2 above. In the event a Loan is consummated which does not strictly comply with the terms of a commitment, and this Agreement, HMC may, in its sole and absolute discretion, immediately terminate the commitment or modify the terms thereof to conform with the terms of the mortgage loan.

4. No Obligation. Broker is under no obligation to send any Loan Packages to HMC, and HMC is under no obligation to originate any Loans submitted by Broker. All approved loans may be closed in the name of HMC, or upon prior approval from HMC, which may be granted or withheld at HMC's sole discretion, in Broker's name with a concurrent or subsequent assignment of the loans to HMC or its successors and/or assigns.

5. Compensation Program.

A. Consumer Paid Option

- Broker will negotiate compensation directly with the consumer.
- The consumer must pay compensation to the broker client from their own funds at closing, or from the principal proceeds of the new loan.
- Premium pricing may not be used to compensate the Broker.
- The consumer may pay third party costs and Hamilton Mortgage Corporation fees by paying cash at closing, or financing through the principal or interest rate.
- No other person may provide compensation to a Loan Originator, directly or indirectly, in connection with the loan transaction.
- Compensation to the Broker can vary from transaction to transaction.

B. Creditor Paid Option

- Broker shall receive designated percentage of the principal amount of such mortgage loan as its sole and complete compensation.
- The compensation shall be consistent on all loans funded for Broker by Hamilton Mortgage Corporation, except that Hamilton Mortgage Corporation may, but is not required to, periodically revise the Broker compensation prospectively, evidenced in the form of an Exhibit to this Agreement.
- Hamilton Mortgage Corporation will pay compensation directly to the Broker.
- The consumer cannot pay compensation to the Broker, or any Loan Originator.
- The Broker or any loan originator cannot reduce the creditor paid compensation by offering concessions or paying for tolerance violations.
- The Broker will establish compensation agreements with its loan originator employees that will comply with the Federal loan originator compensation rules as established by the Consumer Financial Protection Bureau.

6. Broker Warranties. With respect to each Loan Package submitted for approval, Broker represents and warrants the following, which shall be deemed made as of the date hereof and hereafter on each and every date on which Broker submits a Loan Package to HMC:

Valid Organization. Broker is duly organized, validly existing and in good standing under the laws of its state of organization and has all the qualifications, registrations, licenses, and permits necessary to carry on its business and to engage in the transactions contemplated by this Agreement. In addition, Broker is in good standing, and has not had its approval status terminated, with any governmental agency with whom it conducts business or by which it or its business is governed, including without limitation, HUD, FNMA, USDA and FHLMC. Broker has not been restricted from doing business with any mortgage insurance company, except as disclosed to HMC in writing.

Authority. Broker has all requisite corporate power and authority to execute, deliver, and perform under this Agreement, and this Agreement constitutes the valid and binding obligation of Broker enforceable in accordance with its terms. Broker's compliance with terms and conditions of this Agreement will not violate any provisions of Broker's entity documents creating and governing Broker (e.g., articles of incorporation/organization, by-laws, partnership agreement, etc.), any instrument relating to the conduct of its business, or any other agreement to which it may be a party, or any governmental requirement, rule, regulation, law, decree, order or judgment to which Broker is subject.

Compliance with Law. All disclosures required by applicable state and federal laws, rules and regulations. All documents and disclosures are in full compliance with applicable State and Federal laws, rules and regulations.

Compliance with Loan Originator Compensation Laws, Rules and Regulations. Broker has developed and implemented compensation plans for its Loan Originators which (1) prohibit payments to its Loan Originators that are based on the loan's interest rate or other loan terms or conditions, (2) prohibit Broker or its Loan Originators from receiving payments directly from a consumer while also receiving compensation from the creditor or another person, and, (3) prohibit Broker or its Loan Originators from "steering" a consumer to a creditor in order to increase the Broker's or Loan Originator's compensation.

Broker shall ensure that its policies and procedures regarding Loan Origination Compensation comply with the rule set forth in the TILA, Regulation Z, the Official Staff Commentary, the Dodd-Frank Wall Street Reform and Consumer Protection Act and any related regulations. Broker shall provide HMC a copy of such policies and procedures. Broker shall take all appropriate steps to ensure that Loan Originators originate loans in compliance with applicable statute, rules, regulations and commentary to include training, automated systems controls and compliance testing.

Broker must provide the consumer with loan options from a significant number of the creditors with which the Broker regularly does business. For each type of transaction (i.e. fixed rate, ARM), in which the consumer expressed an interest, the loan options presented must include:

- The loan with the lowest interest rate
- The loan with the lowest total dollar amount for origination points or fees and discount points
- The loan with the lowest interest rate without certain features, including:
 - o A prepayment penalty
 - o Interest-only payments
 - o Negative amortization
 - o Demand feature

- o A balloon payment in first seven years.

Loan originators must have a good faith belief that the options presented are loans for which the consumer likely qualifies.

Loan Originators must obtain options from at least three creditors, unless the Broker regularly does business with fewer than three creditors. If more than three Loans are presented, the Loan Originator must highlight the loans that satisfy the Loan options bulleted above.

Compliance with Requests for Missing or Additional Documentation. Broker shall comply with any requests by HMC for missing, corrected and/or additional documentation related to a Loan. Broker shall comply with any such requests as soon as possible, regardless of whether the request was made prior to or after the closing of the related Loan, but, unless otherwise agreed by HMC, Broker shall comply with any such request no later than ten (10) business days after its receipt of a request from HMC therefore.

No False Statement. All documents submitted in connection with a Loan Package presented to HMC are in every respect valid and genuine and no fraud or misrepresentation has occurred in connection with the submission of any Loan Package or origination of any Loan. All information (credit and otherwise) submitted in connection with a loan application is accurate and complete and no information has been submitted which is false or misleading in any respect. The term information as used in this paragraph shall mean any and all information and documentation obtained from the applicant and any reference source. Broker warrants that it is the sole originator of all Loan Packages submitted to HMC by Broker pursuant to this Agreement.

Absence of Claims. There is no claim, litigation, investigation, or proceeding pending or, to the best of Broker's knowledge, threatened against or otherwise materially affecting Broker's business or performance of its obligations under this Agreement.

As to each mortgage loan:

- a. Each Loan is a valid first lien on the mortgaged property free and clear of all encumbrances and liens having priority over the lien of such Loan, except liens for real estate taxes and for real estate taxes and special assessments not yet due and payable;
- b. The mortgaged property is free and clear of all mechanic's and materialmen's lien or liens in the nature thereof, and no rights are outstanding that under law could give rise to any such lien, nor is Broker aware of any facts which could give rise to any such lien;
- c. All federal and state laws, rules and regulations applicable to the Loans have been complied with, including but not limited to: The Dodd-Frank Wall Street Reform and Consumer Protection Act, The Real Estate Settlement Procedures Act; the Flood Disaster Protection Act; the Federal Consumer Credit Protection Act including the Truth-in-Lending and Equal Credit Opportunity Acts; the Home Mortgage Disclosure Act, the Fair Housing Act; statutes or regulations governing fraud, lack of consideration, unconscionability, consumer credit transactions or interest charges; and all conditions within the control of Broker/Correspondent as to the validity of the insurance or guaranty as required by the National Housing Act of 1934, and the rules and regulations thereunder, or as required by the Servicemen's Readjustment Act of 1944, and the rules and regulations thereunder; or as imposed by the mortgage insurance companies or other insurers;
- d. No Loan is the subject of litigation which could affect Broker's or HMC's ability to enforce the terms under the Loan documents;
- e. There is in force for each Loan a hazard insurance policy and flood insurance policy, where applicable, meeting the requirements of HMC.
- f. The borrower has no rights of rescission, set-offs, counterclaims or defenses to the note or mortgage securing the note arising from the acts and/or omissions of Broker in the origination of the Loan;
- g. If applicable, Broker has no knowledge that any improvement located on or being part of the mortgaged property is in violation of any applicable zoning law or regulation;
- h. To the best of Broker's knowledge, the property is (a) in good repair and free of substantial damage from any cause, including but not limited to flood, fire, accident, earthquake, hurricane, or other disaster or calamity; and (b) the market for real estate in the geographical area of the mortgage property has not materially and adversely declined since the date the property appraisal report was issued; and
- i. Neither Broker, borrower or any person or entity engaged by Broker, its officers, employees or agents which is involved in the Loan has (a) made any false representation or provided information which is not true, complete and accurate as is reasonably necessary for HMC to make an underwriting decision; or (b)

received any direct or indirect benefit, fee, commission or other consideration of value from borrower or any other party in connection with the Loan except those fees properly charged to borrower.

No Liability. The decision to underwrite or not underwrite submitted loans shall be at the sole discretion of HMC who shall have no liability to Broker for HMC's failure to underwrite any Loan in accordance with the applicable guidelines and Federal Law except to the extent such failure constitutes willful misconduct by HMC.

Appraisal. Broker shall comply at all times and in all respects with the provisions of the Dodd-Frank Wall Street Reform and Consumer Protection Act, including but not limited to, Title IX Subtitle F entitled "Appraisal Activities." Further, Broker shall comply with provisions of Federal Reserve Bank, Regulation Z implementing 129E of the TILA establishing requirements for appraisal independence. Finally, Broker shall comply with the applicable Appraiser Independence Requirement of Fannie Mae and/or Freddie Mac.

Licensing Information About the Broker. Where licensing and/or registration is required by applicable state or Federal law, Broker must annually also provide a copy of its current license, registration, unique identifier issued by NMLSR and must immediately notify HMC of loss, suspension or restriction of its license or registration.

Prohibited Loans. None of the Loans submitted by Broker qualify as "high cost loans," under 12 CFR §1026.32 or higher loans under 12 CFR §1026.31.

7. Delivery of TILA Disclosure Statement. Broker hereby appoints HMC and HMC hereby agrees to act as its agent for the sole purpose of preparing and delivering the initial Truth-In-Lending Act ("TILA") disclosure statement required by Section 1026.19(a) of Regulation Z (12 C.F.R Part 1026). HMC shall prepare such a disclosure statement for each Loan submitted by Broker that is subject to 12 C.F.R 1026.19(a) and for which HMC is required to provide such a disclosure statement. HMC shall deliver the disclosure statement to the Borrower(s) not later than the 3rd business day after providing the Borrower's written application to HMC or when requested by HMC in writing. HMC shall prepare the disclosure statements using information provided by Broker with respect to loan rates, fees, and other terms. All such disclosure statements shall be prepared in the name of HMC. Broker shall not impose any fee on a Borrower in connection with the Borrower's application for a Loan subject to 12 C.F.R 1026.19(a), other than a bona fide and reasonable fee for obtaining the Borrower's credit history, before the Borrower has received the disclosure statement. Should Broker or HMC choose to perform in a manner not in line with this Section 7 of this agreement, an addendum to this contract must be made and signed by the appropriate parties of both HMC and the contracting Broker.

8. Remedies for Breach, Broker's Obligation to Repurchase, Upon the occurrence of any fraud or discovery of any willful misrepresentation by an employee of the Broker in a loan application, HMC shall have the right in its sole discretion to require Broker to repurchase the Loan or Loans affected by such breach for a price equal to the then outstanding principal balance of such Loan(s) plus (i) all accrued and unpaid interest due on such Loan(s) as of the date of repurchase, (ii) any premium or above par pricing paid by HMC for such Loan and (iii) all other unreimbursed advances, fees, penalties, charges or expenses (including reasonable attorney fees) assessed against or incurred by HMC in connection with the Loan(s) (the sum of such amounts, the "Repurchase Price"). Before selling or agreeing to sell any such loan, HMC shall give Broker a right of first refusal opportunity to purchase such loan on substantially similar terms and conditions. Broker shall provide its response to HMC within five (5) business days of receipt of HMC's written notice. If Broker fails to respond within such period, Broker's option to purchase is deemed waived. To the extent allowed by law, HMC shall have the right of setoff for all amounts owed to it from Broker pursuant to this Section 8 against any amounts owed by HMC to Broker hereunder. In addition, HMC shall have the right to specific performance in enforcing Broker's obligation to repurchase any Loan pursuant to this Agreement. For purposes of this Section 8, a breach of representations and warranty will be deemed to have occurred notwithstanding any qualifying language in the applicable representation or warranty regarding the Broker's knowledge of such event or condition. **Any breach of this Agreement by Broker shall constitute grounds for termination by HMC of this Agreement at its option and in its sole discretion effective immediately, but such termination shall not release the Broker from its duty to repurchase contained in the above paragraph, which shall survive termination of this Agreement.**

9. Indemnity. In addition to Broker's repurchase obligations set forth in Section 8, to the extent allowed by law, Broker indemnifies and holds harmless HMC, its shareholders, directors, officers, agents, employees, successors and

assigns against any loss, damage, claim, expense, liability or cost (including reasonable attorney's fees) arising from any act or omission by Broker in connection with its obligations under this Agreement and any breach by Broker of its representations, warranties, covenants, and agreements contained in this Agreement.

10. HMC's Non-Assumption of Liability to Broker or Third Parties. HMC assumes no liability to Broker or to third parties with respect to Broker's activities hereunder. To the extent allowed by law, Broker shall indemnify, defend and hold HMC harmless from and against any and all claims, losses, damages, liabilities, costs and expenses, including reasonable attorney fees and disbursements, incurred by HMC arising out of or in connection with Broker's acts or omissions hereunder, including without limitation, Broker's acts tending to imply an employment or agency relationship with HMC.

11. No Solicitation/Premium Recapture. Broker agrees that for a period of one year following the origination of any Loan, neither Broker, nor its employees, agents, affiliates, successors or assigns will take any action to solicit any borrower under any Loan in order to effect the refinancing of any Loan. To the extent allowed by law, Broker agrees to refund to HMC all compensation paid by HMC on any Loan(s) which:

- Prepay in full during the first six (6) months after the applicable closing date for such Loan(s)
- Broker has solicited in violation of this Section

12. Disclosure of Misstatement or Misrepresentation. Broker acknowledges and agrees that HMC may report instances of Broker's material misstatements/misrepresentations in connection with a loan, or knowingly aiding a borrower to do the same, to appropriate industry watch groups, agencies, and state and federal authorities or law enforcement agencies. The submission of a loan application to HMC containing false or misrepresented information is a federal crime and HMC will cooperate with government agencies and law enforcement officials to pursue parties who provide false information or participate in fraudulent activity. The following are examples of activities which could lead to such actions being taken against Broker: (a) submission of inaccurate information, including false statements on loan applications and falsification of documents purporting to substantiate credit, employment, deposit balances, ownership of real property and other asset information, or false personal information concerning the borrower; (b) forgery of documents; (c) inaccurate representations of current occupancy or intent to maintain required occupancy as agreed in the application and Loan closing documents; (d) lack of due diligence or appropriate concern by Broker and its employees in obtaining and ascertaining the authenticity of all documents submitted to HMC, and (e) acceptance of information or documentation which is known or suspected to be inaccurate, including but not limited to the concurrent processing of multiple owner-occupied Loan applications from a single applicant, or permitting an applicant or other interest party to assist in the processing of a Loan application.

13. Termination. Either party may terminate this Agreement at any time upon written notice to the other party; provided, however, that the obligations contained in this Agreement relating to all Loans originated pursuant to this Agreement shall survive such termination. Such termination shall be effective immediately upon notice to Broker by HMC and five (5) days after receipt of written notice from the Broker to HMC. Notwithstanding any such termination, Broker's (i) representations and warranties set forth in Paragraph 6, (ii) repurchase obligations set forth in Paragraph 8, and (iii) indemnification obligations set forth in Paragraph 9 shall survive the termination.

14. Loan Disposition. Loan approval shall be within Lender's sole discretion and Broker shall not represent that Lender has approved a loan package until Lender has issued an approval to Broker in writing. Broker agrees all loan packages submitted to Lender shall become the sole property of Lender upon a written disposition of the loan file. Broker agrees that Lender, at its option may choose to perform a quality control audit of the loan package and decline a loan submitted by Broker if there are any material misstatements or omissions of fact or other defects in the documents or information furnished by Broker. If Lender denies a loan application submitted to Lender for underwriting, and Broker does not obtain loan approval for the applicant from any other lending source, Broker agrees to issue to the applicant a denial notice that meets all requirements of the Equal Credit Opportunity Act (ECOA). Such notice shall list all denying creditors including HMC.

15. Notice of Adverse Action. In compliance with the Equal Credit Opportunity Act, HMC mails the adverse action to the borrower as soon as reasonably possible after the final decision is made to take adverse action.

16. Savings Clause. It is the intention of Broker and HMC to comply with the Federal loan originator compensation regulations applicable to this Agreement contained in Regulation Z, 12 CFR §1026.36, (herein "Compensation Law"); accordingly, it is agreed that notwithstanding any provision to the contrary in this Agreement or in any other document(s) executed in connection herewith, no such provision shall require or permit the payment or the receipt of Loan Originator Compensation not permitted by the Compensation Law. If, from any circumstance whatsoever,

any Loan Originator Compensation in excess of, or not permitted by, the Compensation Law is provided for, contracted for, paid or received or adjudicated to be provided for, contracted for, paid or received, then the provisions of this paragraph shall govern and control and neither party hereto nor any other party shall be obligated to pay the amount of such Loan Originator Compensation not permitted by the Compensation Law, and the Loan Originator Compensation payable to Broker or any other Loan Originator shall be reduced to the amount and sources permitted by the Compensation Law. The receiving Loan Originator shall refund any such impermissible Loan Originator Compensation to the payor thereof immediately upon notification from Broker or HMC, as applicable. It is further agreed that without limitation of the foregoing, all calculations of the Loan Originator Compensation provided for, contracted for, paid or received under this Agreement shall be made in accordance with the Compensation Law, as now or hereafter construed or amended.

17. Right of Offset. In addition to any other rights and remedies available to HMC, including, without limitation, the rights and remedies of HMC under this Agreement, HMC shall have the right, at any time, and from time to time, without notice, to offset and to appropriate or apply any and all deposits of money or property or any other indebtedness at any time held or owing by HMC to or for the credit of the account of Broker against and on account of the obligations and liabilities of Broker under this Agreement or any other agreement between Broker and HMC and/or between Broker and any of HMC's affiliates and/or subsidiaries, irrespective of whether or not HMC or its affiliates shall have made any demand hereunder and whether or not said obligations and liabilities shall have matured. For purposes of the foregoing right to offset, the determination as to whether Broker has any obligations and liabilities under this Agreement or any other agreement between Broker, HMC or its affiliates and the extent of such obligations and liabilities shall be made by HMC in its sole and reasonable discretion.

18. Miscellaneous.

Governing Law. This Agreement shall be governed by the laws of the State of Alabama. Any action arising out of this Agreement shall be initiated only in the appropriate courts of Jefferson County, Alabama. Broker irrevocably consents to the jurisdiction of such court for any matter arising under this Agreement.

Entire Agreement: Survival. This Agreement constitutes the entire Agreement between the parties and supersedes all prior and contemporaneous agreements, representations, and understandings. Broker's representations, warranties and covenants related to any funded mortgage loan pursuant to this Agreement shall remain in full force and in effect and shall survive any termination of this Agreement.

Confidentiality. Broker will not, at any time, give or sell any information relating to the Loans or any borrowers to any unaffiliated person or entity other than HMC. Both parties agree to take all reasonable measures to protect the confidentiality of the other party's proprietary loan program information.

No Assignment. This agreement shall not be assigned by Broker without obtaining the prior written consent of HMC.

Notice of Certain Matters. Broker shall notify HMC immediately of any material change in its ownership, financial condition, principal management, the status of its applicable state or Federal mortgage-lending license/registration or equivalent documentation, or upon the occurrence of any breach of a representation or warranty set forth in this Agreement.

Notices. Unless otherwise set forth herein, any notices or other communications in this Agreement provided or permitted to be given by one party to the other, must be in writing and shall be deemed received upon receipt if personally delivered, upon receipt of electronic confirmation by the sender if transmitted by facsimile, three (3) business days after sending if delivered by certified or registered mail or upon delivery by a nationally recognized overnight courier. For purposes of notice the addresses of the parties shall be as follows (unless changed by notice to the other party pursuant to this Agreement):

HMC

Hamilton Mortgage Corporation
2850 19th Street South Suite 300
Birmingham, AL 35209

BROKER

Attorney Fees. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

Waivers. Neither the acceptance of a Loan for purchase (which Loan contains a breach or potential breach of this Agreement of which HMC may be aware), nor any failure by HMC to notify Broker of a potential breach, nor any delay by HMC in notifying Broker of an actual breach shall be deemed a waiver of any rights of HMC under this Agreement. Any waiver by HMC of a breach of this Agreement shall not be construed as a waiver of any other or future breach of the Agreement, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be effective unless made in writing by the waiving party.

Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions of this Agreement.

Counterparts. This Agreement may be executed in one or more counterparts each of which shall be deemed an original and all of which together shall constitute one and the same Agreement.

Amendment or Modification. Any modification or amendment to this Agreement, and any future agreement between the parties, must be executed by both parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____, 20____.

BROKER

Company

By: _____

Title: _____

Date: _____

HMC

Hamilton Mortgage Corporation

By: _____

Title: President

Date: _____

Exhibit A

SERVICES TO BE PERFORMED BY BROKER

In order to receive compensation under this Agreement, Broker must take a loan application and submit it to Lender and perform at least five of the following services:

- Analyze the prospective borrower's income and debt and pre-qualify the prospective borrower to determine the maximum mortgage that the prospective borrower can afford.
- Educate the borrower in the home buying and financing process, advise the borrower of the different types of loan products available and demonstrate how closing costs and monthly payments would vary under each product.
- Collect financial and credit information deemed necessary by Lender, including tax returns, bank statements, and other related documents that are part of the application process and submit those documents and information to Lender.
- Order appraisals relating to the subject property and transmit those documents to Lender.
- Order verifications of employment and verifications of deposits (when required by the selected loan program).
- Order verifications of mortgage (when required by the selected loan program).
- Order inspection or engineering reports (when required by the selected loan program).
- Maintain regular contact with borrower and Lender between the time of the application and closing to apprise them of the status of the application and to gather any additional information as needed, and assist the borrower in clearing any credit problems.

Hamilton Mortgage Corporation

AUTHORIZATION / RELEASE FOR BUSINESSES AND INDIVIDUALS

_____(name), _____, (city)
_____(state) (the "Applicant") acknowledges that it is in the best interest of both Applicant and
Hamilton Mortgage Corporation, Birmingham, AL ("Mortgage Lender") for Mortgage Lender to perform due
diligence concerning Applicant's background and experience. Applicant's background and experience. Applicant
further acknowledges that Applicant benefits from the efficiencies in the due diligence process that are possible
when Mortgage Lender and other similarly-situated entities in the mortgage industry exchange information about
their experiences in doing business with individuals and companies such as Applicant. Therefore, Applicant hereby
consents and gives Mortgage Lender permission to submit the name of Applicant's company and any and all
employees of that company for screening through any and all mortgage industry background databases, including,
without limitation, databases operated by Mortgage Asset Research Institute, Inc., such as the Mortgage Industry
Data Exchange ("MIDEX"). Applicant understands that Mortgage Lender performs quality control reviews of the
loans that Applicant submits to Mortgage Lender for registration, review, underwriting, and for purchase. Applicant
understands and hereby consents to the release of information about any loan application that is believed to
contain misrepresentations and/or irregularities. Applicant hereby releases and agrees to hold harmless Mortgage
Lender, Mortgage Asset Research Institute, Inc., all MIDEX subscribers, and any trade associations that endorse
the MIDEX system from any and all liability for damages, losses, costs, and expenses that may arise from the
reporting or use of any information submitted by Mortgage lender or any other MIDEX subscriber to Mortgage Asset
Research Institute, Inc., recorded in the MIDEX system, and used in any way by Mortgage Lender or any other
MIDEX subscriber.

Signed For Applicant:

(Print or Type Name)

Its _____

Company:

Address:

- _____

Date: _____

Signed For Mortgage Lender:

Jim Eady

(Print or Type Name)

Its _____ President _____

Company:

Hamilton Mortgage Corporation

Address: 2850 19th Street South Suite 300
Birmingham, AL 35209

Date: _____

Hamilton Mortgage Corporation
Addendum to current Broker/Correspondent Contracts
Amended 01/09/2015

This is to certify that Broker will have developed and implemented compensation plans for its Loan Originators which (1) prohibit payments to the Loan Originator/Loan Officer that are based on the loan's interest rate or other loan terms or conditions, (2) prohibit a mortgage broker or loan officer from receiving payments directly from a consumer while also receiving compensation from the creditor or another person, and, (3) prohibit a mortgage broker or loan officer from "steering" a consumer to a creditor offering less favorable terms in order to increase the broker's or loan officer's compensation.

Broker shall ensure that its policies and procedures regarding Loan Origination Compensation comply with the rules set forth in the Dodd-Frank Act, TILA, Regulation Z and the Official Staff Commentary. Broker shall take all appropriate steps to ensure that Loan Originators originate loans in compliance with the statute, regulations and commentary - to include training, automated systems controls and compliance testing.

Loan Originators must provide the consumer with loan options from a significant number of the creditors with which the Loan Originator regularly does business. For each type of transaction (i.e. fixed rate, ARM), in which the consumer expressed an interest, the loan options presented must include:

- The loan with the lowest interest rate
- The loan with lowest origination points or fees and discounted points
- The loan with the lowest interest rate without certain features, including:
 - o A prepayment penalty
 - o Interest-only payments
 - o Negative amortization
 - o A balloon payment in first seven years

Loan originators must have a good faith belief that the options presented are loans for which the consumer likely qualifies.

Loan Originators must obtain options from at least three creditors, unless the Loan Originator regularly does business with fewer than three creditors. If more than three loan options are presented, the Loan Originator must highlight the loan options that satisfy the required criteria noted in the Final Rule (the Loan options bulleted above).

Loan originators will be required to provide an anti-steering certification with each loan package submitted to Hamilton Mortgage Corporation.

By signing below, I certify that I have read and will be in compliance with all rules as set forth above. This addendum will be incorporated into your current contract with Hamilton Mortgage Corporation.

Note: All loan transactions must be in compliance with the 3% points and fees test established by the Dodd-Frank Act. LO Compensation cannot exceed 2.75%.

Broker shall receive _____% * of the principal amount of such mortgage loan as its sole and complete compensation. This amount may be updated on the 1st business day of the month and must be received no later than the 3rd business day for compensation to be effective. Compensation may not be updated any sooner than six month increments. **All State Housing Finance Agency programs will be on a strictly borrower paid basis with the exception of MCC programs.**

***Please select a compensation amount that best fits your company's business model but also ensures compliance with the points and fees thresholds set forth in Dodd-Frank. We recommend that you closely review all normal and customary fees being charged to the consumer in your market before making your final determination.**

HMC will not accept a loan in which the points and fees exceed the thresholds described below:

Points and Fees Thresholds:

- 3% of the total loan amount, or
- \$3,000 for a loan greater than \$60,000 but less than \$100,000.
- 5% for a loan greater than or equal to \$20,000 and less than \$60,000.
- \$1000 for a loan greater than or equal to \$12,500 and less than \$20,000.

The maximum dollar amount payout of \$_____.00 will apply on all lender paid transactions.

Minimums will no longer be allowed under this new agreement.

Signed for Broker/Correspondent Company:

Print or Type Name of Authorized

Its: _____

Title

Company:

Address:

Date: _____

Signed for HMC

Jim Eady-President

**Hamilton Mortgage
Corporation** 2850 19th Street
South Suite 300 Birmingham,
AL 35209

Date: _____