

Wholesale Compensation Selection Form

In compliance with Regulation Z of the Truth in Lending Act ("Regulation Z"), the undersigned wholesale broker (the "Company") hereby selects the following compensation to apply to all funded loans where the borrower(s) has chosen for Stockton Mortgage Funding to pay the Company's compensation ("Lender-Paid Loans") for the period starting on the _____ day of _____, _____. The Company will have the right to select different compensation on a quarterly basis by completing a Wholesale Compensation Selection Form prior to the first day of each calendar quarter ("Adjustment Date"). If the Company does not submit a new Wholesale Compensation Selection Form, the compensation selections currently in effect will continue to apply.

Any changes to the compensation selections will apply prospectively from the Adjustment Date based upon the earlier of the application (1003) or lock date. For example, if the Adjustment date is April 1st, the new compensation percentage will be applied to any Lender-Paid loan with an application date on or after April 1st, unless the loan is locked prior to that date, in which case the loan must be disclosed using the Company's compensation in effect prior to April 1st.

Compensation Percentage Election

Company selects a fixed _____% of the loan amount as compensation for all Lender-Paid Loans.
Company may select compensation percentages from 0.50% to 2.75% in 0.125% increments.

Your selection may limit the rebate that can be used towards closing costs on certain loans/products. Please also consider the QM 3% Points and Fees Caps, Higher Priced Mortgage Loan thresholds and federal and state high-cost tests when making your selection. All broker compensation, regardless of who pays it, is included in the QM Points and Fees Test.

Minimum and Maximum Compensation Elections

In addition to the fixed percentage chosen above, Company

- Elects the following minimum and/or maximum compensation amount(s) for all Lender-Paid Loans:
- | | |
|--|-----------------------|
| Minimum Compensation**: | Maximum Compensation: |
| <i>**Minimum Compensation selection not to exceed \$3,000. Consider QM, HOEPA and HPML Thresholds when selecting Minimum Compensation.</i> | |

- Elects not to place a minimum or maximum compensation amount

Attestations and Confirmations

By executing this form, and whenever the Company receives compensation on a loan funded by Stockton Mortgage Funding, the Company represents and warrants that:

- The Company is operating in compliance with Regulation Z, the Broker Agreement and Stockton's guidelines and written policies regarding Regulation Z, including the Company's compensation arrangements with employees.
- On each Lender-Paid loan, (1) the payment received from Stockton Mortgage Funding will be the sole source of compensation received by the Company and its affiliates and (2) neither the Company nor any affiliate will charge or collect any additional fees for loan activities from the borrower.

Upon execution, this Wholesale Compensation Selection Form ("Form") shall become an integral part of the Company's existing Mortgage Broker Agreement with Stockton Mortgage Funding; as such Mortgage Broker Agreement is amended from time-to-time.

Company Name

Printed Name of Authorized Signer

Title

Signature of Authorized Signer

Date

MORTGAGE BROKER AGREEMENT

This MORTGAGE BROKER AGREEMENT is entered into and effective as of _____, 20__ (the "Effective Date"), between _____ ("Broker") and STOCKTON MORTGAGE FUNDING ("Lender") (collectively the "Parties" and each a "Party").

WHEREAS, Broker desires to take the loan application and assist in the origination of residential mortgage loan application packages ("Loan Packages") for submission to Lender;

WHEREAS, Lender desires to review Loan Packages submitted by Broker to determine if it would be willing to make a residential mortgage loan to the applicants;

NOW, THEREFORE, 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 by each of the Parties, the Parties agree as follows:

1. Definitions

"*Affiliate*" with respect to any Person shall mean any other Person directly or indirectly controlling, controlled by or under common control with such Person, or an entity with a direct or beneficial ownership interest of more than 1 percent in another entity.

"*Agreement*" means this Mortgage Broker Agreement and all exhibits, schedules and addenda to this Agreement.

"*Applicable Requirements*" means and includes with respect to the Loans: (a) all contractual obligations of a Party, including, but not limited to, those contractual obligations contained in this Agreement or in the Loan Documents for which Broker was or is responsible; (b) all applicable federal, state and local legal and regulatory requirements (including statutes, rules, regulations and ordinances) binding upon a Party; (c) all other applicable requirements and guidelines of each governmental agency, board, commission, instrumentality or other governmental body or office applicable to, and having jurisdiction over a Party, including, but not limited to, those of any insurer or investor; and (d) all other applicable final judicial and administrative judgments, orders, stipulations, awards, writs and injunctions applicable to a Party.

"*Borrower*" means any obligor under a Mortgage Note for a loan submitted to Lender by Broker. For loans that are not originated, "Borrower" shall mean the credit applicant.

"*Damages*" means any direct or indirect demand, claim, payment, obligation, action or cause of action, assessment, loss, liability, cost, damage, deficiency or expense, including, but not limited to, penalties, interest on any amount payable to a third Person as a result of the foregoing, and any legal or other expense reasonably incurred in connection with investigating, defending, or responding to same, including, but not limited to, reasonable attorneys' fees, accountants' fees, expert witness fees and related fees and court costs.

"*Early Payment Default*" or "*EPD*" means a Loan that becomes sixty (60) days delinquent within the first one hundred and twenty (120) days or the first four mortgage payments after consummation, whichever occurs later, or within such other time period as may be set forth in the Guides.

"*Early Payoff*" or "*EPO*" means a Loan that is paid in full or has aggregate curtailments in excess of 30% of the principal balance within two hundred and seventy (270) days of closing, or within such other time period as may be set forth in the Guides.

"*Loan*" means a residential mortgage loan that is or will be secured by a Mortgage upon a one-to-four family dwelling (including condominiums, units in a planned unit development and manufactured homes), and which Broker has submitted to Lender or offered for submission to Lender.

“*Person*” means an individual, corporation, partnership, limited liability company, commercial banking institution, savings bank, other depository institution, joint venture, trust or unincorporated organization or a federal, state, city, municipal or foreign government or an agency or political subdivision thereof.

2. Loan Package Origination and Assignment.

(a) For a Loan Package to qualify for submission to Lender, Broker must originate the Loan Package in accordance with, and the Loan Package must conform to, this Agreement and the Applicable Requirements (as defined below). The loan application and other forms used by Broker in connection with a Loan Package shall be forms that are specified by, or are otherwise acceptable to, Lender.

(b) Broker shall be responsible for: (i) soliciting potential applicants for residential mortgage loans (“applicants”); (ii) taking information from each applicant and filling out the loan application and obtaining a credit report on each applicant; (iii) providing the required settlement booklet (“Your Home Loan Toolkit”) to the applicant; (iv) the performance of the minimum five (5) additional required services listed in Exhibit A, hereto; and (v) such other services as may be required by Lender or agreed upon by Broker and Lender from time to time. Lender shall be responsible for providing to each applicant the completed Loan Estimate and the written list of settlement service providers, when applicable.

(c) Broker shall offer a Loan Package for submission containing all of the documents required by this Agreement to be included therein, to Lender within one (1) day of the date the loan application was submitted by the applicant and received by Broker.

(d) In performing its services hereunder, Broker shall not “steer” a consumer to a loan product offering less favorable terms in order to increase Broker’s compensation. Broker shall provide each consumer an Anti-Steering Loan Option Disclosure that meets the requirements of the anti-steering provisions of Regulation Z (12 C.F.R. § 1026.36(e)), as it may be amended from time to time. A completed Anti-Steering Loan Option Disclosure that is signed by the consumer must be included in each Loan Package offered for submission to Lender.

(e) Any individual who assists Broker in originating and processing a Loan Package must be a W-2 employee, either full time or part time, of Broker, and provide the assistance as a W-2 employee of Broker.

(f) Upon Lender’s acceptance of a Loan Package offered for submission to Lender, Broker assigns all right, title and interest in and to the Loan Package to Lender.

3. Guidelines. In connection with the execution of this Agreement and approval of Broker as a third party originator for Lender, and from time-to-time thereafter, Lender may provide Broker with manuals, correspondence, statements, bulletins, underwriting standards, loan product descriptions, loan program requirements, policies, procedures, guidelines, memoranda, other materials and all amendments thereto, as may from time to time be prescribed by Lender that address the requirements of Lender with regard to Loan Packages (collectively, the “Guidelines”). The Guidelines are effective as of the date specified, or if not specified, as of the date of issuance. Upon issuance, the Guidelines are incorporated herein by this reference and made part hereof in all respects. Lender may modify the Guidelines at any time in its sole and absolute discretion. Without limiting the foregoing, the Guidelines address matters such as the types of loans for which Lender will accept Loan Packages, the states or territories in which Lender will make mortgage loans, the types of mortgage loans that Lender will make in the applicable states or territories, and the pricing and other terms and conditions for loans made by Lender. Notwithstanding the same, Broker agrees to originate loans in conformance with the guidelines present in the applicable published conventional or government selling guides (the “Guides”), including but not limited to: the Freddie Mac Selling Guide, Fannie Mae Selling Guide, FHA Handbook, VA Lenders Handbook, and USDA Handbook.

4. Limitations Regarding Lender Name, Marks and Related Matters.

(a) Broker has no authority to, and shall not, use, publish or distribute in any manner any type of advertising material, letter, stationery, newsletter, form, disclosure, document or other material that contains any name, trade mark, service mark or logo of Lender (collectively, "Promotional Materials"), except as may be expressly authorized in writing by Lender.

(b) Notwithstanding any authority to use Promotional Materials that may be granted by Lender, the right to use Promotional Materials shall expire upon the expiration or termination of this Agreement or upon written notice from Lender. Lender retains all right, ownership, and interest in the Promotional Materials, and in any copyright, trademark, or other intellectual property in the Promotional Materials. Nothing in this Agreement shall be construed to grant Broker any rights, ownership or interest in the Promotional Materials, or in the underlying intellectual property, other than as may be expressly authorized in writing by Lender. In addition, Lender may at any time require Broker to cease using the Promotional Materials. To the extent Lender provides notice thereof to Broker, Broker shall promptly (but in any case within two (2) business days) remove all Promotional Materials from Broker's website and destroy or return to Lender all Promotional Materials in Broker's position, and shall provide a written certification to Lender that all Promotional Materials have been removed from Broker's website, and all Promotional Materials have been destroyed or returned to Lender.

(b) Broker has no authority to, and shall not, make any commitment or agreement on behalf of Lender with any applicant or other third party, or make any representation to any applicant or other third party on behalf of Lender, other than as may be expressly authorized in writing by Lender. Without limiting the foregoing, Broker shall not (i) represent to an applicant that Lender will approve the applicant's loan application or make any particular determination with respect to the loan application, (ii) represent to an applicant that Lender has made a particular determination with regard to the applicant's loan application when Lender has not done so, or make a representation to an applicant that is inconsistent with Lender's determination regarding the applicant's loan application, or (iii) represent to an applicant that an interest rate has been locked-in with Lender unless Lender has issued a written lock-in confirmation, or make any representation to an applicant that is inconsistent with any lock-in confirmation issued by Lender.

5. Licensing and Information.

(a) Broker and each loan originator must, at all times, hold in good standing all licenses, registrations, or approvals that are necessary for Broker and each loan originator to originate and process Loan Packages as contemplated by this Agreement. Broker and each loan originator shall submit evidence satisfactory to Lender that it holds all necessary licenses, registrations, other approvals or exemptions (i) before Broker may submit any Loan Packages to Lender, (ii) in connection with each annual anniversary of this Agreement, and (iii) as Lender may otherwise request. Additionally, Broker shall provide Lender with such other information regarding Broker and each loan originator as Lender may reasonably request. Broker shall promptly notify Lender upon learning, or having reason to believe, (i) that any information previously provided to Lender with regard to any Loan Package is not true, correct or complete, (ii) that any governmental agency that has granted Broker or any loan originator a license, registration or other approval necessary for Broker or any loan originator to perform under this Agreement has made an adverse finding, or taken an adverse action, with regard to Broker or any of its assets, owners, directors, officers, members, employees or agents, (iii) of any dispute involving an applicant, or any claim or threatened claim by an applicant, with respect to the services performed by Broker or any loan originator in connection with a Loan Package, or (iv) of any inquiry or complaint by a government agency regarding the services performed by Broker or any loan originator in connection with a Loan Package. Broker shall promptly notify Lender of any changes that would prohibit Broker from complying with this Agreement. In addition, Broker shall deliver to Lender within ninety (90) days after the close of its fiscal year on a continuing basis during the term of this Agreement (i) copies of Broker's annual financial statements, and (ii) evidence of its fidelity bond coverage, errors and omissions insurance, and other business insurance maintained by Broker, provided that Broker shall deliver to Lender immediate notice of any changes in or cancellations of such insurance.

(b) Broker shall permit Lender and its authorized representatives to (i) examine all books and records of

Broker that pertain to Loan Packages submitted, or offered for submission, to Lender, including without limitation permitting Lender and its authorized representatives to audit and examine the files regarding Loan Packages, (ii) examine all policies, guides, procedures and plans regarding the origination and processing of Loan Packages and compliance with all Applicable Requirements (as defined below) in connection therewith, and (iii) upon first receiving reasonable notice from Lender, observe Broker's facilities and business operations and interview Broker's employees at any time during normal business hours. Broker authorizes Lender to investigate Broker, including obtaining credit bureau and other reports and conducting reference checks, and to share information with others about its experiences with Broker.

6. Compliance. At all times during the term of this Agreement:

(a) Broker shall originate Loan Packages in accordance with (i) all applicable local, state and federal laws, (ii) this Agreement and the Guidelines, and (iii) Applicable Requirements. Without limiting the foregoing, Broker shall keep all information regarding applicants confidential in accordance with Applicable Requirements, including without limitation applicable privacy laws and regulations.

(b) Broker will maintain policies, procedures, internal controls and training processes regarding the origination of Loan Packages that are sufficient to provide for the compliance by Broker with the Applicable Requirements.

(c) Broker will maintain policies, procedures and processes to comply with BSA/AML rules and regulations affecting residential mortgage lending and for checking GSE and governmental exclusionary lists, including HUD Limited Denial of Participation, FHFA Suspended Counterparty and SAM/OFAC sanctions and exclusionary lists for employees and applicants.

7. Loan Package Review and Related Matters. Lender shall review Loan Packages offered for submission by Broker. All decisions regarding the acceptance of, or decisioning of, Loan Packages shall be made in the sole and absolute discretion of Lender. Without limiting the foregoing, Lender shall have no obligation or liability with respect to any decision made in connection with a Loan Package, or with respect to the period taken by Lender to review, or other actions in connection with, a Loan Package. Broker shall fully cooperate with and assist Lender in obtaining any additional information and documentation that Lender deems necessary in order to underwrite and close any Loan Package.

8. Broker Compensation. If a Loan Package originated by Broker, and submitted to Lender, in accordance with this Agreement is approved and closed by Lender, and the resulting mortgage loan ("Mortgage Loan") is not rescinded, Lender shall pay Broker a mortgage broker fee in accordance with Exhibit B hereto. Except for third party fees in connection with a Loan Package that may be imposed on the applicant as provided in this Agreement or the Guidelines, Broker is responsible for all costs and expenses associated with the conduct of Broker's business.

9. Relationship of Parties. Broker is an independent contractor and shall not represent itself in any manner to be an agent, employee, representative, or partner of Lender. Additionally, this Agreement does not, and shall not be deemed to, constitute the Parties as partners. Lender does not assume any liability or incur any obligation of Broker by execution of this Agreement. The relationship of the Parties is not exclusive and nothing herein means that Lender has granted Broker any exclusive right or that Broker has granted Lender any exclusive right. Lender may originate mortgage loans itself and use other mortgage brokers. Broker shall conduct business in its own name and not in Lender's name. Broker shall not represent that its office is an office, branch or agency of Lender or in any other way connected with Lender. Broker shall have no authority to sign any documents on behalf of Lender, or to bind or obligate Lender in any manner whatsoever. Broker shall be responsible for its overhead and operations costs, payroll costs and all other costs incurred in connection with its operations.

10. Representations, Warranties and Covenants. In addition to the other representations, warranties and covenants of Broker set forth in this Agreement, Broker represents, warrants and covenants that at all times during the term of this Agreement, including but not limited to each date that Broker delivers a Loan Package to Lender and

on the closing date of each Mortgage Loan: (a) Broker is duly qualified, licensed and approved to transact business and to conduct the activities contemplated by this Agreement in all states and territories in which such qualification, licensure or approval is required, (b) this Agreement constitutes a legal, valid, binding and enforceable obligation of Broker, (c) there is no pending or threatened litigation, adverse claim or action of any kind or nature that if decided against Broker would have a material adverse affect on Broker's ability to perform its obligations under this Agreement, (d) no party other than Broker or an employee of Broker performed any services in connection with the origination or processing of the Loan Package, (e) the information contained in the Loan Package is true, accurate and complete, and Broker has not omitted any material fact, (f) there is no circumstance or condition with respect to the applicant, his or her credit standing, the Loan Package or the underlying property that reasonably can be expected (i) to cause the existing or intended insurer or guarantor of the Mortgage Loan to regard the loan as not eligible for insurance or guaranty, (ii) to cause Fannie Mae, Freddie Mac or a private investor to regard the Mortgage Loan as an unacceptable investment or not eligible for resale, (iii) to cause the Mortgage Loan to become delinquent or (iv) to adversely affect the value or marketability of the Mortgage Loan, (g) Broker has the authority to broker the Loan Package on the terms set forth herein, (h) the Loan Package was originated by Broker in accordance with the Applicable Requirements, (i) Broker and its employees have complied with all Applicable Requirements, (j) Broker has a written agreement and compensation plan with all of its loan originators that comply with the Applicable Requirements, (k) Broker has not directed, encouraged or otherwise "steered" a consumer to a loan product offering less favorable terms in order to increase Broker's compensation, (l) all appraisals obtained in connection with the Loan Packages conform with all Applicable Requirements, (m) Broker possesses and shall maintain fidelity bond coverage in sufficient amounts for the business conducted by Broker, consistent with all Applicable Requirements, and (n) Broker has not used, and shall not use, the services of any affiliated vendor without first obtaining the prior written consent of Lender and notifying Lender in each transaction where such affiliate shall be used.

Broker also represents and warrants, with respect to Fannie Mae and Freddie Mac (collectively, the "GSEs"), that it understands Lender must indemnify and hold the GSEs harmless from any claims or liability resulting from authorized users' use of GSEs data and automated underwriting systems (the "Systems"). Broker must obtain written permission from Lender in order to access GSE Systems as an authorized user of Lender. Broker represents and warrants that (i) it will only use the Systems in accordance with GSE rules, guidelines, and license restrictions; (ii) it will not permit any third party to use Lender's credentials or otherwise extend System access to any third party, and (iii) it will safeguard Systems credentials and data with information security protocol at least as strong as what Broker uses to protect its own systems and nonpublic consumer information.

11. Termination. This Agreement may be terminated by either Party with or without cause at any time upon notice to the other Party. If Lender terminates this Agreement for cause, or if Broker terminates this Agreement, then Lender may in its sole and absolute discretion, but shall have no obligation to, accept or review any Loan Package or close a Mortgage Loan once notice of termination is given. Termination of this Agreement shall not relieve either Party of any liability to the other Party for any damages or other amounts due hereunder, provided that Broker shall not be entitled to the compensation provided for in Section 7 with respect to a Loan Package unless all conditions set forth in Section 7 regarding payment of the compensation are satisfied. Notwithstanding the foregoing, the termination of this Agreement, by itself, does not give rise to any liability of a Party for damages. The representations and warranties of Broker set forth in this Agreement, including without limitation the representations and warranties set forth in Section 9, and the provisions of Sections 3, 10, 11, 12, 13, 14 and 15, shall survive any termination of this Agreement.

12. Indemnification; Repurchase.

(a) Broker shall indemnify and hold Lender harmless from any damage, loss or expense (including attorneys' fees and all costs of investigation, settlement and appeal) arising out of, resulting from or relating to (a) any misrepresentation made by Broker in this Agreement or the application documentation, (b) any breach of a representation or warranty of Broker as outlined hereinabove, or the non-fulfillment of any covenant, agreement or condition of Broker, contained in this Agreement, including without limitation the failure of Broker to comply with, or the failure of a Loan Package to conform with, the Applicable Requirements, (c) any misrepresentation or fraud in

connection with a Loan Package on the part of Broker, (d) any misrepresentation or fraud in connection with a Loan Package on the part of the applicant or other third party performing services prior to the date the Loan Package is submitted to Lender, (e) any loan that is deemed by Lender to be unsaleable for any reason, to the extent such demand relates to the acts or omissions of Broker or (f) any repurchase demand of any third party to which Lender sold any loan resulting from a Loan Package.

(b) In addition, in the event that Lender has incurred, or is reasonably likely to incur, any damage, loss or expense resulting from any event or circumstance described above in this Section, Broker shall purchase from Lender any affected Mortgage Loan immediately following Broker's receipt of a demand from Lender (a "repurchase"). Broker will be given a reasonable amount of time to investigate and provide documentation to refute the demand. The repurchase price shall be equal to the sum of: (i) the amount of the compensation paid by Lender to Broker in connection with such loan hereunder, (ii) all costs incurred by Lender in underwriting, closing, funding or otherwise related to the loan, (iii) the unpaid principal balance of the loan, (iv) all accrued but unpaid interest thereon at the applicable note rate through the date of repurchase, (v) any unreimbursed advances, costs or expenses made or incurred by Lender in connection with such loan, and (vi) if Lender has sold the loan, all other costs incurred by Lender in repurchasing the loan from the investor or pool.

(c) Broker's obligations under this Section shall be fully applicable regardless of whether Lender has underwritten or approved the related Mortgage Loan and regardless of the contents of the Loan Package. Broker acknowledges its understanding that Lender disclaims any duty to investigate, verify, authenticate, or confirm any information contained in any Loan Package or mortgage file document.

(d) In all actions with third parties in which Lender has the right to be indemnified hereunder, Lender shall have the complete and exclusive right to determine the conduct and defense of such legal proceeding or investigation with such third party including, without limitation, the right to compromise, settle, defend, or continue any such action.

(e) Broker's obligation to indemnify Lender will not be affected by Lender's taking any of the following actions with or without notice to Broker: (i) liquidation, repayment, or sale or resale of any Mortgage Loan; (ii) foreclosure of any Mortgage Loan; or (iii) sale or resale of the property securing any Mortgage Loan. Broker agrees to make all required payments under this Section within ten (10) calendar days of Lender's demand for payment thereof.

(f) Early Payoff: With respect to any Mortgage Loan that becomes an "Early Payoff" as defined hereinabove, Broker shall pay to Lender within five (5) business days following notice of such prepayment, any and all Broker compensation and other amounts received from Lender or from the applicable borrower in such transaction.

(f) Early Payment Default: With respect to any Mortgage Loan that becomes an "Early Payment Default" as defined hereinabove, Broker shall pay to Lender within five (5) business days following notice of such prepayment, any and all Broker compensation and other amounts received from Lender or from the applicable borrower in such transaction.

13. Right of Offset. In the event that Broker owes any amount to Lender hereunder or under any other agreement, understanding or arrangement between Broker and Lender, then Lender shall have the right, without notice, to deduct any and all of such amounts from amounts that otherwise would be payable hereunder by Lender to Broker.

14. Confidentiality and Non-solicitation.

(a) Unless Lender provides its prior express written consent to Broker, during the term of this Agreement or at any time thereafter, Broker shall not, directly or indirectly, use any Confidential Information (as defined below) in any way, or divulge, disclose or make available or accessible any Confidential Information to any person, firm, partnership, corporation, trust or any other entity or third party, other than when required to do so in good faith to originate and process a Loan Package as contemplated by this Agreement or when required to do so pursuant to

applicable law, a subpoena or other order of a court of competent jurisdiction. Also, Broker shall deliver to Lender at the time of the termination of this Agreement, and without retaining any copies, notes or excerpts thereof, all Confidential Information, in any form, that is in Broker's actual or constructive possession or that is subject to Broker's control at such time.

(b) "Confidential Information" means all information respecting the business and activities of Lender, any subsidiary, joint venture or affiliate of Lender, including, without limitation, the terms and provisions of this Agreement, the clients, customers, suppliers, employees, consultants, computer files, projects, products, financial information, methodologies, know-how, processes, practices, approaches, projections, forecasts, formats, systems, data gathering methods and/or strategies, business plans, recruiting targets or plans, marketing plans, marketing methods, policies, procedures, overlays, litigation, disputes, proprietary or trade secret information of such Party that is identified in writing as confidential, or other information which under the circumstances ought to reasonably be treated as confidential by Broker. Confidential Information shall not include any (i) information that is or becomes part of the public domain or generally available to the public, other than as a result of a breach of the confidentiality provisions of this Agreement by Broker, or (ii) information that is or becomes available to Broker on a non-confidential basis from a source other than Lender or any subsidiary or affiliate of Lender.

(c) Without limiting the foregoing, Broker agrees to comply with the privacy and safeguarding requirements of the federal Gramm-Leach-Bliley Act (15 U.S.C. § 6801 *et seq.*) and the applicable regulations and guidelines thereunder with regard to the information of Lender that is subject to such act, regulations and guidelines.

(d) During the term of this Agreement, and for a period of one (1) year thereafter, Broker shall not, directly or indirectly, hire or solicit for employment any Lender employee, or any person who was a Lender employee within six (6) months prior to any such attempted hiring or solicitation.

(e) During the term of this Agreement, and for a period of one (1) year thereafter, in connection with each Mortgage Loan, Broker shall not directly or indirectly solicit, and Broker shall prevent any affiliate from directly or indirectly soliciting, any Borrower for purposes of prepayment, refinance or modification of the Mortgage Loan within eighteen months of the date the loan was originated. At all times during the term of this Agreement, and for a period of one (1) year thereafter, Broker shall not, directly or indirectly, advise or solicit, and Broker shall prevent any affiliate from directly or indirectly advising or soliciting, a consumer to withdraw, cancel or cease pursuing a mortgage loan application with Lender.

(g) Broker expressly acknowledges and agrees that Lender's remedy at law for a breach or threatened breach of any of the provisions of this Section or Section 3 would be inadequate. In recognition of that fact, in the event of a breach or threatened breach by Broker of the provisions of this Section or Section 3, it is agreed that, in addition to its remedy at law and without posting any bond, Lender shall be entitled to, and Broker agrees (if Lender establishes that a breach or threatened breach has occurred) not to oppose Lender's request for, equitable relief in the form of a temporary restraining order, a temporary or permanent injunction, or any other equitable remedy that may then be available. Nothing herein contained shall be construed as prohibiting Lender from pursuing any other remedies available to it for such breach or threatened breach.

15. Miscellaneous Provisions.

(a) Entire Agreement; Amendment; Waiver. This Agreement supersedes all prior agreements or understandings between the Parties, whether oral or written, and contains the entire agreement of the Parties relating to the subject matter hereof and may not be amended except in a writing signed by the Parties. Failure to insist upon strict compliance with any of the terms, covenants or conditions hereof at any time shall not be deemed a waiver of such term, covenant or condition at any other time nor shall any waiver of any right herein at any time be deemed a waiver of the same or any other right at any other time.

(b) Binding on Successors and Assigns. All covenants and agreements herein bind and shall inure to the benefit of the respective successors and assigns of the Parties. This Agreement may not be assigned by either Party

without the express prior approval of the other Party, except that Lender, without the consent of Broker, may assign this Agreement to an affiliate.

(c) Choice of Law, Venue, Waiver of Jury Trial. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Kentucky without reference to the choice of law principles thereof. In the event of litigation between the Parties regarding this Agreement, the litigation may be commenced and maintained only in a court of competent jurisdiction in the Commonwealth of Kentucky. Unless prohibited by applicable law, or otherwise agreed to by the Parties, the Parties expressly agree and consent that the courts of Franklin County, Kentucky, shall have exclusive jurisdiction over all actions arising from, out of, or with respect to this Agreement. **LENDER AND BROKER EACH HEREBY ABSOLUTELY, IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY LITIGATION, ACTION, CLAIM, SUIT OR PROCEEDING, AT LAW OR IN EQUITY, ARISING OUT OF, PERTAINING TO OR IN ANY WAY ASSOCIATED WITH THIS AGREEMENT, THE ACTIVITIES CONTEMPLATED HEREBY, THE RELATIONSHIP OF THE PARTIES HERETO, OR THE ACTIONS OF THE PARTIES HERETO IN CONNECTION WITH ANY OF THE FOREGOING.**

(d) Attorneys' Fees. If the Lender commences an action against the Broker to enforce the repurchase or indemnification provisions of this Agreement, the Lender shall be entitled to an award of its costs of litigation, including reasonable attorney's fees.

(e) Severability. Any decision of a court of competent jurisdiction that invalidates one or more provisions of this Agreement does not invalidate any other provision of this Agreement, and the Parties shall in good faith act to interpret or amend this Agreement so as to reflect the original intent of the Parties.

(f) Counterparts. This Agreement may be executed in any number of counterparts. Each counterpart so executed shall be deemed an original, but all such counterparts shall together constitute one and the same instrument.

(g) Notices. Except as otherwise provided herein, all notices and statements to be given under this Agreement are to be in writing, delivered by hand, facsimile, telegram, a nationally recognized overnight express or similar service with package tracking capability, or first class United States mail, postage prepaid and registered or certified with return receipt requested, to the other Party at the following address:

If to Broker:

Attn: _____
Phone: _____
E-Mail: _____

If to Purchaser, to the below address:

Stockton Mortgage Funding
Attn: Legal Department
88 C Michael Davenport Blvd, Suite 1
Frankfort, KY 40601

With a copy to:
Legal@stockton.com

(g) Construction. For purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires: (a) the use of the singular form includes the plural, and the use of the plural form includes the singular, (b) the use of any gender herein shall be deemed to include the other gender, (c) the captions used in this

Agreement are inserted for convenience only and are in no way intended to describe, interpret, define or limit the scope or content of this Agreement or any provision hereof, (d) the words "herein," "hereof," "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular provision, (e) the term "include" or "including" shall mean without limitation by reason of enumeration, and (f) each reference to a "Section" of this Agreement shall include all subsections of such Section. Additionally, this Agreement shall be construed fairly as to both Parties and not in favor of or against either Party, regardless of which Party prepared the Agreement.

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

"Lender":

"Broker":

STOCKTON MORTGAGE FUNDING

By: _____

By: _____

Name: David Stockton

Name: _____

Title: President

Title: _____

This document is intended for use by mortgage professionals only and should not be disclosed to or used by consumers or other third parties. This agreement contains confidential information of Stockton Mortgage Funding.