



Mortgage Broker Correspondent Agreement

Non-QM, Non/O/O Investor Properties, and Small Commercial Transactions

**This agreement is entered into between MCM Capital Solutions LLC (the “Lender”),
address 14100 Palmetto Frontage Rd, Suite 304 Miami Lakes, Florida 33016**

and Broker named _____ (the “Broker”).

Recitals

Broker is a lawful mortgage loan originator who solicits non-QM, NON/O/O, Safe Act and RESPA exempt Investment Property Mortgages, and Small Commercial Mortgage Transactions from potential "Artificial Person" borrowers. Lender is a lawful LLC formed to accept non-Safe Act and RESPA exempt Loan Applications from independent Mortgage Brokers for funding consideration and re-sale as appropriate.

Lender and Broker desire to enter into an agreement, pursuant to which Broker will submit Loan Applications to Lender, and Lender will underwrite, close and fund loans from Broker that comply with Lender's guidelines, policies, procedures and any and all federal and state laws that may be applicable.

In consideration of the terms contained herein and for other good and valuable consideration, the receipt of which are hereby acknowledged, Lender and Broker agree as follows:

I. Definitions

For the purpose of this Agreement, the following terms shall have the meaning set forth below:

- A. "Applicable Law" means any federal, state or local statute, regulation, rule or the like which is applicable to the origination of mortgage loans or any related activity.
- B. "Application Disclosures" means those disclosures required to be given under applicable federal or state law at the time the borrower makes application, as the term "application" is defined under those respective laws.
- C. "Early Payment Default" means a loan in which any scheduled monthly payment, which is to be made within the first six (6) months after Lender funded the loan, is not made within thirty (30) days of the related due date.
- D. "Loan(s)" or "Mortgage Loan(s)" means non-QM, Non/O/O Investment Property Mortgage Loans, and Small Commercial Property Mortgages in accordance with Lender guidelines and the terms of this Agreement.
- E. "Loan Application" means a completed Application Package and supporting documentation as required by Lender.
- F. "Mortgage" means mortgage, deed of trust, or other security instrument creating a first priority lien on real property.
- G. "Mortgaged Property" means the Non/O/O real property that serves as collateral for the loan.
- H. "Note" means the promissory note executed by the Artificial Person evidencing the loan.
- I. "Settlement Date" means the date of funding of each loan by Lender.

II. General Acknowledgments, Representations and Warranties of Broker

- A. Broker shall be an independent contractor of Lender and will be responsible for his own MLO staff. Broker shall not represent itself to be the agent of Lender or in any relationship with Lender other than that of independent contractor. Broker has no authority to commit Lender or bind it to any contract.
- B. Broker warrants that all information about Broker submitted to Lender by Broker is and will be accurate. Broker acknowledges that Lender is relying upon such information as an inducement to entering into this Agreement and will be relying on such information in connection with the underwriting and funding of loans submitted to Lender. If there should be any material change in such information, Broker will promptly advise Lender of such fact. Upon request from Lender, Broker shall furnish Lender copies of Broker's most recent financial statements (audited if available).
- C. If Applicable Law requires that Broker or its employees be licensed to conduct its business as Mortgage Broker, Loan Originator, Loan Processor, Correspondent Lender, Mortgage Lender or any other registered or licensed entity, Broker represents that Broker and all of its employees and agents have all of the necessary licenses and/or registrations and shall furnish Lender copies of such licenses and/or registrations and keep such licenses and/or registrations in effect during the term of this Agreement. Broker agrees to provide Lender with any updates or changes to all licenses and/or registrations, including any revocations or suspensions.
- D. Broker agrees to conduct its loan origination activities in a professional manner at all times.
- E. Broker agrees to obtain information about the loan programs offered by Lender, explain such programs to its customers, qualify prospects at Lender's then-current rates, and prepare an initial Loan Application Package along with any other documents or disclosures required in this Agreement or under Applicable Law.
- F. By submitting a Loan Application to Lender, Broker shall acknowledge, represent and warrant the following:
 - 1. Broker will have verified all information on Loan Applications submitted by Broker in accordance with Lender underwriting standards.
 - 2. All documents submitted to Lender are copies of original documents received by the Broker or an employee/authorized agent of Broker.
 - 3. All representations with respect to the Loan Application are true and correct.
 - 4. Broker does hereby assign all rights and interest to Lender in any loan, appraisal, or current or future Servicing Rights for any loan submitted to Lender.
 - 5. All credit reports if required - have been obtained from sources that have been approved in writing by Lender or are generally accepted by federal and state agencies as reliable.
 - 6. All appraisals where required have been obtained in compliance with the Appraisal Independence Requirements ("AIR") Lender guidelines. Alternative forms of proof of value may be accepted from time to time, based on the Lender's sole discretion. However all collateral will require some acceptable form of valuation review. No exceptions shall be made.

7. Broker has disclosed all information known to or suspected by Broker and there has been no material change with respect to the Loan Application, the prospective borrower, and the security for the loan, and agrees to immediately disclose to Lender any additional such information Broker may obtain between the time of submission of the loan to Lender and the funding of the loan.
 8. Broker has full authority to submit such Loan Application to Lender without violating any agreement, law, or order relating to Broker.
 9. The procedures, eligibility requirements, forms, and other aspects of the Loan Application shall be in compliance with all applicable federal, state, and local laws, regulations, and ordinances including, without limitation and as applicable; the Truth-in-Lending Act and Regulation Z, the Real Estate Settlement Procedures Act and Regulation X, the Privacy Act, the Gramm Leach Bliley Act, the Fair and Accurate Credit Transactions Act, the Fair Credit Reporting Act, the Home Mortgage Disclosure Act, the Patriot Act, the Community Reinvestment Act, the Flood Disaster Protection Act, and the Equal Credit Opportunity Act and Regulation B. Every loan submitted to Lender by Broker shall include written evidence of such compliance. Broker hereby assumes responsibility and agrees to provide adverse action notices to Borrowers as appropriate in accordance with the requirements of the federal Equal Credit Opportunity Act, Regulation B, and any other laws or acts that may be implemented after the execution of this Agreement. In accordance with Regulation B, Section 1002.9(g), Broker agrees that in the event a loan Application is not approved by Lender, Broker shall provide an adverse action notice and identify each creditor, including Lender, on whose behalf the notice is given. Broker also hereby assumes responsibility to provide any and all Application Disclosures in addition to those required by Section II.E. of this Agreement.
- G. No Loan Application submitted to Lender shall be approved by Lender except by written notification to Broker. Such approval may be granted or withheld by Lender in its sole discretion, and Lender is not obligated to approve any Loan Application.

III. Loan Submission

Broker shall be responsible for assuring that the loans submitted to Lender comply with all of the terms and conditions of this Agreement.

- A. Broker may submit loans for underwriting and funding to Lender. upon receipt thereof, may in its sole and absolute discretion, underwrite, close and fund such loans or decline to underwrite, close and fund such loans.
- B. Broker warrants that each loan submitted to Lender for underwriting, closing and funding shall conform in all respects to all the terms, conditions, representations, warranties and covenants contained in this Agreement.
- C. Lender will make available to Broker the Lender wholesale loan programs at the terms and interest rates as set forth on Lender's website. These programs, terms and interest rates are subject to change without notice.
- D. Lender will provide, at its website, program guidelines on the types of loans it will accept, which will include loan limits, loan-to-value ratios, and other loan characteristic requirements. Interest rates, points, and fees shall be the then applicable rates charged by Lender, and are subject to change without prior notice.

- E. Lender shall not be obligated to underwrite, close or fund any loan(s) unless Lender has carefully determined, in its sole discretion, that the terms and credit requirements are met in their entirety. Lender shall have the right, but not the obligation, to underwrite any loan submitted for underwriting, closing and funding pursuant to this Agreement; provided that neither the existence nor the exercise of this right shall affect in any way Broker's obligations hereunder, including without limitation, Broker's Repurchase Obligations and Broker's indemnification obligations. Should Lender exercise its right to underwrite any loan submitted to it, it is not obligated to close and fund any loan that it has underwritten.
- F. A lock confirmation by Lender, if any, confirms only the receipt of information provided by the Broker and does not confirm that such information is correct or that the loan has been accepted by Lender. A lock confirmation does not constitute a loan approval or a commitment to lend. Lender reserves the right to revise or modify the pricing and/or rate information contained in lock confirmation documents at any time based on risk factors or prevailing market conditions. Lender shall have no obligation to fund a loan that does not, in Lender's sole discretion comply with this Agreement or Lender's current Wholesale Lending Guide, requirements, policies and procedures. All loans must fund within their lock-in period or shall be subject to cancellation or modification at the sole discretion of Lender.

IV. Additional Acknowledgments, Representations and Warranties of Broker

The Broker makes the following additional acknowledgments, representations and warranties with regard to the terms and conditions of Section III above:

- A. To the best of Broker's knowledge, none of the Mortgaged Property is now being repossessed or is the subject of foreclosure proceedings, nor is any portion of the Mortgaged Property the subject of any insurance claim now pending; there is no proceeding pending or, threatened for the partial or total condemnation of the mortgaged property, and there are no zoning violations or other violations of applicable law concerning any of the Mortgaged Property; a certificate of occupancy and any necessary certificate(s) of completion covering the Mortgaged Property has been duly issued by the appropriate authority.
- B. To the best of Broker's knowledge, such loan is not the subject of, or in any way affected by, any existing or threatened legal proceeding, including without limitation, foreclosure, replevin, or similar other legal process; unless disclosed in writing to Lender. No Borrower is now involved in bankruptcy, insolvency or similar proceedings; there is no litigation existing or threatened which would adversely threaten the enforceability of such loan.
- C. To the best of Broker's knowledge, no hazardous or toxic materials or wastes or products regulated by any law or ordinance or asbestos products or materials or polychlorinated biphenyls or urea formaldehyde have been used or employed in the construction, use or maintenance of the Mortgaged Property or have been stored, treated at or disposed on the Mortgaged Property and there has not occurred nor has any person or entity alleged that there has occurred, upon the Mortgaged Property any spillage, leakage, discharge or release into the air, soil or groundwater of any hazardous material or regulated wastes, including methamphetamine contamination.
- D. The loan was originated in full compliance with the laws of the state where the real property is located, and with all Federal, State, local and other applicable laws and regulations, including, without limitation the Regulation Z and all usury laws and regulations; all disclosures required by Federal, State and/or local law were properly made by Broker prior to the closing of the loan. Broker acknowledges that Lender will not fund any TILA Section 32 or any loans with an annual

percentage rate (A.P.R.) that exceeds the Qualified Mortgage (QM) safe harbor A.P.R. threshold defined in 12 CFR 1026.43 or a QM safe harbor A.P.R. threshold as defined by HUD, VA or USDA, or any "rate spread" loans, or any loans defined by a specific state, county or municipal law that includes any of the following or similar terms: "high cost," "higher-priced" or "predatory."

- E. To the best of Broker's knowledge, no real estate commissions in excess of eight percent (8%) have been charged by any parties to the loan and that no monies were paid to any parties outside of the closing other than those amounts so indicated on the Closing Disclosure.
- F. Broker has furnished the Lender with the information necessary to enable the Lender to comply with the Home Mortgage Disclosure Act (HMDA), as amended and only where applicable; and Regulation C, and agrees to furnish Lender with any information that is reasonably available to Broker which Lender may reasonably request or which may be necessary to enable Lender to file the HMDA report or any other reports due in connection with such loan. Unless Broker is required by Applicable Law, Lender will file HMDA report in connection with any loan(s) funded by Lender from Broker.
- G. Broker acknowledges that, unless otherwise required by Applicable Law, Lender will provide Internal Revenue Service required Form 1098s to borrowers.
- H. Broker understands that Lender routinely conducts quality control audits to re-verify ability to repay, any loan and occupancy documentation and appraisals submitted by Broker, and Broker agrees to fully cooperate in obtaining and producing additional documentation if requested by Lender.
- I. In order to enforce Lender's rights under this Agreement, Broker shall, upon the request of Lender or its assigns, do and perform or cause to be done and performed, every reasonable act and thing necessary or advisable to put Lender or its assigns in position to enforce the payment of the loans and to carry out the intent of this Agreement, including the execution of and, if necessary, the recordation of additional documents.
- J. Broker will submit to Lender all information Lender may request with respect to the Loan Application, borrowing entity, and guarantors if any. Lender may verify any information with respect to any party to the loan application including, without limitation, obtaining credit reports and limited verification of assets. No verification or quality control audit by Lender will relieve Broker from responsibility for Broker's warranties and representations made hereunder or act as a Lender waiver of any claim Lender may have for any reason whatsoever.
- K. This Line left empty intentionally.
- L. Lender shall not be responsible for the Broker's compliance or failure to comply with any applicable laws, regulations, or ordinances. Broker agrees to indemnify and hold harmless Lender for any failure of the Broker to comply with any federal, state or local statutes applicable.
- M. No Broker representations or commitments will be binding upon Lender unless in writing and signed or initialed by an authorized representative of Lender.
- N. Broker represents that it will maintain files for all loans that were submitted to Lender for funding consideration for a period of time required by State and Federal guidelines.

- O. Broker will not share Broker's compensation with any other party, and the loan proceeds will not be paid (except for payment to a lender or other entity to satisfy an existing lien against the subject property or debt obligation per the terms of the loan) to any party who compensates or is compensated by Broker, is under common ownership or control with Broker, or shares profits or losses with Broker.

V. Termination

This agreement shall continue until terminated, with or without cause, by either party by giving written notice of termination to the other. The termination shall be immediate upon the giving of such notice but shall not affect any representation or warranty by Broker with respect to a Loan Application or loan that has funded and will not affect any commitment that Lender has previously issued in writing.

VI. Indemnification

Broker shall indemnify, defend and hold Lender harmless against and in respect of, and shall reimburse Lender for any and all losses, liabilities, claims, damages, costs including without limitation attorneys' fees and costs (including allocated costs of in-house counsel, if applicable), and actions suffered or incurred by Lender which arise out of, result from or relate to: (a) the breach by Broker of any covenant, condition, term, obligation, acknowledgment, representation or warranty contained (i) in this Agreement, or (ii) in any written statement or certificate furnished by Broker pursuant to this Agreement, including, without limitation, those arising from any improper origination or processing of Mortgage Loans; or (b) any material act or omission of Broker or any employee or agent of Broker which adversely affects any Mortgage Loan registered with and funded by Lender hereunder. Without limiting the foregoing, Broker's obligations under this Agreement shall include costs and expenses associated with Lender's efforts to enforce this Agreement. 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.

VII. Repurchase

- A. Broker agrees to pay to Lender promptly upon demand such amounts as may be required by Lender to repurchase from any secondary market investor ("Investor") any loans required to be removed by Investor because of any act of fraud or misrepresentation, material misstatement of facts, failure by Broker to fully comply in all respects with guidelines and requirements, or Broker materially breaches any of the terms, conditions, covenants, agreements, acknowledgments, representations and/or warranties contained herein with respect to a particular loan (each, a "Repurchase Obligation"). Upon receipt of notice from Lender of a Repurchase Obligation with respect to any loan(s), if the Repurchase Obligation is capable of being cured, Broker shall have a period of twenty-one (21) calendar days from the date of the notice in which to cure the circumstances giving rise to the Repurchase Obligation. If Broker fails to cure such circumstances to Lender's reasonable satisfaction within this time frame, Broker shall repurchase the affected loan(s) by paying Lender the Repurchase Price immediately after the conclusion of this cure period. The price of the Repurchase Obligation shall be the price plus attendant costs that Lender must pay to repurchase the loan from Investor, plus Lender's costs attributable to the loan ("Repurchase Price"). With respect to any Repurchase Obligation that is not capable of being cured by Broker, Broker shall repurchase the affected loan(s) by paying the Repurchase Price within five (5) business days after the date of the notice.

- B. Upon the occurrence of a Repurchase Obligation, Lender shall have the option but not the obligation, to request or accept repurchase of the affected loan(s). Where a Repurchase Obligation occurs after the affected loan(s) was sold by Lender into the secondary market, Broker shall remain obligated to repurchase the affected loan(s) and shall pay the Repurchase Price for such affected loan(s) in accordance with the terms of this Agreement. Upon such repurchase, Lender shall endorse the Note and assign any Mortgage, both without recourse, to Broker.

VIII. Other Remedies

- A. No solicitation for 210 days from the funding date of any loan funded by Lender. Broker shall not solicit any borrower(s) in any manner, nor take any loan application for a purchase or refinance transaction on the same property for which Lender has funded a previous mortgage transaction within the last 210 calendar days; said previous mortgage transaction having been submitted to Lender by Broker. In the event Broker does fund, or arranges for any third party to fund any type of the aforesaid mortgage transaction, Broker shall, upon demand, refund to Lender within 30 calendar days from such demand all compensation paid by Lender to the Broker in connection with the previously funded mortgage transaction.
- B. The remedies set forth in this section are not exclusive and are in addition to any remedies and rights available to Lender at law or in equity including specific performance.

IX. Right to Offset

Lender shall have a contractual right to offset any money Lender owes to Broker against any obligation of Broker to Lender, but any such offset shall not constitute an accord and satisfaction unless agreed to in writing by the parties. If Broker collects any funds in connection with any loan submitted to Lender, Broker shall hold such funds in trust for Lender in a separate account.

X. Loan Fraud/Misrepresentation

Broker shall be responsible for all actions performed in the course of business by their respective employees, agents or contractors. The submission of a Loan Application containing false or misrepresented information is a federal crime. The following list contains examples of activities that will be considered fraud or misrepresentation:

- A. Submission of inaccurate information, including false statements on Loan Application(s) and falsification of documents relating to credit, employment, deposit and asset information, including identity, ownership and title to real property.
- B. Forgery or misrepresentation of partially or predominately accurate information.
- C. Misrepresentation of occupancy or intent to maintain required occupancy as agreed in the security instrument.
- D. Lack of due diligence or concern by the loan officer, interviewer or processor, including failure to obtain or divulge all information required by the Loan Application and/or failure to request further information as dictated by the applicant's response to other inquiries or documentation.
- E. Acceptance of information or documentation, which is known or suspected to be inaccurate or fraudulent, or acceptance of information or documentation, which should be known or suspected of being inaccurate or fraudulent. This would include simultaneous or consecutive processing of multiple

owner-occupied mortgage loans for an individual applicant or permitting an applicant or interested third party to assist and participate in the processing of the loan.

- F. Failure of the Broker to disclose any relevant or pertinent information regarding the loan application.

As a consequence of fraud or misrepresentation, Broker could be subject to the following:

- A. Investigation of fraud by state or federal prosecutor.
- B. Petition for revocation of mortgage Broker or lender license.
- C. Civil action by Lender.
- D. Civil action by applicant and/or other parties to the transaction.
- E. Loss of approved status with Lender.
- F. Inability to gain approval with other entities caused by the publication of legally permissible information by entities such as mortgage insurers, FNMA, FHLMC, GNMA, and other secondary investors, police agencies, state and federal regulatory agencies and others.
- G. Inclusion on HUD's Limited Denial of Participation listing and FHLMC's exclusionary list.

The above list is not meant to limit the remedies available. Lender will pursue any and all remedies available to it in the event mortgage loan fraud or misrepresentation, regardless of whether the discovery is prior to, or after, loan closing and funding.

XI. Sale or Assignment

Lender shall have the right to assign or transfer this agreement and its duties, obligations or rights hereunder. Broker may not assign, transfer or subcontract any of its duties, obligations or rights under this agreement without Lender's prior written consent. A change in the ownership of, or merger or consolidation of Broker, or sale by Broker of substantially all of its assets, shall be considered an assignment for purposes of this agreement. In the event Lender assigns any of its rights in the Mortgage Loans closed hereunder, such assignee shall have the same rights as Lender with respect to this agreement.

XII. Confidentiality

Broker agrees that information concerning Lender's business (including that of all corporate affiliates) is "Confidential Information" and proprietary and shall be maintained in confidence and not disclosed, used, duplicated, published, disseminated or otherwise made available except as described in this Section. Confidential Information may include, without limitation, pricing sheets, lists of, or other information relating to and identified with customers, former or prospective customers or applicants, trade secrets, confidential and proprietary methods, techniques, processes, applications approaches, and other information of Lender in various forms, which information is used or is useful in the conduct of Lender's business including Lender's origination, purchase, and sale of mortgage products and the subject matter of this agreement. Broker may use confidential information of Lender only in connection with performance under this agreement. Except as described in this agreement, the parties shall not copy confidential information or disclose confidential information to persons who do not need confidential information in order to perform under this agreement. Broker shall maintain an appropriate information security program to prevent the unauthorized disclosure, misuse, alteration or destruction of confidential information. Confidential information shall be returned to Lender upon termination of this agreement. Confidential information does not include information that is generally known or available to the public or that is not treated as confidential by the party claiming such information to be confidential, provided, however, that this exception shall not apply to any publicly available information to the extent that the disclosure or sharing of the information by one or both parties is subject to any limitation, restriction, consent, or notification requirement under any applicable federal or

state information privacy law or regulation then in effect. In the event it is necessary for Broker to disclose confidential information to a third party in order to perform Broker's duties hereunder and Lender has provided Broker with written authorization to do so, Broker shall disclose only such confidential information as is necessary for such third party to perform its obligations to Broker. If requested by Lender any employee, representative, agent or subcontractor of Broker shall enter into a non-disclosure agreement with Lender to protect the confidential information of Lender. A breach of Broker's confidentiality obligations may cause Lender to suffer irreparable harm in an amount not easily ascertained. The parties agree that such breach, whether threatened or actual, will give Lender the right to obtain equitable relief (i.e., obtain an injunction to restrain such disclosure or use without the requirement of posting a bond), and pursue all other remedies Lender may have at law or in equity.

XIII. Notices

Except as otherwise provided in this Agreement, any notice or other communication required or permitted hereunder shall be in writing and shall be delivered personally, by certified, registered or express mail, or by overnight courier, postage or other charges prepaid. Any such communication shall be deemed given when so delivered personally, or, if sent by overnight courier, one day after delivery to the courier, or, if mailed, three (3) days after the date of deposit in the United States mail, as follows:

If to Lender:

14100 Palmetto Frontage Rd,
Suite 304 Miami Lakes, Florida
33016

If to Broker:

Any party may, by notice in accordance with this Section to the other party, designate another address or person for receipt of notices hereunder. Broker authorizes Lender to transmit to Broker any notices, including, without limitation, program updates, pricing information, marketing materials and other information in connection with this Agreement by email, Lender's website(s) or any other forms of electronic transmission. All notices to be provided by Broker to Lender shall be provided in writing at the address above or such other address as may hereafter be furnished by Lender to Broker in writing.

XIV. Miscellaneous Terms

- A. Broker has no authority to make any representations on behalf of Lender except to quote loan rates and terms that have been quoted by Lender.
- B. Broker shall not use or appropriate in any manner either the name of Lender or of any subsidiary or affiliate of Lender, or any of Lender's (or such subsidiary or affiliate's) product names, trade names, logos, symbols or trademarks, unless specifically licensed in writing to do so by Lender.
- C. Broker hereby appoints Lender and the directors, officers, employees, agents, successors and assigns of Lender as its true and lawful attorney-in-fact without right of revocation and with full power of substitution for and in its place and stead to (i) demand and control all sums due on loans closed and funded pursuant to this Agreement and to enforce all rights with respect thereto, (ii) endorse, mark, place or otherwise evidence Broker's name as payee on all checks, drafts, acceptances

or other form of partial or full loan payment delivered or tendered to Lender, (iii) endorse, mark, place or otherwise evidence Broker's name on all notes, mortgages, deeds of trust, and other forms of security instruments or collateral and all assignments, loan applications (FNMA 1003s), full or partial releases or satisfactions of said mortgages, deeds of trust, and other forms of security instruments or collateral for all loans closed and funded pursuant to this Agreement. Broker agrees to execute such other documents as Lender may reasonable request to evidence the appointment of Lender as Broker's attorney-in-fact. Exercise by Lender of any right granted above will relieve Broker from responsibility for Broker's warranties and representations made hereunder or a waiver of any claim Lender may have for the incorrectness of any such representations or warranties.

- D. Broker is duly organized, validly existing and in good standing (in the case of a corporation or limited liability company) under the laws of the state governing its creation and in existence during the time of its activities with respect to the origination of the Loan Applications and closing of the Mortgage Loans subject to this Agreement. Broker has all power, authority and capacity legally required to enter into this Agreement and to perform the obligations required of it hereunder. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by all necessary action legally required. This Agreement constitutes a valid and legally binding Agreement of Broker enforceable in accordance with its terms.
- E. Broker shall permit any officer, employee or designated representative of Lender, at any reasonable time during regular business hours, to examine and make audits of any of the processes implemented and documents kept by Broker regarding any loan or Loan Application submitted to Lender pursuant to this Agreement. If Broker fails to timely deliver, in accordance with the applicable terms and conditions specified in the Broker Guide, all documents and records associated with or related to any loan or Loan Application submitted to Lender pursuant to this Agreement, Broker shall also give Lender and its officers, employees, or designated representatives reasonable access to Broker's premises in order to allow Lender to retrieve, prepare or otherwise obtain all such documents and records. Broker shall also make its officers, employees and/or designated representatives available to Lender and shall cooperate with Lender in all such examinations, audits and document and record collection activities.
- F. Except as previously disclosed in writing to and acknowledged in writing by Lender, neither Broker, nor its employees, agents or affiliates, are a party to (a) any pending, or, to Broker's knowledge, threatened litigation as a defendant involving fraud, misrepresentation, violation of any state or federal lending laws or regulatory compliance, (b) any claims by borrowers, (c) any negative investor or regulatory finding through audits, examinations or mortgage guaranty insurance investigations, including placement on any exclusionary lists or (d) any limited participation orders under Applicable Law or court order. Should Broker or any employee, agent or affiliate of Broker become a party to any of the above actions, investigations, proceedings, or findings, Broker shall give immediate notice to Lender of such.
- G. Lender has the right to require Broker to acquire and maintain, at no expense to Lender and upon thirty (30) days notice by Lender, during the term of this Agreement, Errors and Omissions insurance in an amount sufficient to Lender, and shall furnish evidence of such coverage upon request of Lender. Such policies shall be in reasonable amounts, with acceptable standard coverage, satisfactory to Lender. Broker shall notify Lender of changes thereto or cancellations thereof.
- H. Annually or at its discretion, Lender will perform a recertification review of the Brokers approved status with Lender. Broker agrees to provide Lender with all required documentation and/or information required by Lender to complete its recertification review process, including a current credit report or the information necessary to allow Lender to pull necessary business or personal

credit reports. Any change in required Broker licensing must be immediately communicated in writing to Lender. Failure to provide requested documentation and/or information in a timely manner will result in the suspension and/or termination by Lender of this Agreement.

- I. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors.
- J. Section titles in this Agreement are for ease of reference only. They are not part of, and shall not be used to construe, this Agreement.
- K. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, supersedes all prior understandings or agreements, and can be amended only by written instrument signed by the party to be bound by such amendment. There are no unwritten or oral agreements between the parties with respect to the subject matter hereof. If any of the terms or provisions of this agreement are for any reason whatsoever held invalid, then such terms or provisions will be deemed severable and shall in no way affect the validity or enforceability of such remaining provisions and terms, all of which shall remain in full force and effect. All of the covenants, agreements, acknowledgments, representations and warranties made herein by the parties hereto shall survive and continue in effect after the termination of the Agreement or the consummation of the transactions contemplated hereby.

XV. Governing Law

- A. Any controversy, claim or dispute among the parties arising out of this contract, or the breach thereof, may, at the option of Lender, be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association in Florida and judgment upon the award rendered by the Arbitrator may be entered in any court having jurisdiction, including any Court in Miami-Dade County, Florida. The fees and costs incurred in any such arbitration (exclusive of each party's attorneys' fees and costs) shall be borne equally between the parties. However, the prevailing party from such arbitration shall be entitled to recover its attorney's' fees in addition to any other relief to which it may be entitled. Should either party fail or refuse to pay its share of the fees and costs, then the non-refusing party may advance those fees and costs and the non-paying part shall then be deemed to have waived their right to participate in the binding arbitration and shall be precluded from participating in the arbitration unless and until they have reimbursed the advancing party. Any such reimbursement must be at least 14 days prior to the Arbitration Hearing date in order to cure the default of the non-paying party.
- B. This agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to conflicts of law principals. Lender and Broker agree that any disputes or litigation shall be determined by the courts of Miami-Dade, Florida.

Addendum to MCM Capital Correspondent Agreement

XVI. Background Report Consent

In connection with your application as a mortgage broker, we may procure a background investigative report on you as part of the process of considering your candidacy as a broker. By your signature below, you hereby authorize MCM Capital Solutions to obtain a background check to determine your financial responsibility and background. The information requested below shall be used to underwrite a broker application. The background report may include, but not be limited to, criminal history, verifications of employment, credit report, education, and driving records.

XVII. Cross Market Opt In

MCM Capital Solutions is offering the opportunity for our broker partners to Opt In and allow MCM and its affiliates to cross market its product offerings to closed customers. By opting in the mortgage broker understands that their customer will be solicited for business within 90 days of loan becoming due. MCM guarantees the mortgage broker a 1% fee on all business use loans closed of mortgage brokers prior customers.

**YES, I WOULD LIKE TO OPT IN TO ALLOW MCM
TO CROSS MARKET TO MY CLOSED CUSTOMERS**

**NO, I DO NOT WANT TO OPT IN TO ALLOW MCM
TO CROSS MARKET MY CLOSED CUSTOMERS**

XVII. Conflicts/ Multiple Submission

It is the policy of MCM Capital Solutions to register and process all loans submitted. In the event that the same loan is submitted by multiple brokers we will continue with the originating broker who registered/submitted the file first. We define a registered submission as having a full application signed by the borrower with supporting documentation for the loan (purchase contract, bank statements, etc.) We will notify the second party trying to submit the same loan immediately that the loan is already in process.

MCM Capital Solutions reserves the right to make all final decisions regarding any conflicts between its brokers, partners, or affiliates.

Mortgage Broker Agreement Signature Page

Executed _____, **20**_____.

Lender:

MCM Capital Solutions LLC.

By: _____

Broker:

_____ (Name of Company)

By: _____

Print Name: _____

Title: _____

Address: _____

Phone # _____