



TIB WHOLESALE BANK APPLICATION AND CONTRACT

INSTITUTION INFORMATION

BANK NAME: _____	TAX ID: _____
CORPORATE OFFICE ADDRESS: _____	MAILING ADDRESS: _____
CITY: _____	CITY: _____
STATE & ZIP: _____	STATE & ZIP: _____
#OF BRANCHES: _____	# OF EMPLOYEES: _____
NMLS NUMBER: _____	BANK WEB SITE: _____
BANK PRIMARY CONTACT: _____	PRIMARY CONTACT EMAIL: _____

PLEASE SIGN FORMS AND ATTACH REQUESTED DOCUMENTATION

FORMS TO BE SIGNED AND DATED

- Mortgage Agreement Contract
- Loan Originator Compensation Anti-Steering Certification & Attestation Form
- Secondary Marketing Policy

DOCUMENTS TO BE PROVIDED

- Resumes for Mortgage Management & Underwriters
- List of all NMLS #s (Bank and Loan Originators)
- QC & Appraisal Policies/Procedures/Approved Appraiser List (If Applicable)
- Executed Lender Comp Plan: _____

TIB APPROVAL

- | | | |
|---|---|--|
| <input type="checkbox"/> GSA SAM Record Search | <input type="checkbox"/> FNMA SCP Record Search | <input type="checkbox"/> HUD Record Search |
| <input type="checkbox"/> NMLS Number Verified | <input type="checkbox"/> MERS Number Verified | |
| <input type="checkbox"/> Financial Statements (Tear Sheet) "Acceptable" or above status | | |
| <input type="checkbox"/> Reviewed and approved by Senior Vice President | | |
| <input type="checkbox"/> Set-up in customer data base & Web Platform | | |
| <input type="checkbox"/> Confirmation and User ID's provided to AE | | |
| <input type="checkbox"/> Application documents scanned and filed | | |



PROFILE INFORMATION

INVESTOR INFORMATION

INVESTOR NAME: _____	CONTACT NAME: _____
PHONE: _____	RELATIONSHIP LENGTH: _____
PRODUCTS SOLD (CONV, VA, FHA): _____	VOLUME SOLD LAST 12 MONTHS: _____

INVESTOR NAME: _____	CONTACT NAME: _____
PHONE: _____	RELATIONSHIP LENGTH: _____
PRODUCTS SOLD (CONV, VA, FHA): _____	VOLUME SOLD LAST 12 MONTHS: _____

INVESTOR NAME: _____	CONTACT NAME: _____
PHONE: _____	RELATIONSHIP LENGTH: _____
PRODUCTS SOLD (CONV, VA, FHA): _____	VOLUME SOLD LAST 12 MONTHS: _____

YES NO Have you been required to repurchase loans from investors in the last year?

_____ If "YES", please provide the number of loans.

_____ If "YES", please provide the aggregate dollar amount

PRODUCTION HISTORY AND BUSINESS RELATIONSHIPS

YES NO

Are all of your loans originated by a federally insured financial institution or a HUD approved mortgagee?

YES NO

Will you be selling third party originated loans to us?

YES NO

Do you have documented policies and procedures to approve and monitor these customers?
(PLEASE ATTACH)

BUSINESS RELATIONSHIPS

YES NO

Do you maintain an account relationship with a Marijuana Related Business?

YEARS	CONV CONFORMING		GOV (FHA/VA)	
	AMOUNT	UNITS	AMOUNT	UNITS
2 YEARS PRIOR				
1 YEAR PRIOR				
CURRENT YEAR				

AGENCY INFORMATION

Indicate with which of the following organizations you are approved to do business with. List the number of loans and dollar amount currently serviced. Please attach approval letter. Indicate if recently applied and if approval is pending.

				APPROVAL DATE	ID NUMBER	# OF LOANS	AMOUNT	
<input type="checkbox"/>	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>	PEND	VETERANS ADMINISTRATION		
<input type="checkbox"/>	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>	PEND	VA AUTOMATIC APPROVAL		
<input type="checkbox"/>	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>	PEND	FEDERAL HOUSING ADMINISTRATION		
<input type="checkbox"/>	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>	PEND	FHA ENDORSEMENT DESIGNATION		
<input type="checkbox"/>	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>	PEND	FANNIE MAE		
<input type="checkbox"/>	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>	PEND	FREDDIE MAC		

YES NO

Has lending, selling, servicing or insuring privileges ever been suspended or terminated by any of the above organizations or by any other state or federal regulatory authority, or by any mortgage insurance company?

If yes, please attach evidence of reinstatement and a statement detailing circumstances.

MORTGAGE INSURANCE COMPANY REFERENCES

COMPANY NAME: _____ CONTACT NAME: _____

PHONE: _____ RELATIONSHIP LENGTH: _____

COMPANY NAME: _____ CONTACT NAME: _____

PHONE: _____ RELATIONSHIP LENGTH: _____

COMPANY NAME: _____ CONTACT NAME: _____

PHONE: _____ RELATIONSHIP LENGTH: _____

SUPPLIMENTARY INFORMATION

YES NO

Do you have a past or present relationship with TIB? If so which services:

YES NO

Do you currently utilize contract underwriting services? If yes, then who:

DESKTOP UNDERWRITER

Please indicate which automated underwriting system used. If other please provide:

LOAN PROSPECTOR

OTHER AUS SYSTEM

YES NO

Does your organization have documented policies and procedures used to approve and monitor vendors?

YES NO

Do you agree to maintain and enforce standards and controls relative to the approval and monitoring of appraisers throughout the duration of your relationship with TIB, NA?

SIGNATURE

SIGNATURE: _____ DATE: _____

PRINT NAME: _____ TITLE: _____



CONTACT INFORMATION

(NAME OF INSTITUTION)

Provide a **Group Email** address for your bank to receive PCR's and other communications from TIB Underwriters and processors. Your bank will be responsible for managing the distribution recipients for your group email.

Please list users from your bank that will require system access to the underwriting platform.

Name: _____

Name: _____

Title: _____

Title: _____

NMLS: _____ Phone: _____

NMLS: _____ Phone: _____

Email: _____

Email: _____

Name: _____

Name: _____

Title: _____

Title: _____

NMLS: _____ Phone: _____

NMLS: _____ Phone: _____

Email: _____

Email: _____

Name: _____

Title: _____

NMLS: _____ Phone: _____

Email: _____

Name: _____

Title: _____

NMLS: _____ Phone: _____

Email: _____

Name: _____

Title: _____

NMLS: _____ Phone: _____

Email: _____

Name: _____

Title: _____

NMLS: _____ Phone: _____

Email: _____

If you have a specific contact for funding please provide:

Name: _____

Email: _____



WHOLESALE MORTGAGE AGREEMENT

This WHOLESALE MORTGAGE AGREEMENT ("Agreement") is made on _____, 20____ by and between TIB, N.A. ("TIB"), a national banking association with its corporate office located at 11701 Luna Road, Farmers Branch, Texas 75234 and _____ with its principal place of business located at _____ ("Bank"). TIB and Bank are hereinafter together referred to as the "Parties" and individually as a "Party".

RECITALS

WHEREAS, Broker is engaged in the business of originating conventional, FHA, VA, and/or jumbo residential mortgage loans, aiding and assisting consumers in the pre-qualification for residential mortgage loans, choosing a mortgage product, completing a mortgage loan application, and processing those applications on behalf of the consumer in exchange for a fee.

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

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

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

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

NOW THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, TIB and Broker agree as follows:

ARTICLE 1 - DEFINITIONS

"Applicant" means the person(s) who submit an Application to Bank that Bank subsequently submits to Lender and who, if Lender agrees to fund the Mortgage Loan, will be liable to TIB as the borrower on a Mortgage and Note, upon Closing.

"Application" means a completed credit application for a Mortgage Loan, the terms and conditions of which TIB shall specify and provide to Bank, including without limitation, terms and conditions relating to the principal amount, credit terms, rates, security and other requirements.

"Bank" means the loan originator identified above who generates Application(s) and submits them to TIB.

"Closing," "Close" or "Closed" means the funding of a Mortgage Loan by TIB.

"Fee Agreement" means a written disclosure and fee agreement between Bank and an Applicant establishing Bank's compensation for its services and the payment thereof.

"Investor" means the owner of a Mortgage Loan after it is sold on the secondary market.

"Lender" means TIB, N.A.(TIB), the mortgage company identified above that may agree to fund Mortgage Loan(s).

"Lender's and/or Investors' Guidelines" (sometimes also the "Guidelines") means the Underwriting criteria established by Lender and/or an Investors.

“Mortgage” means the document(s) evidencing a security interest in or lien on the Mortgaged Property and any other collateral securing repayment of the Note, including without limitation any mortgage, deed of trust, deed to secure debt or security deed.

“Mortgage Loan(s)” means a residential mortgage loan secured by a first or second lien on the Mortgaged Property, evidenced by a Note, Mortgage, and any other documents or instruments evidencing the borrower’s indebtedness and the collateral securing repayment thereof, under this Agreement.

“Mortgage Loan Program” means the criteria established by TIB and/or an Investor, as reflected by TIB’s guidelines, setting forth those Mortgage Loans available to eligible, prospective borrowers for Closing in accordance with the terms of this Agreement.

“Mortgaged Property” means the residential real property improved by a one- to- four family dwelling securing payment of the related Mortgage Loan.

“Note” means the promissory note evidencing a borrower’s obligation to repay a Mortgage Loan.

“TIB” means TIB, N.A., the company that may agree to fund the Mortgage Loan

“Underwrite” or **“Underwriting”** means the examination of an Applicant’s Application, credit history, income and financial resources, assets and appraisal for the purpose of determining whether to extend credit to the Applicant.

ARTICLE 2 - DUTIES OF BANK

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

- 2.7 Bank shall keep the Applicant apprised of Applicant's status with their Application and communicate any changes within a reasonable amount of time. Bank shall assist the Applicant with understanding and addressing any credit problems and maintain regular contact with the Applicant, real estate agents and TIB at all times.
- 2.8 Bank has no authority to obligate, commit or bind TIB to any agreement for any purpose without TIB's prior written consent, and Bank shall not represent or warrant to any Applicant that Lender has finally approved, or will approve or Close, any Mortgage Loan under this Agreement until TIB so notifies Bank in writing.
- 2.9 Bank shall comply with all federal, state, and local laws, rules, and regulations, including the disclosure requirements and prohibitions contained therein, applicable to the conduct of its business, including, without limitation, the following: (i) ECOA and Regulation B, (ii) the Fair Housing Act, 42 U.S.C. §§ 3601 et seq. ("FHA") and the regulations promulgated pursuant thereto, (iii) the Home Mortgage Disclosure Act, 12 U.S.C. §§ 2801 et seq., ("HMDA") and Regulation C, (iv) FCRA, (v) RESPA and Regulation X, (vi) TILA and Regulation Z, (vii) the Home Ownership and Equity Protection Act, 15 U.S.C. §§ 1601 et seq., (viii) the Flood Disaster Protection Act, 42 U.S.C. §§ 4001 et seq., (ix) the Gramm-Leach-Bliley Act, (x) Consumer Finance Protection Bureau, (xi) state, county, and municipal anti-predatory lending laws and ordinances, (xii) state mortgage broker laws, and (xiii) any and all other laws, rules, and regulations applicable to Bank, including those governing fraud, compensation, consumer credit transactions, predatory and abusive lending and mortgage banks and brokers. In connection with ECOA and Regulation B, Bank shall not discourage or pre-screen any Applicant or in any other manner violate the terms of the ECOA and Regulation B. Bank shall ensure that all compensation that it received in connection with any transaction complies with the loan origination compensation requirements set forth in Regulation Z. Bank shall maintain available for TIB's inspection, and shall deliver to TIB upon demand, evidence of compliance with all federal, state and local requirements.
- 2.10 Bank shall be responsible for determining if an Application is "incomplete" or has been "withdrawn" as those terms are construed under HMDA and ECOA, and shall timely apprise TIB of these decisions. In such circumstances, Bank will notify TIB. In the event that TIB decides that it will not approve a particular Mortgage Loan submitted by the Bank, TIB will deliver to any Applicant an "Adverse Action" notice and notify the Bank. TIB shall deliver a completed Adverse Action notice to Applicant specifying the reasons TIB has declined to Close the Mortgage Loan.
- 2.11 Bank shall promptly notify TIB if (A) any substantial change in the ownership, financial condition or management of Bank occurs, within thirty (30) days of the change, (B) Bank relocates their office(s); notification will occur within fifteen (15) days, (C) Bank knows or has reason to know that any information in any Application or other document delivered to TIB under this Agreement becomes untrue or fails to disclose any material fact, (D) any government or other agency has made any adverse finding or taken any adverse action(s) with respect to Bank, or its owners, directors, officers or employees.
- 2.12 Bank shall execute and deliver all instruments required under this Agreement and take all such actions as TIB may reasonably request from time to time in order to affect the purposes of this Agreement and to consummate the transactions contemplated hereby. Without limiting the generality of the foregoing, Bank shall cooperate, to the extent permitted by applicable law, with TIB with respect to a submitted Mortgage Loan after Closing, if TIB requests Bank's assistance with a non-performing or defaulted Mortgage Loan.

***Bank's obligations under this Section 2.12 are continuing and shall survive the termination of this Agreement, to the extent allowed by this Agreement or law.

ARTICLE 3 DUTIES OF TIB, N.A.

- 3.1 TIB shall Underwrite or cause to be Underwritten every eligible Application submitted pursuant to this Agreement. TIB shall have no obligation to issue a commitment, or other comparable document for, or to Close, a Mortgage Loan which it determines, in its sole discretion, does not meet TIB's or Investors' Underwriting requirements. TIB, in its sole discretion, may decline any Application that does not comply with the terms of this Agreement or does not meet Lender's or Investors' Guidelines. TIB shall notify Bank and Applicant promptly of such declination.
- 3.2 TIB and Bank agree that TIB may rely on the information, authenticity, and accuracy of all signatures and information supplied to it by Bank in connection with each Mortgage Loan, including without limitation any Application. TIB's decision not to conduct an independent investigation with respect to the information, authenticity, and accuracy of all signatures and information provided to it by Bank shall not affect or modify the representations, warranties, and covenants made by Bank under Articles 5 or 6 or the rights available to TIB for any breach thereof.
- 3.3 If TIB determines that the Application meets its Underwriting standards, it may, in its sole discretion, issue a Purchase Clearing Report, commitment, or other comparable document in its name to the Bank setting forth the terms and conditions under which it will Close the Mortgage Loan, provided that nothing in this Agreement shall be construed as creating any obligation on the part of TIB to accept or approve such Application or to Close any such Mortgage Loan. If TIB determines that the Mortgage Loan does not meet its Underwriting standards, it will issue a Denial Notice to the Applicant in compliance with all federal, state, and local laws, rules, and regulations. TIB shall have no obligation or liability to Bank for any Mortgage Loan which is not approved by TIB or for any delays in determining whether a Mortgage Loan meets Underwriting standards.

- 3.4 Upon the issuance of a commitment or other comparable document in TIB's name to Bank, TIB shall proceed with the Closing of the Mortgage Loan under the terms and conditions of its commitment or other comparable document to Bank and Bank shall provide such assistance in this regard as reasonably required by TIB so as to Close the Mortgage Loan in a timely and efficient manner.
- 3.5 TIB shall provide to Applicant any and all federal, state and local disclosures required by law, rule or regulation, including without limitation the Loan Estimate, as applicable and required under the Real Estate Settlement and Procedures Act of 1974, 12 U.S.C. §§ 2601 et seq. as implemented by Regulation X ("RESPA") and the Truth in Lending Act, 15 U.S.C. §§ 1601 et seq., as implemented by Regulation Z ("TILA"), the Fair Credit Reporting Act, 15 U.S.C. §§ 1681 et seq. ("FCRA"), and the Equal Credit Opportunity Act, 15 U.S.C. §§ 1691 et seq., as implemented by Regulation B ("ECOA").
- 3.6 TIB shall comply with all federal, state, and local laws, rules, and regulations, including the disclosure requirements and prohibitions contained therein, applicable to the conduct of its business, including, without limitation, the following: (i) ECOA and Regulation B, (ii) the Fair Housing Act, 42 U.S.C. §§ 3601 et seq. ("FHA") and the regulations promulgated pursuant thereto, (iii) the Home Mortgage Disclosure Act, 12 U.S.C. §§ 2801 et seq., ("HMDA") and Regulation C, (iv) FCRA, (v) RESPA and Regulation X, (vi) TILA and Regulation Z, (vii) the Home Ownership and Equity Protection Act, 15 U.S.C. §§ 1601 et seq., (viii) the Flood Disaster Protection Act, 42 U.S.C. §§ 4001 et seq., (ix) the Gramm-Leach-Bliley Act, (x) Consumer Finance Protection Bureau, (xi) state, county, and municipal anti-predatory lending laws and ordinances, and (xiii) any and all other laws, rules, and regulations applicable to TIB.
- 3.7 In the event that TIB decides that it will not approve a particular Mortgage Loan submitted by the Bank, TIB will deliver to any Applicant an "Adverse Action" notice and notify Bank. TIB will deliver a completed Adverse Action notice to Applicant specifying the reasons TIB has declined to Close the Mortgage Loan. Bank shall be responsible for determining if an Application is "incomplete" or has been "withdrawn" as those terms are construed under HMDA and ECOA, and shall timely apprise TIB of these decisions. In such circumstances, Bank will notify TIB.
- 3.8 Bank hereby represents and warrants that it has completed all due diligence necessary for the Mortgage Loan to comply with Regulation Z, namely, a reasonable, good-faith determination before or when Bank consummates a Loan that the borrower has a reasonable ability to repay the Loan. A reasonable, good-faith ability to repay ("ATR") evaluation shall include the following eight ATR underwriting factors:
1. Borrower's current or reasonably expected income or assets (other than the value of the property that secures the Loan) that the borrower will rely on to repay the Mortgage Loan;
 2. Borrower's current employment status (if Bank relies on employment income when assessing the borrower's ability to repay);
 3. Borrower's monthly mortgage payment for the Mortgage Loan. Bank calculates this using the introductory or fully-indexed rate, whichever is higher, and monthly, fully-amortizing payments that are substantially equal;
 4. Borrower's monthly payment on any simultaneous loans secured by the same property;
 5. Borrower's monthly payments for property taxes and insurance that TIB requires the borrower to buy, and certain other costs related to the property such as homeowner's association fees or ground rent;
 6. Borrower's debts, alimony, and child-support obligations;
 7. Borrower's total monthly debt-to-income ratio, that Bank calculated using the total of all of the mortgage and non- mortgage obligations listed above, as a ratio of gross monthly income (Note: borrower's total monthly debt-to-income ratio can be no more than 43% for General QMs); and
 8. Borrower's credit history.

Bank shall verify the above information using reasonably reliable third-party records.

ARTICLE 4 - RATES AND LOCK-INS

Bank shall comply with the guidelines that TIB may distribute from time to time concerning interest rates and lock-ins that apply to a particular Mortgage Loan Program offered by TIB. Bank shall lock all Mortgage Loans submitted to TIB on-line and through TIB's system.

ARTICLE 5 - REPRESENTATIONS, WARRANTIES, AND COVENANTS OF BANK

As an inducement to TIB to enter into this Agreement and to consummate the Closing of each Mortgage Loan from an Application submitted by Bank, Bank hereby represents, warrants, and covenants to TIB, as of the date of execution of this Agreement, as of the date that Bank submits each Application to TIB for approval, and as of the date of Closing of each Mortgage Loan, as follows:

- 5.1 Bank is duly organized, validly existing, and in good standing under the laws of the state of its organization. Bank has the full legal power, capacity, and authority to enter into this Agreement and any related agreements and instruments and to perform its obligations thereunder. The execution and delivery of this Agreement and any related agreements and instruments, and the consummation of the transactions contemplated thereby, have been duly and validly authorized by all necessary persons. This Agreement and any related agreements and instruments constitute the legal, valid, and binding obligations of Bank and are enforceable against Bank in accordance with their terms.
- 5.2 Bank is properly licensed, or is exempt from licensing, and is qualified to do business in all jurisdictions where it originates Mortgage Loans, where it conducts the activities contemplated by this Agreement, and where its business or operations otherwise require such qualification, and is in full compliance with the Secure and Fair Enforcement for Mortgage Licensing Act, 12 U.S.C. §§ 5101 et seq., to the extent applicable. Bank has obtained and shall maintain in good standing all lender's and/or broker's licenses to originate first and/or subordinate lien residential mortgage loans, filings, permits, foreign qualifications, business licenses, and other licenses as may be required by applicable, federal, state, or local laws, rules, or regulations. Copies of all lender's and/or broker's licenses held by Bank and that authorize Bank to engage in the business of brokering residential mortgage loans have been, and renewals will be, provided to TIB. Bank shall promptly notify TIB of the cancellation, renewal, or issuance of any lender's and/or broker's licenses to Bank and shall promptly provide a copy thereof to TIB upon receipt of such cancellation notice, renewal, or license.
- 5.3 Except as previously disclosed in writing to TIB, there are no lawsuits, arbitrations, legal proceedings, governmental actions, threatened or otherwise pending or filed against Bank, which, either individually or in the aggregate, could have a material adverse effect on Bank's business assets, financial condition, or reputation that would affect Bank's ability to perform its obligations under this Agreement. Bank shall immediately disclose to TIB any initiation, threat or actual filing of any of the items listed in this Section 5.3.
- 5.4 No representation, warranty, or written statement made by or on behalf of Bank in this Agreement, or in any written or verbal communication made to TIB in connection with the transactions contemplated hereby, contains, or will contain, any untrue statement of a material fact, or omits, or will omit, to state a material fact necessary to make the statements contained therein not misleading.

ARTICLE 6 - REPRESENTATIONS, WARRANTIES, AND COVENANTS REGARDING INDIVIDUAL MORTGAGE LOANS

As an inducement to TIB to enter into this Agreement and to consummate the Closing of each Mortgage Loan from an Application submitted by Bank, Bank represents, warrants, and covenants to TIB that the following are true and correct with respect to each Mortgage Loan as of the date of execution of this Agreement, as of the date that Bank submits each Application to TIB for approval, and as of the date of Closing of each Mortgage Loan, as follows:

- 6.1 Bank warrants that the Mortgage Loan was not originated by a person other than Bank, its officers, employees, or agents.
- 6.2 All representations and warranties made by Bank and all information contained in any documents submitted to TIB by Bank with respect to the Mortgage Loan are true, correct, and complete and do not omit any material information.
- 6.3 Bank has complied with, and each Application has been or will be submitted to TIB in compliance with, the requirements of this Agreement and all applicable federal, state, and local laws, rules, and regulations. There are no facts, circumstances, or conditions with respect to any Application or Applicant which Bank believes or has any reason to believe could be expected to cause the Mortgage Loan (i) to become delinquent or adversely affect the value or marketability of such Mortgage Loan, or (ii) to be considered a "high cost," "covered loan," "threshold," or "predatory loan" within the meaning of any federal, state, or local law, rule, or regulation. Bank has committed no act or omission that will impair or invalidate TIB's interest in, or the enforceability of, any Mortgage Loan. At all times Bank represents that it has not adversely selected Mortgage Loans for submission to TIB. Bank further warrants that it will not commit any fraudulent acts in connection with its brokering of any Mortgage Loan to TIB and that all information and documents by or on behalf of an Applicant to Bank and by Bank to TIB pursuant to this Agreement are genuine and the information contained in such documents is true, accurate, and complete. In particular, Bank represents that to the best of its knowledge, after a review of the entire loan application package, no fraudulent information or documentation is present in the loan application package or in the origination process used to generate the loan application package. Bank has used its best efforts to assure that nothing contained in any loan application package, whether obtained, derived, or requested by the Applicant, Bank, or otherwise, is untrue, erroneous, misrepresented, or misleading. The examination of any document (original or copy) by TIB or its affiliates shall not constitute a waiver of any kind.
- 6.4 Any appraisal in a file submitted by Bank to TIB for a Mortgage Loan that contains an appraisal of the Mortgaged Property must be signed by a qualified appraiser who has no interest, direct or indirect, in the Mortgaged Property or in the Mortgage Loan or in the security thereof. The appraiser did not receive compensation which was affected by or dependent in any way on the approval or disapproval of the Mortgage Loan. The appraisal was completed in compliance with the Uniform Standard of Professional Appraisal Practice and all applicable federal and state laws and regulations, including without limitation, Title XI of the Financial Institutions Reform, Recovery and Enforcement Act of 1989 and the regulations related thereto. At the time that the appraisal was made, the

appraiser was in compliance with all applicable licensing and certification requirements in the state in which the Mortgaged Property is located. The appraisal contains no false or intentionally misleading statement of material fact, and the appraiser has not intentionally withheld information necessary to prevent any material fact from being misleading. The appraisal is in a form customarily accepted by investors in residential mortgage loans.

- 6.5 Bank has complied with the anti-steering provisions of Regulation Z, 12 C.F.R. § 226.36, and the related Official Staff Commentary and any amendments thereto. Bank presented Applicant with sufficient information to satisfy the safe harbor (anti-steering) provision which includes Mortgage Loan options for each type of transaction in which Applicant expressed an interest and the Mortgage Loan options included a Mortgage Loan with the lowest interest rate, a Mortgage Loan with the lowest interest rate and which does not contain any risky features, and a Mortgage Loan with the lowest total dollar amount of origination points/fees and discount points.
- 6.6 Bank 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, Bank 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 Bank 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, Bank 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.
- 6.7 In connection with each Application submitted to TIB 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 TIB.
- 6.8 If required by TIB or by applicable laws, rules or regulations, Bank has entered into a written Fee Agreement with each Applicant. All fees paid to Bank, whether by TIB or Applicant, are reasonably related to the value of goods or facilities actually furnished or services actually delivered by Bank. Bank has performed services of a type and in the quantity required under applicable law to receive such compensation. Bank has disclosed, and shall disclose, such compensation to the Applicant for each Mortgage Loan where such compensation is paid, or is expected to be paid, pursuant to applicable law. No fees of any kind, other than a reasonable credit report fee not exceeding the actual cost of the credit report, have been charged to or collected from Applicant by Bank, or any employee or agent of Bank, prior to the Applicant's receipt of the initial disclosures from TIB, as required under Regulation Z and Regulation X.
- 6.9 Except as otherwise disclosed to TIB and approved by TIB in writing prior to Closing, Bank 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 7 - FEES & RIGHT OF OFFSET

- 7.1 TIB may, consistent with its policies and procedures, pay Bank a fee for services actually rendered to Applicant in accordance with any Fee Agreement or other arrangement with Applicant, provided that Bank performs the services set forth in Article 2 of this Agreement. No fee or other compensation will be due and payable to Bank by TIB with respect to any Application where the Mortgage Loan is not accepted and Closed by TIB.
- 7.2 If required by TIB or by applicable laws, rules, or regulations, Bank and each Applicant shall execute a Fee Agreement for each Application submitted or to be submitted to TIB for approval. Any such Fee Agreement shall be in form and content acceptable to TIB. In addition, the form and content shall conform to the applicable provisions of RESPA and its implementing regulations and interpretive rules published by the Department of Housing and Urban Development and the requirements prescribed by any other applicable federal, state, or local law, rule, or regulation. At a minimum, any such Fee Agreement shall accurately and adequately disclose (A) Bank's status as an independent contractor in relation to TIB, (B) the agreed amount and terms of Bank's compensation to be paid for Bank's services in connection with the Mortgage Loan and whether such compensation will be paid, in whole or in part, by TIB or entirely by Applicant, and (C) the correlation between the interest rate and points or other broker compensation charged by Bank.
- 7.3 If required by TIB or by applicable laws, rules, or regulations, Bank and Applicant shall execute the Fee Agreement as soon as practicable during the Application process, but in any event prior to the Bank's acceptance from Applicant of a non-refundable deposit for payment of Bank's compensation. If TIB or any applicable law, rule, or regulation requires a Fee Agreement, Bank's delivery to TIB of a duly executed Fee Agreement shall constitute a condition precedent to TIB's acceptance of the related Application for Underwriting.
- 7.4 The Parties agree that the total aggregate compensation paid (i) by TIB to Bank and (ii) by Applicant to Bank for the services set forth herein shall not be greater than the "reasonable value" of the goods, facilities, and services provided by the Bank. Bank and

TIB agree that the compensation paid by TIB to Bank pursuant to this Agreement is to compensate Bank primarily for the services set forth in Article 2 as well as for the purchase of all of Bank's right, title, and interest in and to each Mortgage Loan Closed by TIB and in recognition of the value to TIB of the use of Bank's staff and facilities in connection with the origination of the Mortgage Loan. No compensation shall be owed by TIB to Bank for any Application that TIB does not accept or for any Mortgage Loan that is not Closed.

- 7.5 TIB may, in its sole discretion, require that Bank take the following actions with respect to any Mortgage Loan upon Bank's receipt of TIB's notice of conditional approval and prior to TIB's final approval and Closing: (A) deliver to Applicant a notice, in such form as TIB may provide to Bank from time to time, with regard to TIB, Bank, or both Parties charging a premium interest rate to defray the costs of Bank compensation or other third party service provider fees and charges, (B) obtain the written acknowledgment of Applicant thereof, and (C) deliver a duly acknowledged copy thereof to TIB prior to Closing.
- 7.6 Any and all fees, commissions, and other consideration paid to Bank by TIB in connection with any Application approved by TIB, shall be paid by TIB after deducting all fees and charges due TIB as specified in its price and fee schedules. Bank shall not accept any direct or indirect compensation of any type from any third party with respect to a Mortgage Loan, including but not limited to, payments involving a sale transaction or "settlement services" (as defined in RESPA). No consideration of any kind shall be due or payable to Bank on any Mortgage Loan unless and until Closed by TIB.
- 7.7 In addition to any other rights and remedies available to TIB under this Agreement, TIB shall have the right, without notice, to offset and to appropriate or apply any and all fees or deposits of money owing by TIB to Bank against and on account of the obligations and liabilities of Bank under this Agreement, including any indemnification obligations under Section 12.1.

ARTICLE 8 - BOOKS AND RECORDS; QUALITY CONTROL

- 8.1 During the term of this Agreement, Bank shall maintain a complete and accurate account of all funds collected and paid relating to the Mortgage Loans Closed with TIB. TIB or its agent shall have the right, during reasonable business hours, to examine and audit the books, records, correspondence, collections, quality control, and collection procedures, internal audit reports, and other papers and electronically stored information relating to a Mortgage Loan or to the matters contemplated by this Agreement and to make copies of any of the foregoing.
- 8.2 Bank 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. Bank 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, Bank shall immediately notify TIB of all such deficiencies and shall promptly undertake remedial actions to cure such deficiencies. Bank 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 TIB pursuant to Section 8.1. Upon TIB's request, Bank shall deliver a copy of such documentation to TIB without charge.
- 8.3 TIB or its agent shall have the right to conduct its own independent audit of Bank to ascertain if the policies, procedures, and practices of Bank conform to the requirements of this Agreement and to all applicable laws, rules, and regulations. TIB or its agent may conduct such independent audits at such times during reasonable business hours and with such frequency as TIB deems appropriate in its sole discretion.
- 8.4 Bank understands that TIB routinely conducts quality control audits to re-verify credit and all other documentation and appraisal information submitted by Bank and borrowers. Such audit or a failure to audit shall not affect the rights of TIB under this Agreement.

ARTICLE 9 - EVENTS OF DEFAULT AND REMEDIES

- 9.1 Bank shall be in default under this Agreement upon the occurrence of any one or more of the following events or conditions: (A) Bank fails to pay when due any amounts owed to TIB hereunder, (B) any representation, warranty, or covenant made by or on behalf of Bank in this Agreement is false or incorrect in any material respect when made or furnished, (C) a material adverse change occurs in the financial or operating condition of Bank, or Bank fails to meet any capital or other financial standards imposed by any applicable regulatory authority, (D) Bank misrepresents or misleads any Applicant or any other person about the obligations of TIB under this Agreement, misrepresents the relationship between TIB and Bank, engages in, aids, or abets another in fraudulent or deceptive practices, or breaches its contractual duties in conducting its responsibilities in connection with this Agreement, including but not limited to participation or encouragement by Bank in providing false or misleading information or documentation to TIB in connection with any Application, appraisal report, credit report, or other loan documentation, (E) Bank terminates its existence, dissolves, or files a petition in bankruptcy, or a court, agency, or supervisory authority appoints a conservator, receiver, or custodian for the benefit of creditors for Bank, or any case or proceeding is commenced under any bankruptcy or insolvency law by or against Bank or any of its subsidiaries that is not dismissed within 60 days of its filing, (F) any of Bank's licenses, permits, or approvals are revoked, suspended, cancelled, or not renewed, (G) Bank violates any federal, state, or local law, rule, or regulation, or violates any industry standard, or (H) Bank fails to perform or to observe any other obligation, covenant or agreement set forth in this Agreement, which failure is not cured within three (3) business days after notice by TIB.

9.2 Upon the occurrence of an event of default, TIB may, in its discretion, undertake one or more of the following remedies: (A) terminate this Agreement, (B) upon a default under Section 9.1(B) based on a representation, warranty, or covenant set forth in Article 6 with respect to a particular Mortgage Loan, require Bank to indemnify TIB pursuant to Article 12, and (C) exercise all rights available at law or in equity. All remedies shall be cumulative, not alternative, and the exercise of one or more remedies shall not preclude the exercise of one or more of the others.

ARTICLE 10 - TERMINATION AND SUSPENSION

10.1 Either Party may terminate this Agreement upon written notice at any time for any reason, which shall be effective immediately upon receipt by such other Party. TIB shall not be obligated to Close any Mortgage Loan once it has provided notice of termination to Bank.

10.2 In the event that any government or agency initiates an investigation of Bank, TIB may suspend Bank's eligibility, in addition to any other right or remedy TIB may have, until the investigation is complete. Such suspension shall not operate as a termination of this Agreement under Section 10.1 unless TIB subsequently so elects. During the period of suspension, TIB may, in its sole discretion, continue to Underwrite Mortgage Loans without waiving any of its rights under this Agreement, including its rights under this Article 10. No such suspension shall operate in any way to terminate or otherwise limit the obligations of Bank under this Agreement, nor shall it operate to excuse or relive Bank from the continuing performance of each of its obligations under this Agreement.

10.3 Termination of the Agreement under this Article 10 shall not affect (A) Bank's representations, warranties, and covenants, (B) Bank's indemnification obligations under Article 12, (C) Bank's obligations with respect to Mortgage Loans already Closed, whether owned by TIB or Investors, or (D) any other rights of TIB with respect to any obligations of Bank under this Agreement.

ARTICLE 11 - SOLICITATION

If TIB shall approve an Application hereunder, then for a period of six (6) months after the later of (A) the date of Closing of such Mortgage Loan and (B) the date such Mortgage Loan is sold to an Investor, neither Bank nor any of its affiliates, officers, employees or agents shall directly or indirectly solicit or encourage, or cause to be solicited or encouraged, by direct mail, telephone, e-mail, internet, personal solicitation, or otherwise, the related borrower for the purpose of pre-paying, refinancing, or modifying such Mortgage Loan in whole or in part, except with the written permission of TIB.

ARTICLE 12 - INDEMNIFICATION

12.1 In addition to any other remedies that TIB may have at law or in equity, Bank shall indemnify and hold TIB harmless from and against any and all liabilities, lawsuits, costs, damages, losses, fees, penalties, fines, forfeitures, and claims, including but not limited to reasonable attorney's fees and expenses, where any of the foregoing arise out of or are in connection with (A) any failure of Bank to perform its obligations under the terms of this Agreement, (B) any breach or inaccuracy in any representation, warranty, or covenant made by Bank, (C) any negligence, fraud or material omission on the part of the Bank in connection with any Mortgage Loan submitted to TIB under this Agreement, (D) Bank's failure to comply with any applicable federal, state, or local law, rule, regulation, order, or other legal requirement, (E) any third- party investor's determination that a Mortgage Loan, the real property securing the Mortgage Loan, or the documents submitted in connection with a Mortgage Loan, do not comply with third-party investor guidelines, (F) any defect in any Mortgage Loan or the real property securing the Mortgage Loan existing as of the date of Closing or thereafter (including those defects subsequently discovered), as a result of any act or omission of Bank, or any employee, agent, or representative of Bank, or (G) any fraud in the origination of any Mortgage Loan, whether or not as a result of any act or omission of Bank, Applicant, or any employee, representative, or agent of any of the foregoing in connection with any Mortgage Loan submitted to TIB under this Agreement.

12.2 Upon receipt of notice of claim from TIB covered by this Article 12 or other indemnity in this Agreement, Bank shall immediately indemnify TIB. Upon receipt of notice from TIB of litigation against TIB, its agents, or representatives arising out of or related to a Mortgage Loan, Bank shall immediately assume defense of such litigation at its own costs and expense, with counsel approved by TIB, and Bank shall be directly responsible for the payment of any award or judgment which may become due as a result of such claim; provided, however, that TIB instead may assume defense of such litigation and continue to be protected under this indemnity if it reasonably believes such assumption is necessary or appropriate to discharge its responsibilities or to preserve its authority and approval to service the Mortgage Loan. Bank shall not be entitled to settle, compromise, decline to appeal, or otherwise dispose of any such dispute without the consent or agreement of TIB (which consent will not be unreasonably withheld or delayed), but such consent may be denied because, among other reasons, TIB believes in good faith that such settlement, compromise or other disposition is likely to have an adverse impact on TIB's right or ability to enforce the provisions of other Mortgage Loans or related servicing rights or to preserve its authority and approval to service the Loans.

12.3 The obligations of Bank under this Article 12 are continuing and shall survive the termination of this Agreement.

ARTICLE 13 - PREMIUM RECAPTURE

- 13.1 In the event that any Mortgage Loan is refinanced within 6 months immediately following the Closing, if Bank initiates, solicits, participates, or in any way assists financing the borrower, TIB may, in its sole discretion, require Bank to refund to TIB 100% of the amount of any Lender Paid Compensation or any yield spread premium, any other premium, and any additional costs charged by the Investor, payable within fifteen (15) days of receiving notice of a loan pre-payment.
- 13.2 The obligations of Bank under this Article 13 are continuing and shall survive the termination of this Agreement.

ARTICLE 14 - PROHIBITION AGAINST USE OF NAME OR AFFILIATION

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

ARTICLE 15 - CONFIDENTIALITY & PRIVACY

- 15.1 Bank shall keep confidential, and will cause its respective employees, contractors, affiliates, and agents to keep confidential, any and all information obtained from TIB, whether in written, electronic or oral form, which TIB has designated as confidential. Without the prior written consent of TIB, Bank shall not use or disclose any such information for any purposes other than those authorized by this Agreement and shall make such information available only to those with a need to view such information in order to carry out the purposes authorized in this Agreement. Without limiting the generality of the foregoing, Bank agrees that the following categories of information are designated by TIB as confidential: (A) the terms of this Agreement, (B) the Mortgage Loan Programs, (C) any agreement to fund any Mortgage Loan hereunder, (D) any identifying information regarding any Mortgage Loan originated, acquired, or disposed of by TIB, whether or not submitted to TIB by Bank, and (E) any other nonpublic information relating to TIB, including any proprietary information concerning TIB's products and processes, information obtained by visiting TIB's facilities and reviewing products, equipment or other assets, and all analyses, compilations, data, studies, or other documents prepared by TIB or its employees, contractors, affiliates, and agents. Bank shall not disclose any consumer information to any person or entity that is not directly involved in the loan process pursuant to this Agreement.
- 15.2 Bank shall comply with the privacy requirements of the Gramm-Leach-Bliley Act, the FTC Privacy Safeguards Rule, and all other applicable federal, state, or local laws, rules, or regulations governing consumer protection and consumer privacy now or hereafter in effect. Bank shall implement appropriate procedural and technological safety measures to safeguard consumer information in accordance with such laws, rules, or regulations. Bank shall immediately notify TIB if there is a breach of its security related to the customers of TIB so that such consumers may be notified in accordance with all federal, state, and local laws, rules, and regulations.
- 15.3 The obligations of Bank under this Article 15 are continuing and shall survive the termination of this Agreement.

ARTICLE 16 - GENERAL AND TEMPORARY QMs

- 16.1 The Bureau of Consumer Financial Protection has amended Regulation Z (Title 12, Part 1026 of the Code of Federal Regulations— Truth In Lending (Regulation Z), 12 C.F.R. § 1026.1, et seq.), which implements the Truth in Lending Act. Regulation Z currently prohibits a creditor from making a mortgage loan without regard to the borrower's ability to repay the loan. The final rule implements sections 1411 and 1412 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (Dodd-Frank Act), which generally requires creditors to make a reasonable, good faith determination of a borrower's ability to repay any consumer credit transaction secured by a dwelling (excluding an open-end credit plan, timeshare plan, reverse mortgage, or temporary loan) and establishes certain protections from liability under this requirement for "qualified mortgages" or QMs. The final rule also implements section 1414 of the Dodd-Frank Act, which limits prepayment penalties. Finally, the final rule requires creditors to retain evidence of compliance with the rule for three years after a covered loan is consummated.
- 16.2 Bank shall only submit General and Temporary QMs to TIB. Small Creditor and Balloon-Payment QMs are not eligible for submission to TIB.
- 16.3 Regarding Temporary QMs: QM status is extended to certain Mortgage Loans that are originated during a transitional period if they are eligible for purchase or guarantee by Fannie Mae or Freddie Mac (the government-sponsored enterprises (GSEs)) or for insurance or guarantee by certain federal agencies. Mortgage Loans that receive QM status under the temporary provision will retain that status after the temporary provision expires, but new Mortgage Loans will not receive QM status after that date under the temporary provision. After expiration of the temporary provision, Mortgage Loans shall meet the requirements for one of the other categories of Qualified Mortgages to be QMs. The temporary provision expires, for loans eligible for purchase or guarantee by the GSEs, on the date that the GSEs exit federal conservatorship or receivership or on January 10, 2021, whichever occurs first. The temporary provision for loans eligible for insurance or guarantee by specified federal agencies is a transition measure designed to give the agencies time to exercise separate authority under the Dodd-Frank Act to determine which of their loans will receive

QM status. This temporary provision will expire on the date that the relevant agency's own QM rules take effect or on January 10, 2021, whichever occurs first. To meet the Temporary QM definition, Mortgage Loans shall be underwritten using the required guidelines stated above, including any relevant debt-to-income guidelines. They do not have to meet the 43 percent debt-to-income ratio threshold that applies to General QM loans, but they shall meet at least one of these additional requirements:

1. Eligible for purchase or guarantee by the Federal National Mortgage Association (Fannie Mae) or the Federal Home Loan Mortgage Corporation (Freddie Mac) while operating under federal conservatorship or receivership.
2. Eligible for Federal Housing Administration (FHA) insurance.
3. Eligible to be guaranteed by the U.S. Department of Veterans Affairs (VA).
4. Eligible to be guaranteed by the U.S. Department of Agriculture (USDA).
5. Eligible to be insured by the Rural Housing Service.

16.4 Bank hereby represents and warrants that in originating the Mortgage Loan, Bank is in full compliance with Regulation Z, including, but not limited to, complying with ATR requirements. Upon violation of this representation and warranty, Bank shall indemnify and hold TIB and its shareholders, directors, officers, successors, and assigns harmless from and will reimburse TIB for any damages arising from such violation or non-compliance, including, but not limited to, actual damages, finance charges and fees, compensatory damages, attorneys' fees and costs, punitive damages, exemplary damages, consequential damages, and the damages associated with and arising from assignee liability and regulatory scrutiny resulting from any breach of this representation and warranty.

ARTICLE 17 - MISCELLANEOUS

- 17.1 Texas Law: This Agreement is made and entered into in the state of Texas, is to be performed in Texas, and shall in all respects be interpreted, enforced, and governed under the laws of the state of Texas. Bank submits itself to the jurisdiction of the courts in the State of Texas for any action arising out of or related to this Agreement. Bank and TIB acknowledge that Dallas County, Texas, is the proper venue for any action arising out of or related to this Agreement. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either Party. If either Party brings a legal action or other proceeding to enforce this Agreement, or because of an alleged dispute, breach, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing Party shall be entitled to recover from the other Party, reasonable attorney's fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.
- 17.2 Invalidity: If any provision of this Agreement be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby, and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Agreement.
- 17.3 Entire Agreement: This Agreement sets forth the entire Agreement between the Parties hereto with respect to the subject matter hereof, and fully supersedes any and all prior or contemporaneous agreements or understandings, inducements or conditions, express or implied, oral, written, or otherwise, except as set forth herein.
- 17.4 Modifications: Any modification of the terms of this Agreement shall be invalid unless evidenced by a writing signed by the Parties hereto.
- 17.5 Independent Representation: Bank acknowledges, represents, and warrants that (A) it has either retained independent counsel in connection with the negotiation, preparation, and execution of this Agreement, or it has voluntarily and independently decided not to retain such counsel and (B) it has been given the opportunity to read this Agreement in full and understands and voluntarily consents to each and every provision contained herein.
- 17.6 No Third-Party Beneficiaries: Nothing in this Agreement shall be construed to confer any benefits or rights on any person or entity that is not a Party to this Agreement.
- 17.7 Waiver: No delay in exercising, and no failure to exercise, any right, power or remedy under this Agreement, whether upon a breach of any provision hereof or upon a default, shall operate as a waiver of such breach or default or prevent that Party thereafter from enforcing each and every other provision of this Agreement. No waiver, whether by conduct or otherwise, of any prior breach or default, and no delay or failure to exercise any right, power, or remedy upon any future similar breach or default, in any one or more instances, shall operate as a waiver of such future breach or default. Without limiting the generality of the foregoing, the Closing of a Mortgage Loan by TIB shall in no way relieve Bank from, or constitute a waiver of, any of the representations, warranties, and covenants made as to the Mortgage Loan under this Agreement. Bank's obligation to indemnify TIB or otherwise make TIB whole under this Agreement shall not be affected by TIB's taking any of the following actions with or without notice to Bank: (a) liquidation, repayment, retirement, or sale or resale of any Mortgage Loan; (b) foreclosure of any Mortgage Loan; or (c) sale or resale of the property securing any Mortgage Loan.

17.8 Reporting: Bank acknowledges and agrees that TIB may report instances of Bank's officers, employees, or agents making any material misstatement in connection with a Mortgage Loan, or any of Bank's officers, employees, or agents knowingly aiding a borrower to do the same, to any appropriate state or federal regulatory or law enforcement agency.

17.9 Severability: If any provision or part of this Agreement is determined to be invalid or unenforceable, the remainder of the Agreement shall not be affected and shall be fully enforceable to the extent of the valid portions thereof.

17.10 Notices: All notices and other communications shall be in writing or by e-mail sent to the other Party at the address set forth below or at such other address as such Party may hereafter designate by like notice. The notices shall be deemed to have been given if delivered by hand, by overnight courier with evidence of an air bill, by U.S.P.S. certified or registered mail, postage pre-paid and deposited in a postal mailbox, or by electronic means received as determined by server log files or an electronic return receipt.

Notices to TIB:

TIB, N.A.
11701 Luna Road
Farmers Branch, Texas 75234
Attention: karen Wheeler
Email: KWheeler@TIB.bank

Notices to Bank:

Email: _____

17.11 Assignment: Bank may not assign its rights to delegate its duties or obligations under this Agreement without the prior written consent of TIB.

17.12 Annual Certification: TIB will require that Bank comply with TIB's Recertification requirements within thirty (30) days.

17.13 Approved Closing Agents: Escrow/Settlement owned by a Bank must go through a separate review and approval process.

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

17.15 Survival: Bank's duties, obligations, representations, and warranties survive the termination of this Agreement and the closing of any Mortgage Loan and shall continue in full force and effect for the life of any Mortgage Loan and beyond. A cause of action for the breach of any covenant, representation, or warranty in this Agreement accrues, for statute of limitations purposes, when TIB discovers such breach or suffers a loss as a result of such breach, whichever is later, regardless of when a Mortgage Loan closes.

IN WITNESS WHEREOF, each of the undersigned Parties has caused this Agreement to be duly executed.

Signature for TIB, N.A.:

Printed Name:

Title:

Date:

Signature For Bank:

Printed name:

Title:

Date:



FUNDING INSTRUCTIONS

*Instructions to TIB for the WIRE or TIB DDA deposit of mortgage loan proceeds.
Please complete a form for EACH BRANCH even if funding instructions are the same.*

TIB DIRECT DEPOSIT ACCOUNT NUMBER: _____

OR

ABA ROUTING NUMBER: _____

ACCOUNT NAME: _____

ACCOUNT NUMBER: _____

FURTHER CREDIT: _____

ATTENTION TO: _____



CERTIFICATION AND ATTESTATION FORM

In compliance with the loan originator compensation rules under the federal Truth in Lending Act, including implementing Regulation Z (Title 12, Part 1026 of the Code of Federal Regulations—Truth In Lending (Regulation Z), 12 C.F.R. § 1026.1, et seq.), and the Official Staff Commentary, (Bank) _____

attests, on behalf of itself, that for Loans which will be delivered to TIB for purchase: (1) Neither Bank nor any other party has paid compensation to any loan originator in an amount that is based on a term or condition of the Loan, and (2) no borrower has been steered to a product or program on the basis of increased loan compensation for any loan originator.

Bank affirms that all information submitted in the Seller’s Loan Originator Compensation Policy which Bank submitted is true and correct, and that TIB is entitled to rely on this information. Bank authorizes TIB, at its discretion, to verify the information in the policy with any other sources, and Bank waives any cause of action or claim Bank may have against such sources with respect to any information they may provide.

Bank further affirms and certifies that Bank has made a reasonable, good-faith determination before or when Bank consummates a Loan that the borrower has a reasonable ability to repay the Loan, pursuant to the guidelines and requirements of Regulation Z.

BANK : _____

AUTHORIZED OFFICER SIGNATURE: _____

PRINTED NAME: _____

AUTHORIZED OFFICER TITLE: _____

DATE: _____

Note: Authorized Officer must be on file with TIB as an Authorized Signer for Bank.

Reminder: When e-mailing this signed copy to TIB, please also attach a copy of your bank’s loan originator compensation policies and procedures.



LOAN ORIGINATOR COMPENSATION AND ANTI-STEERING ANNOUNCEMENT

The Federal Reserve Board has issued a Final Rule under Regulation Z of the Truth in Lending Act governing compensation paid to loan originators, which includes mortgage brokers, mortgage brokerage companies, and loan officers. The Final Rule applies to closed-end transactions secured by a dwelling where the creditor (bank) receives a loan application **on or after April 1, 2011**.

In general, the Final Rule is broken down in three parts.

- Lender paid compensation
- Consumer paid compensation
- Anti-Steering/"Safe Harbor"

All approved Correspondent Banks where the loans are approved and closed in your bank's name will be responsible for providing TIB a copy of their bank's Loan Originator Compensation and Anti-Steering Policy along with completing and signing TIB's Attestation and Certification Form (see attached) prior to delivering loan applications received on or after April 1, 2011.

All approved FHA Fulfillment loans that are approved and closed in TIB's name will be required to lock under TIB's Lender Paid Compensation option. Consumer paid option is not currently available.

Compensation is based on a set percentage of the loan amount.

- The borrower can pay discount points to reduce the interest rate.
- The borrower may pay bona fide third-party costs and TIB fees by paying cash at closing, or by financing them through the loan principal or interest rate.
- The borrower cannot pay any compensation to the originating bank or any loan originator.
- The originating bank/loan originator cannot reduce the lender-paid compensation amount by offering concessions or paying for tolerance violations.
- The originating bank must provide a copy of their bank's Loan Originator Compensation Policy to TIB along with completing and signing TIB's Attestation and Certification Form.

Anti-Steering/Safe Harbor:

- Prohibits loan originators from "steering" borrowers to a lender or product to receive greater compensation, unless the loan is in the borrower's interest.
- Satisfaction of the Anti-Steering requirement can be accomplished by documenting proof that the transaction is in the best interest of the borrower (consumer). For example on a refinance documenting the current terms of the loan versus the terms of the refinance (lower rate, term, payment, etc.).
- Safe Harbor option would require the originating bank to provide the borrower with a significant number of options of creditors with which the loan originator regularly does business.

TIB, NA – SECONDARY MARKETING POLICY

Effective immediately TIB has adopted the below listed Secondary Marketing Policy.

- **Best Effort Commitment.** When a loan is locked with TIB, we expect every effort will be made to deliver that loan to TIB within the original lock period and within the original terms. If the loan does not close, no fee for non delivery will be assessed. If the loan closes, however, the delivery to TIB becomes mandatory.
- **Borrower & Property.** Rate locks are based on a specific borrower and a specific property. If there is a change to either, then the original lock must be cancelled and a new lock obtained at current market rates.
- **Rate Lock Changes.** In the event there is a change to any of the rate lock data that affects pricing (such as appraised value, loan purpose, etc.), this information must be updated in DEXMA as soon as possible and before the loan file is delivered to TIB. These changes can be made via the "Edit 1003" feature. Any changes will suspend the rate lock and notify Secondary. At that point, Secondary will verify the changes and reset the rate lock. For any changes that cannot be updated in DEXMA via "Edit 1003" email SecondaryMortgage@tib.bank and Secondary will make the changes. In the email, please provide loan number and borrower last name for identification. If there is an increase in loan amount greater than 2.5%, the lock may be subject to a weighted average price adjustment. Changes in interest rate will be based on the original rate sheet the loan was locked from as long as the change in rate is not more than .25 and the loan is still within its lock period. If there is a change in loan program, the lock may be subject to current market pricing.
- **Addition/Deletion of co-borrower.** If a loan has been locked and DU has been run, a co- borrower cannot be deleted from the rate lock. The loan must be locked again, with a new loan number and Secondary advised so that the original rate lock information can be transferred to the new rate lock. If a co-borrower is being added, this can be done thru the Edit 1003 function and a supplemental report requested in DU.
- **Rate Lock Availability.** Rate locks will be available every business day at approximately 9:45 and may be obtained by providing the required information on our web site at <https://secure.tibmortgage.com>. Rates will be available until 6:00 Dallas time each day. TIB reserves the right to change prices immediately if market conditions dictate. TIB will provide notice each day when the rates are available but pricing may change later in the day without notice. Please check the website often when the market is volatile.
- **Extensions.** A one time 7 or 15 day extension to the rate lock may be granted if obtained on or before the original lock expiration date. If the lock expiration date is a weekend or holiday, the extension request must be received by TIB no later than 4:00 PM on the business day prior to the weekend or holiday. The extension fee will be .125 for seven days and .375 for 15 days. In order to maintain this predefined extension policy, at least 80% of the locked loan pipeline must be delivered and purchased by TIB. If the delivery ratio falls below the 80% threshold, worst case pricing will apply to all future extensions. If a lock needs to be extended after the lock expiration date, worst case pricing and a .25 relock adjustment will apply. This extension will be valid for 10 calendar days. If a lock has been expired for 30 days, current market pricing will apply. The loan must be re- locked with a new loan number. The original lock will be treated as fall-out.
- **Cancellations.** Please notify TIB as soon as possible when it becomes evident that a loan will not close.
- **File Delivery.** The complete loan file must be in TIB's office, in immediately purchasable form, the earlier of (a) **ten calendar days from note date** or (b) lock expiration date. If the date is a weekend or holiday where TIB's office is closed, the expiration date automatically rolls to the next business day. **If the loan is a refinance and subject to the right of rescision, the loan must have funded and disbursed by the lock expiration date.** Upon receipt of the loan file, the status of the lock changes from "best efforts" delivery to "mandatory delivery" and the transaction must be completed either thru a purchase of the loan by TIB Mortgage or a pair-off of the mandatory lock. When the loan file is reviewed by TIB, we may determine that certain items may be required before the loan is eligible for the Secondary Market. If that is the case, a suspense notification will be provided. Within five business days from the date of this notification, the items must be delivered to TIB. If that does not occur, worst case pricing will apply. If the suspense items are not cleared within twenty business days, the originating bank will be assessed a pair-off based on the greater of current market pricing or .25 and the loan will be returned to the originating bank. **Please note: Suspense items must be cleared within the five business day timeframe in order to avoid a potential re-price, regardless of lock expiration date.**
- **MERS.** All loans must be submitted utilizing the lender's MERS Registration. The MIN number must appear on both the Original Note and the Mortgage. Actual MERS Registration will be required prior to purchase.
- **Note Delivery.** The original note, properly endorsed and signed must be received by TIB no later than the next business day after the electronic loan file is submitted to TIB. The verbiage for proper endorsement is: "Without Recourse Pay to the Order of TIB, NA."

Signed By: - Printed Name of Originating Bank
- Printed Name of Officer Signing
- Printed Title of Officer Signing

The Address for Not Delivery is:

TIB, NA Mortgage
ATTN: Secondary
11701 Luna Road
Farmers Branch, TX 75234

Acknowledgement. Please sign below to confirm your understanding and acceptance of the above terms.

Bank Name: _____

Name: _____

Title: _____



LENDER PAID COMPENSATION

TIB, NA, in connection with the rules Regulation Z regarding loan origination and anti-steering provisions, amends the current Loan Originator Compensation and Anti-Steering Announcement to add this Addendum that sets forth a Broker Compensation Agreement.

In accordance with requirements under the Truth in Lending Act (TILA) and Regulation Z, specifically the Loan Originator Compensation, we are making changes to how our Broker Paid Compensation is being administered. Effective for loans with the Application date on or after October 15, 2019

Currently:

- A. A bank can choose to be compensated based by the Lender based on the interest rate that is selected and be paid various percentage that differ at the loan level depending on the rate chosen, up to the allowed maximum [Wholesale 2%, FHA 2.50%]

Example: Loan Amount \$350,000

Loan #1 – a 4.00% interest rate is selected, broker compensation = 1.50 % (\$5,250) Loan #2 – a 4.750% interest rate is selected, broker compensation = 2.00% (\$7,000)

- B. No borrower paid compensation allowed

What's Changing

- ✓ Borrower Paid compensation allowed
- ✓ Lender Paid compensation: Compensation will be established as a percentage of the loan amount, paid by Lender to Broker. Broker must pre-select a set compensation percentage. Once Broker has selected a compensation percentage, that percentage shall apply to all loans submitted as “lender paid”. Under a lender paid plan, compensation percentage may not increase or decrease on any loan so submitted.

Lender Paid Broker Compensation. When the Lender pays the Broker’s compensation, the Broker will be paid according to the Lender paid broker compensation plan. The Broker may select a Lender paid broker compensation plan with a percentage beginning at one percent (1.00%) which is available in increments of one-quarter of one percent (0.25%) up to a maximum of two and one-half (2.50%).

Compensation percentages will impact broker pricing, therefore it is important that the broker chooses with both anticipated revenue and pricing taken into consideration. It is your responsibility to be able to justify your chosen fee structure and to identify the factors considered New Lender Paid Broker Compensation

Example: All things considered equal,
Loan Amount \$156,350, FICO 771, 30 Fixed Rate DU Wholesale

Broker #1 - pre-selected compensation percentage = 1.50 %
The interest rate selected would need to be 3.875% to meet the 1.50%

Base Price		
Note Rate	45 Days 10/7/2019	60 Days 10/22/2019
3.875%	101.567	101.192

Broker #2 - pre-selected compensation percentage = 2.00 %
The interest rate selected would need to be 4.000% to meet the 2.00%

Base Price		
Note Rate	45 Days 10/7/2019	60 Days 10/22/2019
4.000%	102.075	101.700



TIB, NA - BROKER COMPENSATION AGREEMENT

This Broker Compensation Addendum ("Addendum") is entered into as of the __day of _____, 20__, by and between TIB, NA ("Lender") and _____("Broker"). This Addendum supplements the Broker Agreement ("Agreement") entered into by and between TIB, NA and Broker. Hereafter when read together, the Agreement and the Addendum shall constitute one integrated document.

In consideration of the mutual undertakings and covenants set forth in this Addendum, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. If completed and returned, this Addendum replaces and supersedes any and all prior Broker Compensation Addendums to the Agreement between the parties.
2. This Addendum will be effective for all Brokered Loans registered and assigned to a TIB, NA loan number on or after October 15, 2019.
3. All fees paid to Broker, other than bona fide pass-through fees, shall count towards the selected lender paid compensation tier.
4. When compensation is paid by Lender, such amount is and will be Broker's sole source of compensation. Broker will not charge the borrower any additional fees, including processing fees.
5. Broker shall be solely responsible for the payment of compensation to its Mortgage Originators. Broker agrees that all compensation paid by Broker to Broker's Mortgage Originators will conform with all of the requirements set forth in the Truth-in-Lending Act as implemented by Regulation-Z, and with other applicable law.

For every loan transaction submitted to TIB, the Broker must choose a compensation type of either Borrower Paid Compensation or Lender Paid Compensation at time of lock.

As per Regulation Z, a loan originator is prohibited from receiving compensation in connection with a particular transaction from both a consumer and another person or party. Therefore, the Broker may only receive compensation on a particular mortgage loan from the borrower ("Borrower Paid Compensation") or from TIB ("Lender Paid Compensation"), but never from both. Such compensation must be appropriately reflected on the corresponding loan disclosures.

'Lender Paid' Compensation. When Lender Paid Compensation is chosen, the compensation is calculated at time of lock, based on the plan selected by the Broker below. During the term of this Agreement, when compensation is paid to the Broker by the Lender in connection with any mortgage loan, such compensation shall constitute Broker's sole compensation with respect to such mortgage loan and Broker shall not and will not accept any other or additional compensation of any form or kind from the borrower or any third party with respect to such Mortgage Loan.

Under a lender paid plan, compensation will be established as a percentage of the loan amount, paid by Lender to Broker. Broker must pre-select one of the compensation tiers listed below. Once Broker has selected a compensation tier, that tier shall apply to all loans submitted as "lender paid". Under a lender paid plan, compensation may not increase or decrease on any loan so submitted.

Compensation Selection:

Broker must select a lender paid compensation tier (select one):

Tier 1: 1.000%

Tier 2: 1.250%

Tier 3: 1.50%

Tier 4: 1.750%

Tier 5: 2.000%

Tier 6: 2.25%

Tier 7: 2.50%

'Borrower' Paid Compensation:

When Borrower Paid Compensation is chosen, the borrower must bring their own funds to cover this compensation, or seller concessions may be used on purchase transactions. The Broker is responsible for negotiating the compensation directly with the borrower, and it may vary on each loan transaction. However, the amount of Borrower Paid Compensation may not exceed the amount the Broker selects for Lender Paid Compensation on this form with TIB. When Borrower Paid Compensation is chosen, the Broker may lower its compensation or offer credits toward third party closing cost or cures to the Loan Estimate.

Compensation Limits. Regardless of whether the Broker has chosen to be paid by either Borrower Paid Broker Compensation or Lender Paid Broker Compensation, the Broker agrees that its compensation on forward mortgages will not exceed the banks selected lender paid compensation percentage tier. The Broker further agrees that Broker compensation will not exceed any federal, state or local high cost loan limitations.

If TIB, NA (Lender) does not receive a completed Broker Compensation Agreement, TIB, NA will at its own discretion will assign you **Tier 3** as your default compensation.

NOTE: The Housing Financial Discrimination Act of 1977 makes it illegal to discriminate 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 the financial institution 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, marital status, domestic partnership, national origin or ancestry.

Therefore, the compensation agreement you negotiate with any applicant shall not be based upon or be influenced in any way by any of the above noted prohibited considerations.

Open Compensation Schedule:

Compensation schedules may be changed on a Quarterly basis (March, June, September, and December). Broker may request a change in its compensation agreement by contacting its Account Executive. Broker shall be requested to provide a business justification for the change request. Lender shall contact Broker prior to the next open-compensation period to review and evaluate Broker's request; compensation periods are made at Lender's sole discretion. Should no changes in compensation percentages be necessary, Broker's current election shall remain in effect.

Change Request:

The effective date for the new compensation declaration shall be the 1st day of the month following the change requested submitted date. **The date of the Loan Application of an applicable transaction shall determine the compensation that is in effect for any particular loan.**

ACKNOWLEDGEMENT

Broker acknowledges that if a Brokered Loan funded by TIB, NA is repaid in full within six (6) months immediately following the closing of such loan, Broker, at TIB, NA request, shall reimburse TIB, NA the amount of any compensation Broker derived in connection with the loan,. Broker shall reimburse TIB, NA within ten (10) calendar days after notification of the early payoff. **By signing below, Broker certifies that:**

- Broker complies with the Consumer Financial Protection Bureau's Loan Originator Compensation and Anti-Steering rules as published in 12 CFR § 1026.36(d) & (e);
- Broker agrees to this Broker Compensation Addendum to the Wholesale Broker Agreement and understands that payment of this compensation must be properly disclosed per all legal and regulatory requirements;
- Broker understands that this Broker Compensation Addendum to the Wholesale Broker Agreement impacts all loans submitted to TIB, NA from any of our office locations.

(BROKER NAME)

(SIGNATURE OF PERSON AUTHORIZED BY BROKER)

(PRINTED NAME OF AUTHORIZED REPRESENTATIVE)

(TITLE OF AUTHORIZED REPRESENTATIVE)

(BROKER'S TAX IDENTIFICATION NUMBER)