



BROKER APPLICATION CHECKLIST

Thank you for your interest in Amplify Credit Union ("Amplify"). Amplify's Real Estate Lending department is responsible for reviewing and approving the Broker application. Documentation needed to support the Broker approval may vary, but the items listed below are required from applicants. Please use this checklist to ensure the application is complete and to expedite processing. A complete application and approval of the Broker is required prior to loan applications being accepted for registration. Please return the completed application package to: newclientsetup@goamplify.com. We will generally provide a response to your complete application within seven (7) business days of receipt.

Required Documentation

- ☐ Completed and signed **Wholesale Broker Application** (Exhibit A)
- ☐ A completed signed **Wholesale Broker Agreement** (Exhibit B)
- ☐ Current financial statements (Balance Sheet and Profit & Loss Statement) dated within the past 3 months
- ☐ Resumes of the owner, broker, officers/principals and partners
- ☐ A signed **Compliance Attestation** form (Exhibit C)
- ☐ A signed **Loan Fraud Zero Tolerance** form (Exhibit D)
- ☐ Completed **W-9** form (Exhibit E)
- ☐ Copy of applicant's Quality Control Policies and/or Procedures
- ☐ Completed **Loan Compensation Plan** form (Exhibit F)
- ☐ Completed **Roster of Mortgage Loan Originators and Loan Processors** (Exhibit G)
- ☐ Wiring Instructions (All Home Equity Loans must be funded via wire transfer)

If you have any further questions about documentation or the processing of your application, please be sure to contact your Account Manager.

BROKER APPROVAL CRITERIA

PROCESS OVERVIEW

The Broker Approval Process retains only the strongest and most reputable Brokers to deliver loans. Broker relationships are defined as mortgage loan brokers who originate and process loans that are submitted for loan approval and funding in Amplify's name. A complete application and approval of the Broker is required prior to loan applications being registered.

BROKER CRITERIA

The Broker must meet criteria as follows.

- ❖ Be properly licensed and authorized to originate and broker loans meeting Amplify's product line and underwriting requirements.
- ❖ Have been in business for at least two years. In cases of newer firms, principals should have a minimum of five years' experience in mortgage lending.
- ❖ Have a good reputation in the industry with proven references, and a high level of professionalism and strong ethical standards.
- ❖ Have a minimum net worth of \$25,000.
- ❖ Have a "good standing" rating with all governmental licensing and revenue collection agencies, including a public record clear of any civil or criminal judgments. A Broker whose firm has been suspended, is currently under investigation by any governmental agencies or has an open judgment in excess of \$15,000 will not be approved and will not be renewed to do business with Amplify.
- ❖ All principal officers, owners and /or partners and the broker of record must have an acceptable personal credit profile. In the case of corporations, the entity must have a satisfactory corporate report. Past credit difficulties will be reviewed on a case-by-case basis. A letter from the Broker explaining the derogatory item(s) is required.



FAIR LENDING POLICY

Amplify Credit Union ("Amplify") is committed to treating all customers fairly and equally. We strive to ensure Amplify does not discriminate in any part of lending transactions based on the following:

- Race,
- Color,
- Religion,
- National Origin,
- Sex,
- Marital Status,
- Familial Status,
- Military Status,
- Sexual Orientation,
- Age, provided the applicant has the capacity and is of an age meeting the underwriting requirements for age,
- Disability,
- Receipt of public assistance income, whether a person has exercised any right under the Consumer Protection Act (this includes the Truth in Lending Act), or
- Any other basis prohibited by law

Amplify's management and employees are committed to the practices of fair lending. It is Amplify's policy to make credit products available to all applicants who meet our business focus in a fair and consistent manner within the confines of a safe and sound business practices.

The following is Amplify's Fair Lending Policy statement:

- Amplify is fully committed to the principle all credit decisions should be made without regard to the items listed above and will fulfill this commitment while maintaining prudent credit discipline and sound business practices.
- Amplify recognizes affirmative steps must be taken to ensure that this principle is applied consistently and continuously throughout all aspects of our credit operation, including product design, sales and marketing, underwriting, training, performance evaluation, and servicing practices.
- Everyone at Amplify involved in the credit process must strictly comply with fair lending requirements.
- Amplify monitors the operation and achievements on a regular basis to ensure procedures are followed and Amplify's objectives are met. Amplify will continue to make changes in our operation as we identify ways to more effectively meet our commitment to fair lending.
- Amplify requires loan terms, rates and fees to be consistent with applicant qualification, the applicant has the ability to repay the obligation and the applicant receives a tangible benefit from the loan transaction.

**WHOLESALE BROKER APPLICATION**

_____, Amplify Account Manager

COMPANY INFORMATION

Company Name / DBA: _____

Address: _____ Suite: _____ City: _____ State: _____ Zip: _____

Company Phone: _____ Company Fax: _____ Company Website: _____

Business Entity: ☐ Individual ☐ Corporation ☐ Bank Charter ☐ Partnership ☐ Sole Proprietorship ☐ Limited Liability CompanyIf a Corporation or Limited Liability Company, is the applicant a subsidiary of or controlled by another entity. ☐ Yes ☐ No If

yes, indicate name of other entity: _____ (include an organization chart, if necessary)

Company NMLS ID: _____ Primary Contact: _____ Primary Contact Email: _____

State of Incorporation or Organization: _____ Date Formed: _____ Business Tax ID: _____

OWNERSHIP / MANAGEMENT (Attach Sheet If Necessary)

First Name	Last Name	NMLS #	Title	% Owner	Contact Email	SSN (Req.)

MORTGAGE LOAN ORIGINATOR / BROKER OF RECORD

First Name	Last Name	NMLS #	Title	Contact Email	SSN (Req. in CA)

STATE LICENSE (as applicable)

State	License #	Status	Expiration Date (Req.)	License Type

ADDITIONAL BRANCHES (Attach Sheet If Necessary)

Address	City	State	Zip	Branch Manager	Phone Number

REFERENCES & COMPANY VOLUME

List the five largest volume lenders to whom you broker loans:

Company	Monthly Volume	Loan Type(s)	Contact	Phone Number

WAREHOUSE LINES (If Applicable)

Do you currently use a warehouse line to fund a portion of your loans? If yes, please list below

Warehouse Provider	Line Amount	Contact	Phone Number

For loans you fund with your warehouse line, are you delegated, non-delegated or both? ☐ Delegated ☐ Non-Delegated ☐ Both

AGENCY INFORMATION

1) Is the Applicant approved with Freddie Mac? ☐ Yes ☐ No If "Yes", please provide the following: ID #: _____ Date Approved: _____

2) Is the Applicant a Fannie Mae Seller/Servicer? ☐ Yes ☐ No If "Yes", please provide the following: ID #: _____ Date Approved: _____

DISCLOSURES

1) Within the last three (3) years, has the Applicant, its owners, its broker(s) of record or any of its employees (i) had any formal complaints filed against them with a federal or state mortgage banking/broker regulatory authority, (ii) been found in violation of any mortgage banking/broker federal or state regulatory authority's statutes or regulations, (iii) had an order entered against them by a federal or state mortgage banking/broker regulatory authority or (iv) been denied, suspended or had a registration or license revoked by a federal or state mortgage banking/broker regulatory authority?
☐ Yes ☐ No

2) Has your company ever had unfavorable findings with regard to brokerage or mortgage operations or servicing activities included in any audit, examination or report by FHA, VA, Fannie Mae, Freddie Mac or any regulatory, supervisory or investigating agency?
☐ Yes ☐ No

3) Has any owner, partner, officer, director, employee or loan officer been affiliated with any company/business that was suspended by FHA, VA, Fannie Mae, or Freddie Mac and/or subject to any voluntary or involuntary bankruptcy proceedings?
☐ Yes ☐ No

4) Has the Applicant ever been suspended from brokering loans to another lender or had its approval status revoked by another lender?
☐ Yes ☐ No

5) Has any owner, partner, officer, director, employee or loan officer of your company ever been found guilty of a felonious criminal offense?
☐ Yes ☐ No

6) Is there any pending litigation involving the company or any of its owners, partners, shareholders, directors, officers, employees or loan officers?
☐ Yes ☐ No

7) Has your company ever been denied, suspended or disqualified by any MI companies?
☐ Yes ☐ No

If you answered "Yes" to any of questions 1-7, please explain (attach additional sheets if necessary):

8) Does Applicant have a due diligence process in place to ensure compliance with "high-cost" and "predatory lending" statutes for all applicable federal, state and, if necessary, local laws?
☐ Yes ☐ No

If you answered "Yes" to question 8, please select any of the following that apply (at least one):

☐ Have a QC Plan or Fraud Prevention Policy in place ☐ Use a 3rd Party review or Compliance Software System ☐ Other (explain below):

If you answered "No" to question 8, please select one of the following:

☐ Do not participate in high cost loans or sub-prime loans ☐ Compliant to all SAFE act requirements ☐ Other (explain below):

9) Have you been required to repurchase a loan(s) from lenders or investors in the past 12-months?
☐ Yes ☐ No

If you answered "Yes" to question 9, please state number of loan(s): _____ Total dollar amount: \$ _____

10) Has the company adopted a policy for verifying potential employees against the following industry exclusionary lists: GSA Excluded Parties List, HUD Limited Denial Participation (LDP) List, Federal Housing Finance Agency (FHFA) Suspended Counterparty List (SCP) and state specific debarment lists (e.g., CA, GA):
☐ Yes ☐ No

If you answered "No" to question 10, please provide explanation for lack of process and/or steps taken to remediate

11) Has the company adopted a policy for the regular training of all employees in federal and state regulatory compliance including but not limited to the processing, tracking and resolution of client and employee complaints?
☐ Yes ☐ No

If you answered "No" to question 11, please provide explanation for lack of process and/or steps taken to remediate

COMMUNICATIONS

From time to time, Amplify Credit Union, may communicate with approved brokers to provide them with valuable information related to their business relationship with Amplify, including, without limitation, loan product information and notices. In some cases, the information may be communicated via Amplify's web site. In other cases, the information may be communicated via email. To confirm the Applicant's agreement to receive communications via email, please check the appropriate boxes below:

1) Applicant hereby consents to receive information from Amplify by email:

☐ Yes ☐ No

2) In connection with the above consent, the Applicant consents to receive such information at the email addresses provided in this application

☐ Yes ☐ No

3) Further, the Applicant consents to receive such information at any other or email address that the Applicant or its owners, officer, broker of record or employees may provide to Amplify from time to time after the date of this application:

☐ Yes ☐ No

AUTHORIZATION

I hereby authorize Amplify to conduct a background check regarding any of the information provided on this application, including, without limitation, obtaining a credit report for any of the individuals listed on this application as an owner, broker of record or employee of the Applicant. In connection with this authorization, I hereby certify that I have obtained all required consents and approvals of all individuals listed on this application to authorize Amplify and its affiliates to conduct such background checks and obtain such credit reports on such individuals. Applicant acknowledges that such reports and information will be obtained and used only in connection with Amplify's approval of Applicant and evaluation of Applicant's eligibility to do business with Amplify and not for any consumer credit or other purpose.

Applicant certifies to its best belief and knowledge that the information provided herein is true and correct. Amplify and its affiliates agree that any financial information provided by the Applicant will be treated as confidential and will not be released to any third party.

Broker of Record Signature

Typed Name

Title

Firm Name

Date

Majority Owner/Officer Signature

Typed Name

Title

Firm Name

Date

PLEASE NOTE: Current Amplify policy does not allow for title or escrow services to be performed by any company which is owned, in part or in full, by the same owner(s) as the broker. Additionally, Amplify does not provide any compensation on any loan where a party to the transaction is related to the Loan Originator.



WHOLESALE MORTGAGE BROKER AGREEMENT

This Wholesale Mortgage Broker Agreement (this "Agreement") is made and entered into as of this ____ day of _____, 20__ (the "Effective Date"), by and between AMPLIFY CREDIT UNION ("Lender") and _____ ("Broker"), collectively referred to as the parties ("Parties"), and shall govern all wholesale mortgage transactions between the Parties on or after the Effective Date.

RECITALS

A. WHEREAS, Broker is a duly licensed mortgage broker engaged in the business of soliciting mortgage loan applications from consumers for loans that will be secured by one-to-four family residential real property in Texas;

B. WHEREAS, Broker will take loan applications from prospective loan applicants, will provide various processing services, and perform automatic underwriting of loan applications from prospective loan applicants (when applicable);

C. WHEREAS, Broker will negotiate the terms and conditions of loans on behalf of Borrowers and submit loans to mortgage banking companies for property, credit and title underwriting and funding consideration;

D. WHEREAS, Lender is in the business of accepting, performing manual property, credit and title underwriting, and, upon approval of the loans, funding such loans in accordance with the terms and conditions set forth below.

E. WHEREAS, Lender and Broker desire to establish a relationship whereby Broker may submit residential mortgage loan 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 mutual promises set forth herein, Lender and Broker agree as follows:

ARTICLE I - DEFINITIONS

As used in this Agreement, the capitalized terms herein shall have the following meanings, unless the context requires otherwise:

"Application Information" means any information that Lender reasonably requires in order to consider funding a Loan and any other information submitted as a part of Loan Package, whether or not Broker is the source. This includes information obtained from the Borrower, reference sources, verifications, and other supporting documentation.

"Borrower(s)" mean the applicant(s), maker(s), obligor(s) and/or guarantor(s) of a Mortgage Note.

"Credit File" means all documentation required by AMPLIFY CREDIT UNION for underwriting review as established by AMPLIFY CREDIT UNION from time to time.

"Early Loan Payoff" means any pay-off received on a Loan purchased by AMPLIFY CREDIT UNION or its assigns in the first 180 days following the first payment date.

"Fraudulent Document" means any Loan File document which, in the reasonable and sole judgment of AMPLIFY CREDIT UNION, is falsified, defective, misleading or inaccurate in any material respect; and is the result of fraud by the Broker.

"Guidelines" means the applicable Federal National Mortgage Association or Federal Home Loan Mortgage Corporation guidelines including applicable bulletins, memorandums or other written communications.

"Investor" means any assignee of Lender of a Loan brokered by broker.

"Lender" means AMPLIFY CREDIT UNION.

“Loan(s)” means a one-to-four family residential mortgage Loan.

“Loan File” means all documentation required for a Loan.

“Loan Package” means the Loan File together with the Credit File.

“Mortgage” means the mortgage, deed of trust or other security instrument which secures a Mortgage Note and creates a first lien on an estate in fee simple in the Property (including a condominium or leasehold where and when permitted by AMPLIFY CREDIT UNION).

“Mortgage Note” means the promissory note of a Mortgagor secured by a Mortgage.

“Property” means (i) the residential real property consisting of land and all structures thereon including, but not limited to, a one-to-four family dwelling that is completed and ready for occupancy or (ii) a lot suitable for the construction of a residence, whether platted or un-platted.

“Premium” means the amount paid for the Loan above the outstanding principal balance, calculated by multiplying the outstanding Loan balance at purchase by the Purchase Price Percentage less 100%.

“Repurchase Price” means the price to be paid by the Broker to repurchase a Loan. The amount can include base price, plus any Premium, all accrued interest and any reasonable expenses and/or attorney fees incurred by AMPLIFY CREDIT UNION. The base price of the Loan will be the amount needed to make AMPLIFY CREDIT UNION whole. It will be the outstanding principal balance or the percentage price paid times the outstanding balance, depending on whether the Loan has been pooled or sold.

ARTICLE II – BROKER’S DUTIES

1. **Registration of Loan Packages.** Broker may register with and deliver to AMPLIFY CREDIT UNION for approval and funding Loan Packages originated by Broker subject to the terms, conditions, representations, and warranties contained in this Agreement. For each Loan Package submitted to AMPLIFY CREDIT UNION Broker shall perform all the following duties at Broker’s sole expense and Broker agrees to truthfully provide and perform these conditions in addition to the other promises, representations and covenants contained herein:

A. Submit to AMPLIFY CREDIT UNION completed mortgage Loan Packages from Borrowers using such forms, programs, procedures and fee schedules as AMPLIFY CREDIT UNION may periodically establish.

B. Furnish AMPLIFY CREDIT UNION the applicant’s credit, financial and other information as AMPLIFY CREDIT UNION may require.

C. Provide such additional information as AMPLIFY CREDIT UNION may reasonably request to assist AMPLIFY CREDIT UNION in marketing the Loan to the secondary market. Broker understands that such a request may occur after the closing of the mortgage. Perform such other customary and reasonable services as AMPLIFY CREDIT UNION may require.

2. **Loan Package Submission and Processing.** Broker will take information from prospective mortgage Borrowers and submit to AMPLIFY CREDIT UNION a completed, original, Loan application package together with such related materials as may be designated by AMPLIFY CREDIT UNION. All such applications and related materials shall be in the form and content as specified by AMPLIFY CREDIT UNION. In the event any form is incomplete or AMPLIFY CREDIT UNION requires additional information to evaluate the Loan application, Broker will use its best efforts to assist in obtaining such additional information and/or documentation. In connection with the submission of any Loan application to AMPLIFY CREDIT UNION, Broker will perform the following services, as applicable, but without limitation: (i) register the loan and lock-in an interest rate; (ii) initiate/order verification of employment (VOEs) and verifications of deposits (VODs), plus any additional documents required to establish income, employment, and cash available for closing; (iii) initiate/order credit reports and requests for mortgage and other Loan verifications; (iv) initiate/order inspections or engineering reports; (v) provide disclosures (Truth-in-Lending, RESPA, etc.) to the applicants as required by applicable law or as required by AMPLIFY CREDIT UNION; and (vi) participate in the Loan closing, if requested by AMPLIFY CREDIT UNION. In addition, Broker will perform the following services for each Loan submitted to Lender for consideration: (a) analyze the applicants’ income and debt and pre-qualify the applicants to determine the maximum mortgage Loan that the applicants can afford; (b) educate the applicants in the home financing process and advise the applicants about the different types of credit products available, and demonstrate how closing costs and monthly payments would vary under each product; (c) collect financial information (tax returns, bank statements) and other related documents that are part of the application process; (d) assist the applicants in understanding and clearing credit problems; and (e) maintain regular contact with the applicants between application

and closing to apprise them of the state of the application and the satisfaction of any outstanding conditions to closing, and to gather any additional credit, financial and other information as needed. Generally, AMPLIFY CREDIT UNION shall be responsible for ordering and obtaining an appraisal of the Property. However, in the event Broker has obtained an appraisal of the Property within sixty (60) calendar days prior to Broker's submission of the Loan Package to AMPLIFY CREDIT UNION, Broker may submit such appraisal with the Loan Package for review by AMPLIFY CREDIT UNION. AMPLIFY CREDIT UNION shall determine, in its sole discretion, whether it will use the appraisal submitted by the Broker or order a new appraisal. Broker shall review the accuracy and completeness of all information provided by Borrowers and shall at all times maintain the integrity of Broker's Loan application and processing operations.

3. **Loan Package Review and Loan Approval.** Loan Packages solicited by Broker may be submitted to AMPLIFY CREDIT UNION. AMPLIFY CREDIT UNION, in its sole and absolute discretion, shall determine the acceptability to AMPLIFY CREDIT UNION of the proposed terms, the creditworthiness of the Loan applicant, and the adequacy of the real estate intended as security for the Loan. Broker shall not make any representations that Broker is authorized to approve a Loan Package on AMPLIFY CREDIT UNION's behalf.

4. **Non-Exclusive Relationship; Broker Cooperation.** Nothing contained herein shall obligate Broker to submit to AMPLIFY CREDIT UNION all Loan Packages that Broker originates, it being understood that this shall be a non-exclusive Agreement. Additionally, if requested, Broker will cooperate expeditiously in assisting AMPLIFY CREDIT UNION in retrieving any post-closing documents required to complete a closed Loan Package within the time frames established.

5. **Obligations to Deliver Loans.** Broker will use its best efforts to ensure the closing of each mortgage Loan registered and rate-locked with AMPLIFY CREDIT UNION. AMPLIFY CREDIT UNION shall have the right to review, from time to time, upon reasonable prior notice to Broker, Broker's files and other documents pertaining to registered mortgage Loans that have failed to close. Such review will be conducted in a manner that does not unreasonably interfere with Broker's normal operations.

BROKER'S REPRESENTATIONS AND AGREEMENTS

6. **Broker Representations and Warranties.** Broker hereby makes all of the following representations to Lender:

a. As of the date of this Agreement and throughout the term of this Agreement, Broker is and will remain duly organized and validly existing as a corporation, partnership, or other form of organization (if applicable) in good standing under the laws of the jurisdiction of its organization, and Broker has and will have the requisite power and authority to enter into and perform this Agreement. In the event of any change of ownership, in whole or in part, or in Broker's form of organization, Broker shall promptly notify Lender in writing in the manner set forth herein. Broker has obtained and shall maintain in good standing all licenses and permits required to originate the Loans hereunder as may be required by applicable federal, state, and local law and shall submit copies of such licenses and permits as requested by Lender.

b. As of the date of this Agreement and throughout the term of this Agreement, Broker has and will have the minimum net worth of \$25,000 and otherwise comply with all licensing or registration requirements for a licensed mortgage company or mortgage broker, a licensed or registered mortgage banker, or lender, in the states in which Broker conducts loan originations and that in the event of any change in Broker's good standing with state or federal regulatory agencies or a change in its ability to meet the net worth requirements mandated by state or federal regulations, Broker shall promptly notify Lender in writing in the manner set forth herein.

c. Broker shall provide Lender, upon Lender's request, updated financial statements together with any other information requested from time to time by Lender to confirm that Broker remains fully licensed, in good standing, and solvent.

d. Broker shall be solely responsible for and shall pay in full all costs and expenses directly or indirectly incurred in performing Broker's duties hereunder. Broker shall have no right to reimbursement of costs or expenses unless Lender agrees to such in writing. Lender shall not be responsible for and shall have no liability for any costs, fees, or expenses incurred and payable to third parties in connection with the processing of the Loan application.

e. This Agreement has been duly authorized, executed, and delivered to Lender and constitutes a valid, legally binding and enforceable agreement.

f. The execution and performance of this Agreement will not violate any provision of any organizational document, instrument, agreement, judgment, order, statute, law, or regulation by which Broker is bound or require the

consent of any other person or governmental authority (unless such consent has been obtained and delivered to Lender in writing).

g. There is no action, proceeding, or investigation pending, or, to Broker's knowledge, threatened, that has or would have an adverse effect on Broker's performance of Broker's obligations under this Agreement or that questions the validity of the Agreement or of any action taken or to be taken pursuant hereto.

h. All fees charged by Broker in connection with each Loan will represent the reasonable market value for goods actually furnished or services actually performed by Broker.

i. Broker has established a Quality Control Plan that meets each of the requirements established by the Federal National Mortgage Association for all loans. Broker regularly samples and reviews or causes a qualified third party to sample and review its Loan Packages according to the requirements of its Quality Control Plan and issues reports of its findings. Broker reviews the findings and produces a written response that explain how the findings occurred and what corrective action Broker will take to prevent reoccurrence of the findings. Finally, Broker implements the recommended corrective actions.

j. Each person participating in originating Loans for Broker is an employee of Broker.

k. Neither Broker nor any of Broker's employees have acted as the notary in the settlement. If an entity which Broker has any ownership in or control over conducts the settlement, Broker does not share any employees with that entity.

l. Broker has not and will not engage in any unfair or deceptive lending practices, including failing to comply with the spirit or letter of any federal, state, or local law governing lending and equal rights, consumer rights, or abusive lending practices, misrepresentation, or false advertising.

m. Broker has not and will not engage in any predatory, abusive or deceptive lending practices, including but not limited to, the extension of credit to a mortgagor without regard for the mortgagor's ability to repay the mortgage Loan and the extension of credit to a mortgagor which has no apparent benefit to the mortgagor, were employed in connection with the origination of the mortgage Loan.

n. Broker has no knowledge nor any reason to know (i) of any damage to the Property proposed as security for the Loan by fire, windstorm or other casualty, (ii) that any Property has been or will be condemned, (iii) of any detrimental conditions which could reasonably be expected to adversely affect the market value of the Property proposed as security for the Loan including, but not limited to, expansive soils, underground mines or storage tanks, soil subsidence, landfills, superfund sites, special study zones, noncompliance with all applicable environmental laws, or other conditions similar to any of the foregoing, (iv) of any outstanding mechanics' or materialmen's liens which are or may be a lien prior to, or of equal priority with, the lien of the Mortgage except those which are affirmatively insured against by the title insurance policy, (v) of any outstanding oil, gas or other mineral interest not owned or controlled by the proposed borrower which might jeopardize the security interest in the Property or in any manner diminish the value of the Property as security for the Loan, (vi) of any circumstance or condition which might indicate that the appraisal is incomplete or inaccurate or that the value of the Property proposed as security for the Loan might not be at least the amount reported therein, or (vii) of any circumstances or conditions with respect to the Property proposed as security for the Loan (including, without limitation, lack of any required inspections, licenses, or certificates, required by law), the borrower or the borrower's credit standing that could reasonably be expected to cause private institutional investors to regard the Loan as an unacceptable investment, or cause the Loan to become delinquent, or adversely affect the value or marketability of the Loan.

o. All documentation and information submitted to Lender by Broker in connection with the broker application to become an approved broker with AMPLIFY CREDIT UNION is true, correct, valid, and genuine in all material respects and Broker has not failed to include any information the exclusion of which would cause such documentation and information to be misleading.

p. Except as otherwise disclosed to AMPLIFY CREDIT UNION in writing before the brokering of any Loan, Broker: (i) has not received, and has no agreement to receive, any direct or indirect payment from any third party with respect to the Loan application package (or the related real estate transaction), including without limitation, payments from escrow agents, appraisers, or real estate brokers, or agents of borrowers, and (ii) has no direct or indirect ownership interest in any Property acting as security for the Loan. Broker will not collect any fees in advance of closing from prospective borrowers unless permissible under applicable law and regulation and fully disclosed to AMPLIFY CREDIT UNION. Broker has not advanced funds or induced, selected or knowingly received an advance of funds by a party other than the Borrower for the payment of any amount required to obtain the Loan.

q. All improvements upon the mortgaged Property are insured by an insurer acceptable to AMPLIFY CREDIT UNION against loss by fire, hazards of extended coverage and such other hazards as are customary in the area where the mortgaged Property is located, in an amount not less than the minimal amount set forth in the Guidelines for the applicable loan program. Each such insurance policy contains a "standard mortgagee clause" and such other clauses and endorsements as specified in the Guidelines.

r. No mortgage Loan will be brokered to AMPLIFY CREDIT UNION that was originated by any party other than Broker or Broker's employees, without the express written consent of AMPLIFY CREDIT UNION.

s. Broker has not done or omitted to do anything that could cause a contract of private mortgage insurance to be cancelled, denied or rescinded.

t. All mortgage Loan applications submitted to AMPLIFY CREDIT UNION will be originated and prepared by trained employees of Broker, competent in all relevant aspects of mortgage lending activities and will be properly originated, prepared and completed in accordance with the procedures and guidelines of AMPLIFY CREDIT UNION which shall be known to Broker.

u. If AMPLIFY CREDIT UNION has determined that the Property proposed as security for a mortgage Loan is located in a special flood hazard area and that flood insurance is available under the National Flood Insurance Act of 1968, as amended, then the Property is covered by a flood insurance policy in the required amount with an insurer acceptable to AMPLIFY CREDIT UNION. Broker has provided prospective borrowers with the Notice of Special Flood Hazards and Availability of Federal Disaster Relief Assistance as prescribed by the Flood Disaster Protection Act of 1973, as amended, not later than the deadline imposed by such Act.

v. Broker does not employ any individual involved in the origination process of a mortgage Loan that is listed on the General Services Administration Excluded Party List or the HUD Limited Denial of Participation List. Broker has and will take reasonable steps to ensure they do not employ an individual on either list in compliance with FNMA Announcement SEL-2010-01.

w. No escrow company or title company used by Broker for any mortgage Loan submitted to AMPLIFY CREDIT UNION is owned, in whole or in part, by Broker.

7. **Broker Representations and Warranties as to Each Loan.** As to each Loan originated hereunder, Broker hereby makes all the following representations to Lender to the best of their information:

a. Neither Broker nor any of its employees, affiliates, directors, or agents has violated any applicable federal, state, or local laws, regulations, or rules, including, without limitation, applicable state and local lending and licensing laws, the Dodd Frank Wall Street Reform and Consumer Protection Act, the Fair Credit Reporting Act, the Federal Fair Housing Act, the Real Estate Settlement Procedures Act ("RESPA"), the Federal Truth in Lending Act ("TILA"), the Equal Credit Opportunity Act ("ECOA"), the Home Mortgage Disclosure Act ("HMDA"), the Fair Housing Act, the Flood Disaster Protection Act, the Fair Debt Collection Practices Act, the Gramm-Leach-Bliley Act, the SAFE Act, the Bank Secrecy Act, the TILA-RESPA Integrated Disclosure Rule ("TRID") and all regulations promulgated thereunder as well as all regulations enforced by the Consumer Financial Protection Bureau (CFPB) or any other federal agency, as well as all promulgated rules and regulations relating thereto, and all other federal, state and local laws and regulations that govern mortgage origination and the services appurtenant thereto. These federal regulations include, but are not limited to the following, as they read today and as they may be amended under the Dodd-Frank Wall Street Reform and Consumer Protection Act (Dodd-Frank): Regulation B, Regulation C, Regulation X and Regulation Z. Broker shall also strictly comply with all applicable laws prohibiting predatory lending, lending discrimination, and unfair or deceptive practices. Broker shall also comply with all requirements, terms, and conditions contained in the Broker Binder, as amended from time to time. The contents of this paragraph may be referred to generally as the 'Rules and Regulations'.

b. No Loan submitted hereunder will be covered by 12 CFR 1026.32 (the Home Ownership and Equity Protection Act) or would otherwise be considered a "High Rate" or "High Cost" mortgage loan under applicable federal, state or local law or regulation.

c. Broker shall have taken the Loan Application from the Loan applicant and shall have performed for such Loan applicant or Lender the services required under RESPA in compliance with all Rules and Regulations. All fees charged to Borrowers are legally permissible, appropriate, and reasonably related to the value of the services rendered. Broker has given all disclosures to and executed all agreements with Loan applicant as required or mandated

under applicable law. With respect to each application, Broker completed and processed the Loan application and Broker produced the Loan application and remainder of the Loan Package in full compliance with all Rules and Regulations as defined herein. Broker additionally warrants that Broker has obtained the consent of each Borrower to obtain a credit report for or on behalf of such Borrower.

d. Broker **shall not** disclose any Loan Estimate or other disclosures on behalf of Lender without Lender's prior written authorization. Broker shall not under any circumstance be Lender's agent for purposes of delivering any disclosures to consumers until Lender has reviewed and approved the disclosures and specifically authorized Broker in writing to deliver said disclosures on Lender's behalf.

e. The Loan Package and supporting documentation contain no misinformation or misstatement of any material fact, and all information submitted by Broker to Lender is true, correct, valid, and genuine to the best of Broker's knowledge and belief. No Loan has been originated by a party other than Broker.

f. Broker has no knowledge or information with respect to any Loan, Loan applicant, or Property that serves as collateral for any Loan, that can reasonably be expected to cause an institutional secondary mortgage market investor to regard the purchase of the Loan as an unacceptable investment, cause a Loan to become delinquent or default, or adversely affect the value of any such Loan.

g. Broker will adhere to all the terms and conditions set forth in this Agreement.

h. All Application Information submitted to Lender in connection with a Loan Package is true, correct, currently valid, genuine, and free of misrepresentation to the best of Broker's knowledge and belief. In addition, none of the Application Information is misleading, and no Application Information has been omitted. Without narrowing the scope of the foregoing, (a) neither Broker or its employees have engaged in any fraudulent activity and no other person in connection with the origination or processing of the Loan Package has engaged in fraudulent activity by act or omission, (b) each signature on the documents or disclosure in a Loan Package is genuine, and each person signing such documents had the legal capacity to enter into the transaction contemplated by the Loan Package, (c) there are no detrimental factors relating to the eligibility of the Borrowers, the collateral Property, or any other aspects of the Loan or collateral that adversely affect the value or marketability of the Loan or collateral, would cause a Loan to become delinquent or default, cause FHA, VA, USDA or a private mortgage insurer to regard the Loan as ineligible for insurance or guaranty, or cause an Investor to regard the Loan as an unacceptable investment for resale, and (d) Broker has followed generally accepted mortgage industry practices and procedures which would uncover and disclose such information.

i. In the event an appraisal has been obtained by Broker as a part of the Application Information, the appraisal provides an accurate market value of the Property, the appraiser possesses all licenses and government approvals necessary to perform appraisals; the appraiser is approved by Lender; the appraiser has no direct or indirect interest in a Loan Package submitted to Lender, including an ownership interest in any other Loan secured by the collateral Property, in any Property pledged as security for the subject Loan; except for fees paid for the appraisal report, the appraiser will not receive any financial benefit from any other person as a result of the subject Loan; the appraiser will receive no compensation which is affected by the approval or declination of the Loan Package, and Broker has policies and procedures in place to prevent undue influence of the appraiser's valuation of a subject Property.

j. Broker has attempted to put the Borrower in the highest investment grade mortgage product for which the Borrower qualifies, even if the Borrower originally applied for a lower investment grade (higher cost or resulting in lower proceeds) product or program. Proposed Loans will result in reasonably improved financial position for the Borrower or there are other factors indicating that a Loan is substantially beneficial to the Borrower. Each Borrower was provided with literature and required counseling addressing the issues they should consider when obtaining a mortgage Loan. Broker has not encouraged a refinancing Borrower to default on his/her prior Loan.

k. Broker has complied with the anti-steering provisions of Regulation Z, 12 C.F.R. §1026.36, and the related Official Staff Commentary and any amendments thereto. Broker acknowledges that loan originators and mortgage brokers are prohibited from steering Borrowers to accept a mortgage loan product based solely on the fact that the loan originator will receive greater compensation for arranging a mortgage loan product selected than the loan originator or broker would receive had the Borrower selected or been offered other mortgage loan product(s) unless the transaction is in the Borrower's interest. Broker provided the Borrower an anti-steering disclosure which describes the loan options ("Loan Options") for each type of Loan in which the Borrower expressed an interest ("Anti-Steering Disclosure"). At a minimum, the Anti-Steering Disclosure contained a notice and acknowledgment by a representative of the Broker that the following were offered to the Borrower for each type of Loan in which the Borrower expressed an interest: (1) The loan with the lowest interest rate; (2) The loan with the lowest interest rate without certain specified

features, such as negative amortization, a prepayment penalty, interest-only payments, a balloon payment within the first 7 years of the loan, a demand feature, shared equity or shared appreciation; and (3) The loan with the lowest total dollar amount for origination points or fees and discount points. The Broker obtained Loan Options from three or more mortgage lenders with which the Broker regularly and currently does business. In the event that the Broker did not do business with three or more mortgage lenders at the time Broker presented the Anti-Steering Disclosure, Broker obtained the Loan Options from all mortgage lenders with which the Broker conducts business. With regard to the Loan Options presented to the Borrower in the Anti-Steering Disclosure, the Broker has a good faith belief that the Borrower likely qualified for each Loan presented. If the Broker presented more than three Loan Options to the Borrower, the Broker highlighted the three Loan Options which satisfy the criteria above. For ARM Loans, the lowest interest rate was determined by the fully-indexed rate at closing without regard to discounts or Premiums. The Anti-Steering Disclosure was acknowledged by a representative of the Broker and included in the Loan File with submission. Broker further acknowledges and agrees that it shall not register a Loan with Lender for one of Lender's portfolio or other non-secondary market product options unless and until Broker has first attempted, in good faith, to qualify the Borrower for each available secondary market product option available to Broker from Lender and from the other mortgage lenders with which Broker conducts business and determined that the Borrower does not qualify for any such secondary market product options.

l. Broker has complied with the fair lending requirements of the FHA and all regulations promulgated pursuant thereto and with all other applicable federal, state and local laws, rules and regulations pertaining to fair lending. With respect to each applicant, Broker has not discriminated in the provision of or in the availability of financial assistance because of the consideration of (A) trends, characteristics or conditions in the neighborhood or geographic area surrounding a housing accommodation, unless Broker can demonstrate in the particular case that such consideration is required to avoid an unsafe and unsound business practice, or (B) race, color, religion, sex, handicap, marital status, domestic partnership, national origin or ancestry. Further with respect to each applicant, Broker has not considered the racial, ethnic, religious or national origin composition of a neighborhood or geographic area surrounding a housing accommodation or whether or not such composition is undergoing change, or is expected to undergo change, in appraising a housing accommodation or in determining whether or not, or under what terms and conditions, to provide financial assistance.

m. In connection with each application submitted to Lender pursuant to this Agreement, no applicant was encouraged or required to select a mortgage loan product which is a higher cost product designated for less creditworthy Borrowers unless, at the time of the Application, such applicant did not qualify, taking into account credit history and debt-to-income ratios, for lower cost credit then offered by Lender.

n. Except as otherwise disclosed to Lender and approved by Lender in writing prior to closing, Broker does not have, and shall not have, any direct or indirect ownership interest, or any familial relationship interest, in any mortgaged Property intended to secure a proposed mortgage Loan.

ARTICLE III - GENERAL PROVISIONS

1. **Quality Control Reporting.** Broker understands and agrees that Lender may report information about any application for a Loan that Lender reasonably believes to contain misrepresentations or irregularities to any applicable federal or state regulatory agency or to any mortgage industry background database, and Broker hereby releases Lender from any and all damage, loss, liability, costs, actions, causes of action, claims, demands, or expense that may arise from such reporting or the use by any mortgage industry background database user of any information submitted by Lender with respect to Broker or Broker's affiliates, directors, officers, agents, employees, or successors or assigns.

2. Remedies for Breach.

a. **Event of Breach and Rights of Lender.** In the event that (i) Broker breaches any covenant or requirement of this Agreement, or (ii) any of the representations or warranties made in this Agreement by Broker are found to be false, incorrect or otherwise misleading at the time made or at any time after they are made, or (iii) any evidence of fraud exists with regard to a Loan committed by the Broker, then a breach of this Agreement has occurred and Lender may require Broker to repurchase the Loan as described below as well as any other remedy available at law or equity. Broker agrees that any breach may result in the impairment of a Loan originated under this Agreement (an "Impaired Loan"), requiring Lender to repurchase an Impaired Loan from an Investor, or indemnify an Investor against losses suffered in connection with an Impaired Loan, prevent an Investor from purchasing an Impaired Loan, or prevent Lender from selling an Impaired Loan, and may cause Lender or its Investor to exercise certain remedies including resale of the Impaired Loan at a discount or foreclosure and sale of its collateral, which may result in damages subject to reimbursement by Broker under this Agreement should the Broker be implicated in the impairment. Lender will have full discretion to deal with these Impaired Loans as it sees fit, without affecting Broker's obligations to

reimburse costs or repurchase an Impaired Loan, so long as Lender exercises good faith in making such determinations, and Lender will not be required to consult with or give notice of such action to Broker. In the event of a breach in connection with Broker's obligations to comply with federal, state and local laws, regulations, opinions or policy statements, rules, and ordinances, Lender may cure the breach without notice to the Broker by reducing any fees due to the Broker from the consumer or Lender or both in an affected Loan transaction.

b. **Repurchase due to Early Loan Payoff.** If a Loan previously purchased or funded by Lender (either closed in the name of the Broker or another Lender) pre-pays in full within one hundred eighty (180) days of the purchase or funding date by Lender, Amplify has the right to request that Broker pay Lender, within thirty (30) days of notice by Lender, all fees, commissions, Premiums, or similar amounts paid by Lender to Broker as compensation for such Loan.

c. **No Solicitation.** Broker will not directly solicit for refinance any Borrower who obtains a Loan from Lender through Broker for one-year following the Closing Date. If such solicitation occurs and results in a refinance, Broker agrees to pay to Lender as liquidated damages within thirty (30) days of written notice a sum (1) equal to the greater of all compensation Broker receives in connection with the refinanced Loan or (2) any amount due from Lender to an Investor as a result of the refinance.

3. **Indemnity.** Broker shall indemnify, defend and hold Lender harmless from and against any losses, liabilities and claim, including attorneys' fees, incurred by or assessed against Lender by reason of Broker's breach or alleged breach of any provision of this Agreement. Broker shall have the right to engage legal counsel to represent the interests of Lender if any third-party claim falling within the scope of this indemnity is asserted. Broker's indemnity obligations shall be fully applicable when the Broker is found to have committed fraud related to the loan application and its contents. This indemnity shall survive the term of this Agreement.

4. **Termination.** Either party may terminate this Agreement with or without cause at any time by giving written notice to the other party in the manner set forth herein. However, in the event that Lender, in its sole discretion, reasonably determines that there has been fraud or misrepresentation concerning Loans delivered by Broker, or any other material breach by Broker of this Agreement, Lender reserves the right to terminate this Agreement immediately and without prior notice, and to refuse to close any Loans registered by Broker prior to such termination, regardless of whether the interest rate and points of such Loans have been locked-in by Lender. All rights and obligations of the parties hereto that arose prior to termination shall survive the effective date of termination of this Agreement.

5. **Survival and Scope of Representations, Warranties and Obligations.** Each representation, warranty, obligation contained in this Agreement, or any instrument, certificate, addendum, exhibit or other writing intended by Lender and Broker to be a part of this Agreement or required by Lender with Broker's application for approval shall survive for the full remaining term of each Loan to which they apply, irrespective of the sale of Loan by Lender or termination of this Agreement. This Agreement incorporates the representations made in each MU-1, MU-2, MU-3 and MU-4 form submitted to the National Mortgage Licensing System & Registry by Broker or any employee or independent contractor of Broker as if it were made in this Agreement.

6. **Compensation Plan.** This agreement including attached Broker Compensation Addendum establishes the agreed-upon compensation between Lender and the Broker. Lender will offer one plan which is a Lender-Paid Plan. Compensation may not come from multiple sources, thus all compensation on each Loan must be 100% Lender-paid. In addition to all other terms of this Agreement, Broker shall fully comply with the additional terms and conditions set forth in Compensation Addendum.

a. **Additional Provisions. Broker Compensation to Loan Officers.** The Broker is responsible for complying with all Rules and Regulations as defined herein including all aspects of Regulation Z's Section 1026.36, including compensation to their Loan originators. Bonuses are allowed as long as they are not based on a specific Loan. For example, bonuses are allowed to be paid on overall volume or quality. The Broker may also split the Broker's compensation with the loan originator as long as the amount is a fixed percentage or fixed dollar amount. The Broker may not pay the loan originator on a loan's terms or conditions or interest rate. The Broker may not compensate a loan originator on factors that are considered proxies for a term of the Loan such as the credit score or debt-to-income ratio. If the Broker has multiple branches, all loan originators of each branch must only be paid based on the compensation agreement in place for their branch and may not submit loans through another branch on a different compensation agreement. The Broker must have written compensation agreements in place with its loan originators. These compensation agreements may change periodically but cannot change by loan. Thus, if the loan originator is on a salary and the Broker changes a loan from one Plan to the other, the Broker must continue to pay the loan originator on a salary. There may be other forms of acceptable and unacceptable compensation. This paragraph is only intended

to outline Broker responsibilities as they relate to compensation to loan originators. The Broker should refer to the TILA and Regulation Z for further guidance or seek legal advice.

b. **Modification of Compensation Plans.** The Broker cannot change compensation plans on a per-loan basis. Established compensation via the attached Compensation Addendum will remain in effect for a minimum of one calendar quarter (1st Quarter = January thru March), (2nd Quarter = April thru June), (3rd Quarter = July thru September) and (4th Quarter = October thru December). If Lender amends its compensation plan, Broker may adopt the revised plan by notifying Lender in writing at least two weeks before the end of the current calendar quarter. An amended Compensation Addendum will be prepared stating the new compensation amount and must be executed by both Parties. Changes will be effective on the first day of the next calendar quarter following the Lender's receipt and approval of the signed amended Compensation Addendum. Once the modification to the Compensation Addendum is made, the Broker is responsible for managing Loans in its pipeline to ensure each Loan still complies with the Rules and Regulations as defined herein.

7. **Right to Offset Costs, and Rescission by Borrower.** Lender will pay the compensation due to Broker for performance of its obligations under this Agreement after deducting all fees and charges due Lender and as specified in Lender's price schedules. Broker will not be due and Lender will not pay any compensation until a Loan is closed, funded, and the security instrument is recorded in the official records of the County in which the collateral Property is located. Broker agrees to modify the amount of any compensation if it exceeds the reasonable value of the services rendered or the restrictions of applicable laws, regulations, ordinances, or regulatory policies. **THERE IS NO AGREEMENT BETWEEN BROKER AND LENDER OR ANY OTHER PERSON OR ENTITY FOR REFERRAL FEES, REBATES, BONUSES, KICK-BACKS OR OTHER SIMILAR PAYMENTS, AND NONE HAVE BEEN OR WILL BE MADE.** Lender will have no obligation to pay to Broker any sum owed to Broker by a Borrower. Lender may offset any amounts owed now or later by Broker to Lender, whether under this Agreement or otherwise against any amounts owed to Broker and Broker further agrees that in the event that a Borrower rescinds a Loan that Broker will refund to Lender all of Broker's compensation and fees paid by Borrower or Lender whether paid through or outside of a Loan's settlement.

8. **Corrective Changes to Loan Documents.** Broker hereby gives Broker's consent, together with any assistance that Lender may require from Broker, to Lender to cure any deficiencies or errors to the documents in either the Loan Package or the documents assigned to Lender in connection with the closing, funding, or delivery to Lender of any Loan. Broker irrevocably makes, constitutes, and appoints Lender as Broker's attorney-in-fact with full power of substitution for and on behalf and in the name of Broker for the limited purpose of completing, executing, delivering, and recording any assignment or other document, to endorse any Mortgage Note in the name of Broker and to do every act or thing necessary or desirable to effect transfer of a Lender-funded Loan or any related collateral.

9. **Disclosure of Principal Transactions.** Broker will not participate in any transaction involving a Loan funded by Lender in its capacity as a Broker if Broker or any of its principals is (a) a principal (i.e., buyer or seller) in the underlying transaction, (b) a real estate broker in the underlying transaction, (c) the mortgagor in the transaction, or (d) receiving any financial benefit at all from the underlying transaction or any other person in connection with the Loan or the underlying transaction, except for compensation as a broker which is fully disclosed in the closing documents. In the event that Broker violates any provision of this subparagraph, all gross profits, compensation, rents, income, property or other benefit derived by Broker directly or indirectly in connection with the transaction (computed without reduction for value or consideration given by Broker in the transaction) belong to Lender and will be paid by Broker to Lender upon demand.

10. **Change in Underwriting Standards.** Broker agrees that AMPLIFY CREDIT UNION's underwriting standards may be amended at any subsequent time upon reasonable prior written notice to Broker. Upon such change and written notice, Broker shall comply with all modified underwriting guidelines and modifications thereto.

11. **Confidential Information.** Each party recognizes that, in connection with this Agreement, it may become privy to non-public information regarding the financial condition, operations and prospects of the other party. Each party agrees to keep all non-public information regarding the other party strictly confidential, and to use all such information solely in order to effectuate the purpose of this Agreement, provided that each party may provide confidential information to its employees, agents and affiliates who have a need to know such information in order to effectuate the transaction, provided further that such information is identified as confidential nonpublic information. In addition, confidential information may be provided to a regulatory authority with supervisory power over AMPLIFY CREDIT UNION or Broker, provided such information is identified as confidential non-public information. Each party agrees that it will ensure the protection of the confidentiality and security of nonpublic personal information in compliance with the Gramm-Leach-Bliley Act (P.L. 106-102) (15 U.S.C. §6809) and implementing regulations thereof,

and all other applicable law. Each party shall maintain an appropriate information security program and adequate administrative and physical safeguards to prevent the unauthorized disclosure, misuse, alteration or destruction of nonpublic personal information and shall inform the other party as soon as possible of any security breach or other incident involving possible unauthorized disclosure of or access to nonpublic personal information.

12. **Proprietary Information/Non-Circumvention.** Broker acknowledges that unique lending programs, processes, guidelines, and procedures (the "AMPLIFY CREDIT UNION Programs") constitute a trade secret and represent proprietary information owned solely by AMPLIFY CREDIT UNION. Broker agrees that Broker, its officers, directors, employees, agents, successors, and assigns will keep AMPLIFY CREDIT UNION's Programs confidential and will use AMPLIFY CREDIT UNION's Programs only in conjunction with this Agreement. Broker further agrees that Broker, its officers, directors, employees, agents, successors, and assigns will not circumvent AMPLIFY CREDIT UNION by dealing directly with AMPLIFY CREDIT UNION's investors regarding any AMPLIFY CREDIT UNION loan program. This clause shall survive the termination of this Agreement and shall be enforceable by and in addition to any other remedies allowable by law.

13. **Independent Contractor.** Lender and Broker agree that Broker is neither an agent nor an employee of Lender. Instead, Broker is an independent contractor, and may not hold itself out as an agent, representative or employee of Lender or as having any endorsement from or affiliation with Lender. Broker has no authority to sign any documents on Lender's behalf or to commit Lender to fund Loans. This Agreement does not appoint Broker as an attorney-in-fact of Lender or create a power of attorney in Broker. Broker will not make express or implied representations or warranties to Applicants that conflict with its authority in this Agreement. Broker will not use Lender's name in any form of advertising without Lender's prior written consent.

14. **Adverse Action Notices.** When Lender decides it will not approve a Loan, it will provide an "adverse action" notice as required by Regulation B (12 CFR §1002.9) to Broker for delivery to the Borrower(s) no later than thirty (30) days after the date Lender received a "completed application" (as defined in 12 CFR §1002.2) from the applicant.

15. **Cancellation.** Lender may cancel a Loan for any reason permissible by law, including the following: If Lender discovers any misrepresentation or other incurable defect in a Loan Package that would make a Loan unacceptable for purchase by Lender's Investors. In the case of misrepresentations and incurable defects caused by Broker or when Broker refuses to modify compensation as required by this Agreement, Broker will pay to Lender its out-of-pocket expenses in connection with a resulting cancelled Loan.

16. **Assignment.** Broker shall not have the right to assign this Agreement or any of Broker's duties, obligations, or rights hereunder without the prior written consent of Lender. Lender may assign this Agreement, in whole or in part, to its subsidiary or to any purchaser or transferee to whom Lender may sell or transfer any of the Loans subject to this Agreement without the consent of Broker. Except as otherwise provided herein, this Agreement and all of the terms and conditions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

17. **Notices.** All notices required herein shall be in writing and shall be deemed to have been given, made and received:

- a. one business day after the date of dispatch, if by facsimile with a confirmed transmission.
- b. one business day after deposit, if delivered by a nationally recognized courier service offering guaranteed, overnight delivery; or
- c. three business days after deposit in the United States mail, certified mail, postage prepaid, return receipt requested, at the addresses appearing below.

All notices required to be given may be given by registered or certified mail addressed as follows:

If to Broker:

Company Name: _____
Address: _____
Attention: _____
Telephone: _____
Facsimile: _____

If to Lender:

Company Name: AMPLIFY CREDIT UNION
Address: 3600 WEST PARMER LANE
Austin, Texas 78727

Attention: AVP, THIRD PARTY LENDING
Telephone: (512) 836-5901

18. **Governing Law; Forum Selection; Severability.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without giving effect to the conflict of law principles thereof. Each of the Parties irrevocably submits to the jurisdiction of any state or federal court located in Travis County, Texas over any action, suit, or proceeding to enforce or defend any right under this Agreement or otherwise arising from any transaction existing in connection with this Agreement. If any provision of this Agreement is found to be invalid, such invalidity shall not affect any other provision hereof.

19. **Attorneys' Fees.** In the event Broker defaults in any of its warranties, representations, or obligations under this Agreement or in any document or obligation relating to this Agreement, Broker may be responsible for paying Lender's reasonable attorneys' fees and expenses incurred in enforcing Lender's rights hereunder.

20. **Waiver.** No modification or waiver of any provision of this Agreement or of the rights and obligations of the parties shall be effective unless in writing and signed by an authorized representative of the party waiving compliance. Any such waiver or consent shall be effective only in the specific instance and for the purpose for which it is given.

21. **Entire Agreement; Amendments.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, representations, and understandings. All changes, additions, or deletions to this Agreement must be made in writing and signed by each of the Parties hereto; provided, however, that Lender may from time to time amend or update the Broker Binder in the manner contemplated herein and therein.

22. **Cooperation with Authorities.** Broker consents to the disclosure of information regarding Broker, Loan Packages submitted to Lender by Broker for approval or funding, prospective or existing Borrowers or mortgaged Properties, appraisers and other third parties engaged by Broker or through Broker's efforts, or any other information regarding the business of Broker, to state or federal agencies in response to administrative or court subpoenas or upon written request of such agencies. Broker agrees to indemnify and hold Lender harmless from complying with such requests for information.

23. **Construction of Agreement and Captions and Paragraph Headings.** The Parties will construe this Agreement as though drafted by both Parties and not against or in favor of any party. Captions and paragraph headings used in this Agreement are for convenience only and will not be used in construing this Agreement. When the context requires, singular nouns and pronouns include the plural.

24. **Counterparts, Facsimile Signatures and Electronic Signatures.** The parties may execute this Agreement in counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument. The parties agree that this Agreement and related documents will be considered signed when the signature of a party is delivered in person, by facsimile transmission or electronically provided any electronic signature is in compliance with the federal Electronic Signatures in Global and National Commerce Act (E-SIGN) and, if applicable, the Uniform Electronic Transactions Act (UETA) adopted by the state in which the electronic record relating to such document or disclosure is initiated. A facsimile or electronic signature will be treated in all respects as having the same effect as an original.

25. **Facsimile & E-Mail Consent.** Broker grants permission to Lender, its subsidiaries, and affiliates to transmit to Broker via facsimile or e-mail unsolicited advertisements governed by 47 U.S.C. 27 or any similar federal, state, or local statute, regulation, or ordinance governing facsimile or e-mail advertisements. Broker grants this permission for an unlimited number of advertisements and an unlimited period of time. Unless withdrawn, Broker's permission will survive the termination of this Agreement. Broker may only withdraw this permission by written notice to Lender.

26. **Inspection Rights of AMPLIFY CREDIT UNION and Recertification Compliance.** Broker agrees to keep and maintain its books and records as to mortgage Loans hereunder so as to meet and comply with Federal and State laws and regulations. Broker hereby grants permission and authority to AMPLIFY CREDIT UNION to audit its books, records, files, facilities, and the experience and qualifications of Broker's staff, as well as Broker's operations, quality control, procedures, policies, manuals, and employee compensation. Any such audit may be conducted at the location where Broker's activities are performed during normal business hours and Broker agrees to cooperate in any such audit. Broker understands that AMPLIFY CREDIT UNION will maintain an active Quality Control System and that AMPLIFY CREDIT UNION may routinely recertify pertinent credit documentation and appraisals submitted by Broker even after a Loan is closed or sold to AMPLIFY CREDIT UNION.

Broker agrees and authorizes AMPLIFY CREDIT UNION to verify, monitor, and report the business quality of the Broker and Broker's brokerage business at AMPLIFY CREDIT UNION's expense. AMPLIFY CREDIT UNION may use industry sources such as, but not limited to, MARI, Dunn & Bradstreet, and other business credit reports to obtain and report, as the case may be, such information. AMPLIFY CREDIT UNION reserves, in its sole discretion, the right to terminate this Agreement based on such findings.

During the term of this Agreement, AMPLIFY CREDIT UNION will conduct an annual recertification process. Broker will furnish AMPLIFY CREDIT UNION with (i) copies of all renewals of its licenses within thirty (30) days after same are issued to Broker by the applicable regulatory authorities; and (ii) copies of Broker's audited financial statements promptly after the same become available (in the event Broker does not obtain an audited financial statement, Broker will furnish AMPLIFY CREDIT UNION with its internally prepared financial statements, and corporate tax returns certified by Broker's chief financial officer to be prepared in accordance with generally accepted accounting principles consistently applied with any exceptions thereto expressly noted). If requested by AMPLIFY CREDIT UNION, Broker shall also provide any other information reasonably related to substantiating Broker's continuing eligibility status, including, but not limited to, Quality Control procedures and processes. AMPLIFY CREDIT UNION, in its sole discretion, may terminate this Agreement should Broker fail to maintain any of its eligibility thresholds.

27. **Quality Control Program.** 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. 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, Broker shall immediately notify Lender of all such deficiencies and shall promptly undertake remedial actions to cure such deficiencies. 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 paragraph 26. Upon Lender's request, Broker shall deliver a copy of such documentation to Lender without charge.

28. **Arbitration of Disputes, Attorneys Fees.** Any claim or dispute among the parties arising out of this contract shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association and judgment upon the award rendered by the Arbitrator may be entered in any court having jurisdiction in Lavaca County. The fees and costs incurred in any such arbitration (exclusive of each party's attorney's fees and costs) shall be borne equally between the parties; however, any such fees and costs paid by the prevailing party in any such arbitration shall be added to the arbitrator's award and assessed against the non-prevailing party. In addition, the prevailing party shall also be awarded and recover from the non-prevailing party its attorney's fees in addition to any other relief to which it may be entitled. Should either party fail or refuse to pay its share of the fees and costs, then the non-refusing party may advance those fees and costs and the non-paying party shall then be deemed to have waived their right to participate in the binding arbitration and shall be precluded from participating in the arbitration unless and until they have reimbursed the advancing party. Any such reimbursement must be at least 14 days prior to the Arbitration Hearing date in order to cure the default of the non-paying party.

{Signatures on Next Page}

IN WITNESS WHEREOF, Lender and Broker have executed this Agreement as of the date first above written.

BROKER

[Insert Broker's Legal Name in Space Above]

By: _____
Title: _____
Date: _____

LENDER

AMPLIFY CREDIT UNION

By: _____
Title: _____
Date: _____



Compensation Addendum

This Broker Compensation Addendum ("Addendum") is entered into as of the ____ day of _____, 20____, by and between AMPLIFY CREDIT UNION ("Lender") and _____ ("Broker"), collectively referred to as the Parties ("Parties"). This Addendum amends and supplements the Wholesale Mortgage Broker Agreement ("Broker Agreement") entered into by and between Lender and Broker. Hereafter when read together, the Agreement and the Addendum shall constitute one integrated document. This Agreement describes the compensation to be received by Broker and additional representations and warranties from the Broker to the Lender;

In consideration of the mutual undertakings and covenants set forth in this Addendum, and for other good and valuable consideration, the Parties agree as follows:

1. This Addendum restates and supersedes all prior Broker compensation addendums between the Parties. Lender and Broker agree that this Addendum will be effective for loans submitted beginning the first day of the next calendar quarter following Lender's receipt and approval of the Addendum. However, if this Addendum is executed simultaneously with the Broker Agreement referenced herein, then it is effective immediately upon execution by all Parties. Lender and Broker agree that the compensation levels specified below shall be effective until a new compensation addendum is entered into by the Parties that replaces this Addendum. Lender and Broker agree to the following compensation:

Option A: Closed-end loans: 1% of the total loan amount.

Option B: Closed-end loans: 2% of the total loan amount.

Option C: Closed-end loans: 2.5% of the total loan amount.

Broker Selects Option: _____

2. The Broker acknowledges that when compensation is paid by Lender, such amount is and will be their sole source of compensation. The Broker will not charge the consumer(s) any additional fees, or accept any compensation in any form, at any time, from any other party.
3. The Broker acknowledges that if a Loan funded by Lender is repaid in full within one-hundred eighty (180) days immediately following the closing of such Loan, Broker, at Lender's option and sole discretion, shall reimburse Lender the amount of any compensation that was paid to Broker by Lender in connection with the Loan. Broker shall reimburse Lender within ten (10) days after notice of early payoff.
4. By signing below, Broker certifies that Broker has complied with all Rules and Regulations defined in Lender's Broker Agreement.
5. **Loan Officer Compensation:** The Broker acknowledges responsibility for the proper payment of compensation to its loan officers and agrees that all compensation paid by Broker to Broker's loan officers on applicable loans is in compliance with the Rules and Regulations including the compensation provisions set forth in Regulation Z, 12 C.F.R. § 1026.36 and the related Official Staff Commentary and any amendments thereto.
6. **Anti-Steering:** Broker has complied with the anti-steering provisions of Regulation Z, 12 C.F.R. §1026.36, and the related Official Staff Commentary and any amendments thereto. Broker acknowledges that loan originators and mortgage brokers are prohibited from steering Borrowers to accept a mortgage loan product based solely on the fact that the loan originator will receive greater compensation for arranging the mortgage loan product selected than the loan originator or broker would receive had the Borrower selected or been offered other mortgage loan product(s) unless the transaction is in the Borrower's interest. Broker provided the Borrower an anti-steering disclosure which describes the loan options ("Loan Options") for each type of Loan in which the Borrower expressed an interest ("Anti-Steering Disclosure"). At a minimum, the Anti-Steering Disclosure contained a notice and acknowledgment by a



representative of the Broker that the following were offered to the Borrower for each type of Loan in which the Borrower expressed an interest: (1) The loan with the lowest interest rate; (2) The loan with the lowest interest rate without certain specified features, such as negative amortization, a prepayment penalty, interest-only payments, a balloon payment within the first 7 years of the loan, a demand feature, shared equity or shared appreciation; and (3) The loan with the lowest total dollar amount for origination points or fees and discount points. The Broker obtained Loan Options from three or more mortgage lenders with which the Broker regularly and currently does business. In the event that the Broker did not do business with three or more mortgage lenders at the time Broker presented the Anti-Steering Disclosure, Broker obtained the Loan Options from all mortgage lenders with which the Broker conducts business. With regard to the Loan Options presented to the Borrower in the Anti-Steering Disclosure, the Broker has a good faith belief that the Borrower likely qualified for each Loan presented. If the Broker presented more than three Loan Options to the Borrower, the Broker highlighted the three Loan Options which satisfy the criteria above. For ARM Loans, the lowest interest rate was determined by the fully-indexed rate at closing without regard to discounts or Premiums. The Anti-Steering Disclosure was acknowledged by a representative of the Broker and included in the Loan File with submission. Broker further acknowledges and agrees that it shall not register a Loan with Lender for one of Lender's portfolio or other non-secondary market product options unless and until Broker has first attempted, in good faith, to qualify the Borrower for each available secondary market product option available to Broker from Lender and from the other mortgage lenders with which Broker conducts business and determined that the Borrower does not qualify for any such secondary market product options.

7. This Addendum supersedes all prior broker compensation agreements between the Parties and, along with the Broker Agreement, constitutes the entire agreement between the Parties with respect to the Broker's compensation as of the Effective Date stated below and may not be contradicted by evidence or prior or contemporaneous oral agreement between the Parties. There are no oral agreements between the Parties with respect to the subject matter of this Addendum. In the event of a conflict among any of the terms contained in this Addendum and the Broker Agreement, this Addendum shall control. All other terms in the Broker Agreement not in conflict with this Addendum shall remain in full force and effect.
8. This Addendum shall be governed by and interpreted in accordance with the laws of the state of Texas.
9. Broker acknowledges the terms of this Addendum govern all loans submitted to Lender from all office locations.

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

IN WITNESS WHEREOF, Lender and Broker have executed this Agreement as of the date first above written.

BROKER

[Insert Broker's Legal Name in Space Above]

By: _____
Title: _____
Date: _____

LENDER

AMPLIFY CREDIT UNION

By: _____
Title: _____
Date: _____



COMPLIANCE ATTESTATION FORM

On behalf of _____ (the "Company"),
I certify that the Company has implemented an Anti-Money Laundering Program compliant with FinCEN's Anti-Money Laundering Program and Suspicious Activity Report Filing Requirements for residential mortgage lenders and originators and that said program contains:

- Policies, procedures and internal controls, based upon an assessment of money laundering and terrorist financing risks associated with the mortgage broker's/correspondent lender's products and services that will reasonably prevent, detect and report potential money laundering and other suspicious activity.
- Appointment of an AML Compliance Officer to administer the policy who is knowledgeable with Anti-Money Laundering and Suspicious Activity Report requirements
- A requirement for educating and training appropriate staff, either internally or by a third-party
- Independent testing, either by a third-party or internally, but not by the AML Compliance Officer, to monitor and maintain an adequate program
- A requirement to report suspicious activity to FinCEN within 30 days of discovery

In addition, all appropriate employees of the Company have received AML-SAR training.

Furthermore, I have reviewed Amplify's Fair Lending Policy statement, a copy of which was provided as part of our application package or recertification and acknowledge that the Company is committed to the practices of fair lending.

By signing below, I declare that I am authorized to execute this attestation on behalf of the Company and that the above is true and accurate to the best of my knowledge.

Signature

Date

Name (Printed)

To ensure our clients are compliant with FinCEN's AML and SAR requirements and Amplify's Fair Lending policy statement we require the above Compliance Attestation form to be completed and returned to Amplify's Client Administration department via email at newclientsetup@goamplify.com.



LOAN FRAUD ZERO TOLERANCE

All approved Wholesale Loan Brokers and Correspondents must be aware that the licensed real estate broker, mortgage lender, mortgage banker or loan broker (collectively, the "Broker") bears the responsibility for all actions of the Broker's employees or licensees. The Broker is responsible for the content and quality of each application taken and each loan submitted to Amplify.

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

Types of Loan Fraud

1. Submission of inaccurate information, including false statements on loan application(s) and falsification of documents purporting to substantiate credit, employment, deposit and asset information, personal information including identity, ownership/non-ownership of real property etc.
2. Forgery of partially or predominantly accurate information.
3. Incorrect statements regarding current occupancy or intent to maintain minimum continuing occupancy as stated in the security instrument.
4. Lack of due diligence by Broker/loan officer/interviewer/processor, including failure to obtain all information required by the application and failure to request further information as dictated by Borrower's response to other questions.
5. Unquestioned acceptance of information or documentation that is known, should be known, or should be suspected to be inaccurate.
 - A. Simultaneous or consecutive processing of multiple owner-occupied loans from one applicant supplying different information on each application.
 - B. Allowing applicant or interested third party to "assist with the processing of the loan."
6. Broker's non-disclosure of relevant information.

Loan Fraud

The effects of "Loan Fraud" are costly to all parties involved. Amplify stands behind the quality of its loan production. Fraudulent loans cannot be sold into the secondary market and, if sold, will require repurchase by Amplify. Fraudulent loans damage our reputation with our investors and mortgage insurance providers.

The price paid by those who participate in "Loan Fraud" is even more costly. The following is a list of a few of the potential consequences that may be incurred:

Consequences to Broker

1. Criminal prosecution.
2. Loss of Broker's license.
3. Loss of lender access due to exchange of information between lenders, mortgage insurance companies including submission of information to investors (Freddie Mac/Fannie Mae), police agencies, and the State Licensing Agencies.
4. Civil action by Amplify.
5. Civil action by applicant/borrower or other parties to the transaction.
6. Loss of approval status with Amplify.

I have read the foregoing and understand Amplify's position on "Loan Fraud".

COMPANY NAME

SIGNATURE OF "BROKER OF RECORD"

SIGNATURE OF PRINCIPAL OFFICER

STATE / LICENSE NUMBER