MORTGAGE BROKER AGREEMENT
THIRD - PARTY PROCESSOR ADDENDUM

This Mortgage Broker Agreement Third Party Processor Addendum ("Addendum") to that certain Mortgage Broker Agreement ("Agreement") is entered into as of this ___ day of, _____ 20___ (the "Effective Date"), by and between Stockton Mortgage Funding ("Lender") and _____ ("Broker"). Lender and Broker are hereinafter collectively referred to as the "Parties." Except as set forth herein, all the terms and provisions of the Agreement shall remain in full force and effect. To the extent the provisions of this Addendum conflict with the provisions of the Agreement, the provisions of this Addendum shall control.

RECITALS

WHEREAS, on_____, 20___, Lender and Broker previously entered into the Mortgage Broker Agreement, and the Parties desire to supplement the terms thereof by entering into this Addendum;

WHEREAS, Broker has requested and Lender has approved the Broker's use of Third-Party Processing Company or Third-Party Processor, hereinafter collectively "Third- Party Processing Company" on a restricted and limited basis;

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

1. Broker acknowledges this Addendum restates and amends Section 1(e) and Section 9(d) of the Agreement only to the extent that Lender has approved Broker's request to use a Third-Party Processing Company and said Third-Party Processing Company is not a W-2 employee.

2. Broker acknowledges receipt of the Lender's written Third-Party Processing Policy ("Policy") and has read and understands Policy requirements.

3. Lender reserves the right to amend, revise or revoke the Policy at any time in its sole discretion. As such, Broker confirms understanding current approval is not a Lender guarantee or promise to allow the continuation of this practice by Broker, and the term of approval may be shorter in duration than the parties' Mortgage Broker Agreement.

4. Broker shall comply with all terms and conditions of the Policy and any deviation from, however minor or non-material, shall be an automatic disqualifier of any Loan Package processed by a Third-Party Processing Company that Broker submits to Lender. The term "automatic disqualifier" shall be defined to mean the Loan Package may be rejected, suspended or denied by Lender without further cause.

5. Broker shall be liable to Lender for any and all actions, misdeed, errors and/or omissions of the Third-Party Processing Company and it shall not be a defense that Third-Party Processing Company is an independent party over whom Broker did not exercise control.

6. Broker shall indemnify Lender from any damages or injuries caused by the actions, misdeeds, errors and/or omissions of the Third-Party Processing Company.

7. Any loan or loans submitted by Broker and closed by Lender that are not in full compliance with Policy shall be an additional repurchase obligation of Broker as new item (h) of Section 11 of the parties' Agreement.

8. Broker agrees to complete, execute and deliver to Lender at its yearly re-certification or as requested by Lender a Certification of Compliance with Lender's Policy in a format acceptable to Lender.

9. Broker agrees to prepare any and all Lender's Loan Submission Checklists with the accurate and current information of the Third-Party Processing Company. In the event Broker fails to provide the Third-Party Processing Company information on the Lender's Loan Submission Checklists at the time of initial loan registration, Lender may reject the Loan Package.

10. Broker agrees to check the licenses and license status of its Third-Party Processor Company to ensure the entity is properly licensed in Broker's licensed states and that those licenses remain in good standing throughout the origination and closing of any and all Loans submitted to Lender.

11. This Addendum may be unilaterally terminated at any time by Lender, without advance written or oral notice. In the event termination of the addendum occurs, the parties' Mortgage Broker Agreement will continue in full force and effect.

IN WITNESS WHEREOF, Lender and Broker accept and agree to the terms and provisions contained in this Addendum, which shall be incorporated into and made part of the Agreement. This Addendum shall be effective as of the day and year first above written.

_____   Stockton Mortgage Funding

By_____   By: _____

Name:_____   Name: David Stockton

Title:_____   Title: President

Certification of Third-Party Processing Company

By signing below, I certify that I have first-hand knowledge that all the following statements are factual, true, and correct; I am aware that Stockton Mortgage Funding will rely upon the truth, accuracy, and contents of this certification; and that I am duly authorized to execute this Certification on behalf of the _____ ("Third Party Processing Company") as the owner, control person, or through Board Resolution.

1. Third Party Processing Company is not affiliated with or connected to _____ ("Broker") inany way. This includes any control person, manager, loan originator, or any spouse or child of such person.
2. No employees of the Broker are employed by or retained by Third-Party Processing Company in any capacity, or receive or share fees, costs and/or expenses from, without regard to form or structure, whether by salary commission, consultant, joint venture, independent contractor, and/or other professional relationship.
3. Third-Party Processing Company is duly and actively licensed and in good standing to perform processing services in the state where the subject property is located.
4. Third Party Processing Company is duly and actively registered with, has filed timely all annual reports with, and has remitted timely all annual fees to the Secretary of State in all states where processing is conducted.
5. No license or registration referenced in item 3 and 4 above is the subject of a pending or anticipated investigation and/or disciplinary proceeding.
6. All processing fees are bona fide and reasonable.
7. Third Party Processing Company will perform all processing-related services.

Further, by signing below I agree to provide written invoices for each transaction and that each invoice will include specific details, which consist of the following minimum information:
1. Third-Party Processing Company name
2. Third-Party Processing Company address
3. Borrower name
4. Loan number
5. Detailed list of processing services provided
6. Dollar amount of the third-party processing fee

Company Legal Name: _____

By: _____ Date:_____
          (signature)

Name:_____ Title:_____
          (print)

THIRD-PARTY PROCESSING INFORMATION

Broker Company Name	

Please provide the following information for each third-party processing company and contract processor used.

State	Third-Party Processing Company Legal Name	Company NMLS ID[1]	Processor Name	Processor Email	Processor NMLS ID[2]

IMPORTANT NOTE

Please ensure you include the contract processor(s) on the Web User registration form.

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[1]In Florida, the company is not required to have an NMLS ID; other states' requirements may vary.
[2]In Florida, the individual processor must have an NMLS ID; other states' requirements may vary.