MEGA CAPITAL FUNDING, INC.

Application Check List for New Broker

Company Name:_____ **Date:**_____/_____/_____

Account Executive: _____

Referred by: _____

Mega Capital Funding Inc. Mortgage Forms

- Mortgage Broker Application.
- Mortgage Broker Agreement.
- Loan Fraud Zero Tolerance Statement.
- W-9 Form
- Certification & Authorization Form.
- Fax & E-mail Permission.

Broker Documentation

- Copy of State issued Broker License with DBA if applicable.
- Last Period Financials (Quarterly Balance Sheet and P&L).
- Resumes of Principals / Corporate Officers.
- Credit Report (Principals, Broker of Record) no more than 60 days old, if not Provided, MCF will pull Credit.

Additional documents required

If Broker is a Corporation:

- Copy of Corporate Resolution authorizing company to broker loans to Mega Capital Funding. Inc.(Original Corporate Seal or Two Original Officer Signatures Required).
- Articles of Incorporation.

If Broker is a Partnership:

- Partnership Documentation.

If Broker is a LLC:

- Articles of Organization OR Certificate of Formation.

We need to receive a complete broker package to finalize the broker approval process.

Important

To insure prompt processing of the Broker Package, please make sure that all items listed above are included and complete. Your application needs to be emailed to:

E-mail: brokerapproval@mcfunding.com

MEGA CAPITAL FUNDING, INC.

Mortgage Broker Application

NAME OF FIRM			
STREETADDRESS	CITY	STATE	ZIP
MAILINGADDRESS	CITY	STATE	ZIP
TELEPHONE NUMBER:	FAXNUMBER:		
PRIMARY OFFICER/OWNER(1)	SOCIAL SECURITY NUMBER		
HOME ADDRESS	CITY	STATE	ZIP
PRIMARY OFFICER/OWNER(2)	SOCIAL SECURITY NUMBER		
HOME ADDRESS	CITY	STATE	ZIP
PRIMARY OFFICER/OWNER(3)	SOCIAL SECURITY NUMBER		
HOME ADDRESS	CITY	STATE	ZIP

Do you close escrows under your real estate license? YES ☐ NO ☐

Does the firm or any person employed hold ownership or have interest in other real estate related business, such as insurance, escrow, realty, builder, contractor or appraisal? YES* ☐ NO ☐

*** If, yes, please complete below:**

NAME OF REAL ESTATE RELATEDBUSINES			
ADDRESS	CITY	STATE	ZIP
NAME OF REAL ESTATERELATEDBUSINESS			
ADDRESS	CITY	STATE	ZIP

Has the firm or licensee had any formal complaints filed against it with the state within the last 5 years?
YES* ☐ NO ☐ *If Yes, attached statement providing details.

LOCATION OF BRANCHOFFICES - ADD A BRANCH -

ADDRESS	CITY	STATE	ZIP
MANAGER	TELEPHONE NUMBER:		
BRANCH DBA			
ADDRESS	CITY	STATE	ZIP
MANAGER	TELEPHONE NUMBER:		
BRANCH DBA			
ADDRESS	CITY	STATE	ZIP
MANAGER	TELEPHONE NUMBER:		
BRANCH DBA			

REFERENCES: FURNISH (3) NAMES, ADDRESSES AND TELEPHONE NUMBERS

NAME OF FIRM(1)			
CONTACT PERSON	E-MAIL:	TELEPHONE NUMBER	
MAILINGADDRESS	CITY	STATE	ZIP
NAME OF FIRM(2)			
CONTACT PERSON	E-MAIL:	TELEPHONE NUMBER	
MAILINGADDRESS	CITY	STATE	ZIP
NAME OF FIRM(3)			
CONTACT PERSON	E-MAIL:	TELEPHONE NUMBER	
MAILINGADDRESS	CITY	STATE	ZIP

THE FOLLOWING ITEMS MUST ACCOMPANY THISAPPLICATION:

- Executed original Mortgage Broker Agreement. If the firm is a Corporation, Enabling Resolution authorizing signatory on Loan Correspondent Agreement.
- Copy of state or local license where Firm is conducting business.
- Resumes of primary officer(s)/owners(s).
- Treasury Department W-9 Form (completed and signed).
- Most recent financial statements-Balance sheet and income statement no older than the preceding 6months.
- Credit Report (with a minimum 620 credit score) of Principals/Broker of Record no more than 60 days old. If not Provided, MCF will pull Credit. In the case of corporations, the Company may request personal credit reports from the corporate officers if the The corporation's credit report is not satisfactory. If any past credit derogatory item*(s)* appear, Letter of explanation will be needed.

*Minimum net worth requirement $30,000. *Minimum experience requirement 2years.

OPTIONAL INFORMATION:

- Company history.
- Affiliations, such as DBA filings.

I CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE, ALL INFORMATION BEING SUBMITTED IS TRUE AND CORRECT.

The undersigned, by signing this application, hereby authorizes Mega Capital Funding Inc. to obtain a business credit report on Firm and an individual credit report on the primary officers/owners.

Name of Firm:_____ MCFI Representative _____

By:_____Date: _____

_____

Printed Name Title

MEGA CAPITAL FUNDING, INC.

Mortgage Broker Agreement

This Mortgage Broker Agreement (hereinafter referred to as "Agreement") is entered into this_____day of _____, 20_____, by and between Mega Capital Funding, Inc. (hereinafter collectively referred to as "Lender") and_____(hereinafter referred to as "Broker").

Recitals

A. Broker is engaged in the activity of originating residential mortgage loans evidenced by notes secured by mortgages on real property for mortgage lenders; and
B. Lender is engaged in the activity of, among other things, accepting brokered loans; and
C. Lender and Broker desire to enter into this agreement to govern the brokering of loans by Broker to Lender; and
D. Lender and Broker wish to establish a nonexclusive relationship whereby Broker will submit loan packages ("Loans") to Lender on behalf of Broker clients ("Borrowers") for possible funding.

Now therefore, in consideration of the mutual covenants and benefits herein set forth, the parties hereto, intending to be legally bound, agree as follows:

Agreement

1. **Nonexclusive Agreement:** Nothing contained herein shall obligate Broker to submit all Loan funding requests that it brokers to Lender, in being understood that this shall be a nonexclusive agreement. Nothing contained herein shall obligate Lender to fund Loans submitted by Broker without Lender's prior review and approval at Lender's sole discretion.

2. **Relationship of Parties:** It is agreed that Broker and Lender are not partners nor participating in a joint venture and that Broker is acting as an agent for Lender in originating and brokering of Loans to Lender, but shall have the status of and shall act in all matters hereunder as an independent contractor. Nothing herein shall be construed to give Broker any authority to contract for or on behalf of Lender for any goods or services or impose any liability of any kind or nature upon Lender

3. **General Broker Responsibility:** Broker will at Broker's sole expense perform those services referenced in section 11.9 below in consideration for such fees as set forth in Exhibit "A" which is incorporated herein by reference. Such fees may be paid in whole or in part by Borrower and/or by Lender, provided, that no fees shall be payable to Broker which have not been fully disclosed to, and approved by, both Lender and Borrower. The contents of all Loan package and other information submitted to Lender ("Application Package") shall become the property of Lender upon Loan closing, and all information contained therein may be subject to Lender's independent verification. No fee shall be owed to Broker on account of any proposed Loan which is not funded and closed, and Lender shall have no obligation under this Agreement to Broker if a Loan fails to close and fund, for whatever reason except that Lender will fund any loans submitted to Lender by Broker, which conform within its reasonable discretion with its lending criteria, policies and guidelines then in effect and which may change from time to time ("Lending Criteria").

4. **Loan Approval:** Lender hereby retains the absolute right, in its sole discretion to approve a Loan. Approval shall be within Lender's Lending Criteria. Broker shall not represent that lender has approved or will approve any loan until broker is so informed by Lender in writing. All loans shall close in Lender's name (except as otherwise agreed upon by both parties in writing).

5. **Underwriting of Loan:** The decision to approve and/or fund any loan application package shall be in the sole discretion of Lender in accordance with its then prevailing underwriting standards and requirements existing at the time of underwriting the complete Loan or as may be modified from time to time. Broker understands and agrees that under no circumstances shall Lender be responsible to pay for any third-party service(s) commissioned by or on behalf of Broker or to reimburse Broker for such service(s). Nothing in this Agreement shall constitute nor create any liability on the part of Lender to pay, nor reimburse, Broker for any cost(s) of doing business such as, and without limitation, commissions, salaries, utilities, rent nor any other expense associated with Broker's business activities.

6. **Notifications of Actions:** Lender shall notify Broker in writing or by telephone at the sole discretion of lender of the approval or rejection of each completed Loan package. For each Loan accepted by Lender, Lender would generally be able to fund such Loan after approval, provided that all written conditions are satisfied, and all documentation as required by Lender accompanies the Loan package including but not limited to the following:
   a. Properly completed and executed Deed of Trust.
   b. The Borrower's Note properly completed and executed.
   c. All required property and casualty insurance policies naming Lender as Loss Payee.
   d. All required copies of disclosure documents.

7. **Fees Due to Broker**: Any fee, commission, or other consideration payable to Broker with respect to any Loan shall be paid only after Lender deducts from loan proceeds all Lender's fees and charges. No feel shall be owed to Broker on account of any proposed Loan which is not funded and closed.

8. **Failure to furnish a Complete Loan Package:** If Broker fails to furnish to Lender any documentation requested or desired by Lender with respect to any Loan, Lender shall have the option, at its sole and absolute discretion, to (i) Commit to make the Loan based on the documentation provided, (ii) commit to make the Loan subject to delivery by Borrower or Broker to Lender of such documentation as Lender specified in writing at the time such commitment is made, or (iii) reject the loan.

9. **Use of Acceptable Vendors:** Lender will not acknowledge any real estate appraiser, credit reporting agency or other vendor in connection with the preparation or submission of any Loan package that is not acceptable to Lender. In the event that Broker should submit a Loan package including information or reports from a person or entity not deemed acceptable by Lender. Lender may reject or accept the Loan package in accordance with Section 8 above.

10. **Authorization to obtain business Credit Report:** Broker authorizes Lender to obtain a business credit report on Broker upon mutual execution of this Agreement and from time to time thereafter as deemed necessary or appropriate by Lender. Broker acknowledges and agrees that during its business lender conducts quality control audits of Loan packages. Lender shall have the right to review the files of Broker related to Loan packages submitted to Lender during Broker's normal business hours.

11. **Broker's Warranties:** Broker represents and warrants to Lender, as of (i) the time any loan package is submitted to Lender, and (ii) as of the time the Loan is funded and closed, through the life of the Loan, that:

    11.1 **Authority and Capacity:** Broker is a duly organized and validly existing entity in good standing under applicable laws of the state of California and/or in such state or other states in which it is engaged in the business of brokering or originating mortgage loans, and that it has the requisite authority and capacity to enter into this Agreement and this Agreement has been duly authorized, executed and delivered by Broker and constitutes a valid and binding obligation of Broker, enforceable in accordance with its terms. Broker's compliance with the terms and conditions of this Agreement will not violate any provisions of its charter documents, any instrument relating to the conduct of its business, or any other agreement, law or regulation to which it may be a party or under which it may be governed.

    11.2 **No Untrue Statement:** None of the statements or information contained in any document submitted with or included as part of an application package, or in any document reviewed in connection with lender's underwriting decision, contains or will contain any misleading, false or erroneous statements, or omit facts necessary to make such statements or information accurate and understandable in every respect, to the best of the broker's knowledge.

    11.3 **Absence of Claims:** There is no pending or threatened suit, action, arbitration, or legal, administrative or other proceeding or investigation (including an allegation of fraud by another lender) against broker or its current or former owners, agents, or employees which could have a materially adverse effect on the broker's business, assets, financial condition, or reputation, or upon any Loan submitted for funding by Lender.

    11.4 **Control of Documents:** No Borrower shall have had in its direct or indirect possession or control any credit, income, or deposit verification document submitted to Lender with respect to any Loan.

    11.5 **Duly Licensed:** Broker must possess all necessary licenses, permits, and authority to engage in the activities contemplated by the Agreement. When applicable, Broker's license number and its expiration date will be.

requested by Lender to ensure that the holder of one or more valid brokerage or other applicable licenses(s) bearing number(s) issued by the State(s) of which the Broker shall maintain in good standing and is in compliance with any applicable laws throughout the term of this Agreement.

11.6 **Ownership**: Broker has no direct or indirect ownerships interest in any property acting as security for the Loan.

11.7 **Compliance with Laws:** The Broker and each other person involved in the Loan transaction has complied and will comply with all applicable state and federal laws and regulations, with respect to the Loans and the activities of Broker. The Broker and each other person involved in the Loan transaction is in full compliance in all respects with all rules and regulations of all real estate and mortgage lending regulatory and supervisory agencies as are applicable to Broker and such person(s), including but not limited to, provisions of Dodd-Frank, ECOA and Regulation B, the MAP Act, the GLBA and Regulation P, RESPA and Regulation X, TILA, Regulation Z, and as of October 3, 2015, the TILA/RESPA Integrated Disclosure Rule (TRID). Broker covenants to maintain all licenses and approvals on a current basis and to keep itself in good standing of any licenses or approvals, or of the taking of any action by any such agency against Broker or such person(s) which could adversely affect the Broker's licenses and approvals.

11.8 **Fees paid to Broker:**

a. All fees or compensation of whatever kind received or to be received by Broker have been disclosed to Lender at the time of delivery of an Application Package to Lender.
b. Broker shall accept no fee or compensation of any kind from any source which has not been disclosed to Lender at the time of delivery of the Application Package.
c. Broker shall at all times comply with all Lender policies regarding fees and compensation paid to brokers which may from time to time be delivered in writing to Broker.
d. The broker will comply with all applicable Loan Origination Compensation laws and regulations, both state and federal, as may then be in effect.
e. Broker shall not accept or agree to accept any fee or compensation with regard to any Loan, which is paid by the borrower, the seller of any property (whether by credit, payment or otherwise), any down payment assistance program or from any 3rd party without the written permission of the Lender.

11.9 **Services to Borrower:** At all times during the term of this Agreement, with respect to each Borrower whose application has been submitted to Lender, Broker has observed and shall observe and fully discharge the duties owed by mortgage brokers to their clients under applicable law. In addition to having assisted Borrower in the completion of his or her loan application, Broker has fully and satisfactorily performed at least five (5) of the services set forth in Exhibit "A" to this Agreement. All services were performed and in accordance with accepted and customary standards in the mortgage lending industry generally, and Broker are not aware of any dispute or claim by any borrower that all such services were not fully and satisfactorily performed.

11.10 **Authority:** That Broker is a (corporation/proprietorship/partnership) duly organized, validly existing and in good standing and is authorized to do business in the State of_____. This Agreement and all actions provided for herein have been duly authorized by Broker's Board of Directors, if Broker is a corporation, or by such individual or individuals empowered and authorized to enter into agreement on behalf of Broker. Broker shall provide Lender with evidence reasonably satisfactory to lender of such authorization. The performance of the Broker's duties under this Agreement to which it may be party or any court order, judgment or decree to which it may be subject.

11.11 **Valid Documents:** To the best of Broker's knowledge and belief all documents submitted by Broker in connection with Loan packages submitted to Lender are in every respect valid and genuine, being that what is on their face is what they purport to be, and all information (credit or otherwise) submitted in connection with such Loan packages is true and accurate;

11.12 **Sale of a Loan:** Broker has no knowledge of any circumstances or conditions with respect to any Loan, mortgaged property, mortgage or mortgagor's credit standing that can be reasonable expected to cause any governmental, quasi-governmental or private institutional investors to regard any Loan as an unacceptable investment, cause any Loan to become delinquent, or adversely affect the value or marketability of any Loan.

12. **Status of Broker:** Nothing in this Agreement shall be construed as the Broker being deemed a joint venture, partner, representative, employee or agent of Lender. Broker shall not hold itself out as such, nor shall it use Lender's name in any advertising. Broker's decision to submit application packages to Lender has been made in consultation with Borrower.

13. **Broker's Indemnification:** Broker shall indemnify and hold Lender and its Affiliates, shareholders, Director, officer, agents, employees, successor, and assigns harmless from and against, and shall reimburse the same with respect to, any and all loss, damage, demands, claims, liability, costs, and expenses, including reasonable attorney's fee, from any cause whatsoever, incurred by reason of or arising out of or in connection with: (i) any breach of any representation or warranty contained in Section 11 above, (ii) Broker's failure to perform any obligation set forth on the Agreement, or (iii) any claim by a Borrower resulting from Lender's failure or refusal to fund a Loan (collectively, a "Loss"). Without limiting the generality of the foregoing, the Broker's indemnity shall extend to all repurchase demands of any third party to which Lender has sold any Loan. Broker's obligation to indemnify Lender under this agreement shall arise upon (I) Lender's notification of Broker that a Loss has occurred or (ii) automatically upon Lender's receipt of a Loan repurchase demand from a secondary market investor which Lender determines in its sole and absolute discretion to be enforceable, even if Lender has not incurred any Loss with respect to such Loan. Section 13 is defined above and is in support of Section 11 described in this agreement. All items defined in this section are in force, if the broker or associates of the broker knowingly violate any and/or all items in Section 11.

14. **Lender's Rights:** Broker's obligation to fully indemnify Lender under this Agreement shall not be affected by Lender's taking any of the following actions with or without notice to Broker: (i) liquidation, repayment, retirement, or sale or resale of any Loan; (ii) foreclosure of any Loan, including without limitation Lender's acquisition of the property securing a Loan by making a full credit bid at such foreclosure sale; or (iii) sale of resale of the property securing the Loan.

15. **Disclosure of Information:** Broker acknowledges and agrees that Lender may report to appropriate state or federal regulatory authorities or law enforcement agencies, instances of Broker making any misstatement in connection with a Loan, or Broker's knowingly aiding a Borrower, or any other party involved in the Loan transaction to do the same. In addition, Broker shall make prompt, timely, full, accurate and truthful disclosures to Lender of all facts, information and documentation which Broker may know, suspect, or have notice of, which could affect or has affected the validity, collectability, collateral value, security, and enforceability of any Loan brokered by Broker for funding, by Lender.

16. **Repurchase Agreement:** In the event of breach of Section 11 including the subparagraphs hereof, and the Loan in Question in closed and funded by Lender, upon written notice Lender, Broker shall have a thirty (30) day opportunity to cure such breach. If the breach is not within the thirty (30) day period, the Broker agrees to repurchase such loan within ten (10) days of written demand from Lender. Therefore, the repurchase amount is set forth in Section 17 hereof. The Broker agrees that any breach of Section 11 may not be adequately compensable in damage alone. Furthermore, Broker agrees that in the event of any breach of Section 11, Lender shall, without limitation, be entitled to seek and obtain equitable relief by way of specific performance or otherwise to enforce Broker's repurchase obligation hereunder.

17. **Repurchase Amount:** A repurchase pursuant to Section 14 hereof shall be priced as follows:
    a. The original principal amount of the Loan, less principal reduction; plus
    b. All interest accrued but unpaid on the principal balance of the Loan from the date of funding by lender through and including the date the repurchase is made; plus.
    c. All costs and expenses incurred by Lender in connection with the origination, processing and funding of the Loan; plus.
    d. All costs and expenses incurred by Lender in enforcing Broker's obligation to repurchase such loan, including, without limitation, reasonable attorney's fees and costs of suit.

18. **Early payoff /First Payment Defaults:** In the case where a loan is paid off within 180 days from the date of funding, or where the borrower on a Loan fails to make any of the first four monthly payments due on a Loan following the Funding Date, and the Loan becomes sixty (60) days or more delinquent, the Broker shall upon demand by MCF, refund to MCF the equivalent amount of the secondary market premium that MCF is required to forfeit back to the secondary market investor. Furthermore, Breaches of warranty with respect to the mortgage loans funded by the Lender, the Broker is required to repurchase the Mortgage Loans from the Lender in accordance this Agreement as specified in Sections 14 and 15 Mortgage loans that are in 1st payment default, early payment default, or already in the process of being foreclosed or are expected to be foreclosed or liquidated within 180 days from the date of funding, the Broker hereby agrees to indemnify and reimburse in full the Lender on demand (i) the Pricing Rebate that was issued for that Mortgage Loan the Broker (ii) the Repurchase Price and (iii) any and all expenses in connection with the foreclosure and subsequent sale of the related Mortgage Property (the "Foreclosure Expenses") to the extent the amounts obtained in the foreclosure proceedings are insufficient to cover the Repurchase price and foreclosure Expenses. It is understood and agreed that the indemnification obligations of the Broker provided under this Agreement.

The Broker agrees to provide the Lender, in immediately available funds to offset any shortfall amounts the Broker owes to the Lender, as described above. If the Broker fails to remit to the Lender the Advance Amount by the Advance Payment Date, the Broker shall immediately pay the Lender the Repurchase Price, any and all foreclosure expenses for the Mortgage Loan.

Notwithstanding the foregoing, the Lender may at its sole discretion at any time without any notice to the Broker deduct from the offset against future funding under the Mortgage Broker Agreement or otherwise any amounts in addition to the Advanced Amount owed by the Broker to the Lender in connection with any purchase transaction between the Broker and the Lender or the Lender may demand payment in full for an outstanding and unpaid amounts to the Broker. All such amounts, including, but not limited to Advance Amount, are and shall at all times be deemed the sole property of the Lender, and the Broker irrevocably and unconditionally waives, and shall not have, any right, claim or interest whatsoever in such amounts, and the Broker irrevocably and unconditionally discharges, releases, indemnifies and holds harmless the Lender as set forth in Section 12.

The Broker hereby irrevocably and unconditionally agrees the lender, or its designee may, in its sole discretion, take any action to sell or liquidate the Mortgage Loans or the related Mortgaged Property, including without limitation a sale or liquidation in the form of a foreclosure, deed-in-lieu of foreclosure, charge-off, short sale, or scratch and dent sale (each, "Liquidation"). And such action shall be final and conclusively binding upon the Broker in determining the amount payable by the Broker to Lender.

It is further understood should Lender or any assignee of the lender undercover breaches of Broker's Warranties expressed in Section 11 and the "Loan Fraud 'Zero Tolerance' Statement", Lender hereby expressly reserves, and does not waive its rights to (i) demand or enforce a repurchase of any mortgage loan, at any time in its sole discretion, including without limitation prior to the completion of Liquidation, or (ii) enforce any other obligations and remedies at any time in its sole discretion

19. **Termination of Agreement:** Either party may terminate this Agreement at any time, upon written notice to the other party; provided, however, that any termination of this Agreement shall not affect: (i) Lender's obligation to fund any Loan which Lender has committed to fund; (ii) Lender's obligation to pay any amounts due Broker under this Agreement: or (iii) the obligations of Broker with respect to Loans already funded by Lender pursuant to this Agreement, including, without limitation, the obligation of Broker to indemnify and hold Lender harmless from and against any Loss pursuant to Section 12 hereof, and to repurchase a Loan from Lender pursuant to Section 14 hereof;

20. **Notice of Certain Matters:** Broker hereby covenants and agrees with Lender that Broker shall promptly give written notice to Lender of:
    a. The occurrence of any breach of a representation or warranty as set forth in Section 11 hereof.
    b. Any litigation or proceeding affecting Broker involving amounts in the case of any such individual litigation, investigation or proceeding in excess of $ 10,000.00 or which, regardless of the amount in controversy, if adversely determined, could have a material adverse effect on the business, operations, property or financial or other condition of Broker of the Broker or the ability of Broker to perform its obligations hereunder.
    c. Receipt by Broker of notice from any agency concerning revocation, suspension of any other adverse action or potential action relating to any of Broker's licenses to conduct its business; and
    d. A material adverse change in the business, operations, property of financial or other condition of Broker.

21. **Miscellaneous:**

21.1 **Governing Law:** This Agreement shall be governed by and construed in accordance with the law of the State of California.

21.2 **Right to Offset:** Amount owed by Broker to Lender under this Agreement may, at Lender's option and in its sole discretion, be offset by Lender against any payments or funds then or thereafter owed by Lender to Broker under this or any other agreement between two parties.

21.3 **Notices:** All notices required hereunder shall be in writing and shall be deemed to have been given, made, and received only (a) upon delivery, if personally delivered to a party; (b) one business day after the date of dispatch, if by facsimile transmission or electronic transmission; (c) one business day after deposit, if delivered by a nationally recognized courier service offering guaranteed overnight delivery; (d) three business days after deposit

in the United States First Class mail, certified mail, postage prepaid, return receipt requested, at the addresses appearing below.

All notices addressed to Lender should be sent to its office at:

Mega Capital Funding, Inc.
26637 Agoura Road, Suite 100
Calabasas, CA 91302

Or another address designated in writing by Lender from time to time.
All notice addressed to Broker should be sent to its office at:

_____

_____

_____

Or another address designated in writing by Broker from time to time.

21.4 **Attorney's Fee:** If any legal action or other proceeding is brought for the enforcement of any provision of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party of parties shall be entitled to reasonable attorney's fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled. In addition, any such suit or proceeding shall be brought in the federal or state courts located in Los Angeles County, California, which courts shall have sole and exclusive in personal, subject matter and other jurisdiction in connection with such suit or proceeding, and venue shall be appropriate for all purposes in such courts.

21.5 **No assignment:** Broker may not assign this Agreement or any of its responsibilities under this Agreement. Lender reserves the right, upon notice, to assign its obligations and responsibilities under this Agreement to any affiliated entity engaged in the business of residential financing.

21.6 **Entire Agreement, Amendment:** This Agreement constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, representations understanding. No supplement, modification, of amendment shall be binding unless executed in writing by both parties hereto.

21.7 **Waivers and Remedies:** Failure or delay to audit any Loan or to exercise any right shall not act as a waiver of any other right, nor shall any single or partial exercise of any right preclude any other or further exercise thereof. No waiver of any of the provisions of the Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waive constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver. All remedies shall be cumulative and nonexclusive.

21.8 **Partial Invalidity:** If any provision of the Agreement is held to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

21.9 **Customer Contact:** Lender may contact any customer or loan applicant after receipt of the loan package from Broker, if Lender considers contact appropriate, including contact for the purposes of selling credit insurance or other products.

21.10 **Further Assurances:** Each party shall perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement. In the event any borrower(s) exercises his, her or their right of rescission, Broker shall promptly pay to Lender or Funding Lender all amounts collected by Broker from Borrower in connection with the Loan, except where such amounts were disbursed by Broker to third party service providers.

21.11 **No Solicitation:** Loans originated by Broker for funding by Lender shall not be solicited by Broker for Loans for a period of 3 months from the date the Loan is funded by Lender. Borrowers requesting a loan from Broker within the 3-Month period must be referred to Lender.

21.12 **Provision of Information:** During the term of this Agreement, and after the submission of a Loan application to Lender, Broker shall furnish Lender, all notices, communications, documents, correspondence and other materials received by Broker from any person whatsoever relating to a Loan within one day following receipt thereof by Broker, pursuant to Section 10.2 above.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Broker Agreement as of the date first set forth above.

Broker:_____

License No: _____

Expiration Date: _____

Address:_____

_____

Phone:_____

Fax: _____

Email:_____

Broker Signature: _

_____
Name

Lender: Mega Capital Funding Corporation

Address: 26637 Agoura Road,
Suite 100
Calabasas, CA 91302

Phone: 818-657-2600

Fax: _____

Email: brobinett@Mcfunding.com

Signature: _____

Name: Brian Robinett

EXHIBIT A

- *Taking information from the applicant and filling out the application. Filling out a prospective borrower's worksheet may substitute for the act of filling out a mortgage loan application if, for reasons of efficiency, the lender prefers to have the actual application filled out in a central location.*

- *Analyzing the applicant's income and debt and prequalifying the borrower to determine the maximum amount the applicant can afford.*

- *Educating the borrower in the home-buying and financing process, advising the borrower about the different types of loan products available, and demonstrating how closing costs and monthly payments would vary under each product.*

- *Collecting financial information (for example, tax returns, bank statements) and other related documents that are part of the application process.*

- *Initiating or ordering verifications of employment (VOEs) and verifications of deposit (VODs)*

- *Initiating or ordering requests for mortgage and other loan verifications.*

- *Initiating or ordering appraisals.*

- *Initiating or ordering inspections or engineering reports.*

- *Providing required legal disclosures (Truth-in-Lending, Good Faith Estimate, others) to the applicant.*

- *Assisting the applicant in understanding and clearing credit problems.*

- *Maintaining regular contact with the applicant, real estate broker or salesperson, and lender, between application and closing to apprise them of the status of the application and to gather any additional information as needed.*

- *Ordering legal documents.*

- *Determining whether the secured property is located in a flood zone or ordering a flood determination.*

- *Participating in the loan closing.*

ADDENDUM TO BROKER AGREEMENT

This Addendum to the Broker Agreement ("Addendum") is entered into on _____, 20[___], by and between Mega Capital Funding Inc., a California Corporation ("Lender"), and _____ ("Broker") with reference to the following as it pertains to Section 18 in the original Broker Agreement, dated as of [insert date] between the Broker and Lender (as amended, the "Agreement"). Initially capitalized terms used but not defined in this Addendum shall have the meaning ascribed to such term in the Agreement.

EARLY PAYMENT DEFAULT: If a Borrower on a Loan fails to make any of the first four monthly payments due on a Loan following the Funding Date, and the Loan becomes thirty (30) days or more delinquent, Broker agrees to repurchase such Loan, should Lender or the then holder of the Loan so request, at a repurchase price payable in cash equal to the following (inclusive of any advances made by the servicer thereof): (i) the then unpaid principal balance of the Loan, (ii) all accrued but unpaid interest on the Loan at its note rate, (iii) any fee or other amount, if any, in excess of par previously paid by Lender to Broker relating to such Loan, and (iv) all expenses, including reasonable legal fees, incurred by Lender or such holder relating to such repurchase, including enforcing Broker's obligation to repurchase (the "Repurchase Price"). The repurchase shall be completed within ten (10) days of Lender's demand to Broker. Upon payment of such Repurchase Price, Lender shall endorse and assign without any recourse or warranty whatsoever, or shall cause the holder thereof to so endorse and assign, the related promissory note and security instrument to Broker.

EARLY PARTIAL BALANCE PAYOFF: In the event that any loan is (i) reduced in principal amount by (1) at least 15% of the Original principal balance within the first 90 days or (2) at 30% or greater of the original principal balance from the 91st day to the 180th day following the loans funding date or closing date whichever is later, then such instance MCFI will provide the Correspondent with written notice of such an event. At that time, the recapture of any premium or other price enhancement that was paid by MCFI or credited to the Borrower's closing costs in connection with the early prepayment, the Correspondent shall promptly deliver to MCFI any credit for the rate paid by MCFI to the borrower or Correspondent. The EPP at that time of billing will be in the notification to the Correspondent. The calculation used in the notification will be a direct percentage of the principal reduction to the original loan amount.

Except as amended hereby by this Addendum, the Agreement shall continue in full force and effect in accordance with its terms. Reference to this Addendum need not be made in the Agreement or any other instrument or document executed in connection therewith, or in any certificate, letter or communication issued or made pursuant to, or with respect to, the Agreement, any reference in any of such items to the Agreement being sufficient to refer to the Agreement as amended by this Addendum. In the event of any conflict between this Addendum and the Agreement, the terms and conditions of this Addendum shall control.

In order to induce Lender to execute and deliver this Addendum, the Broker makes all of the representations and warranties set forth in the Agreement as of the date hereof and further represents to Lender that as of the date hereof, that the Broker is in strict and full compliance with all of the terms and conditions of the Agreement and each and every agreement or document relating thereto to which it is a party and no default or event of default has occurred and is continuing under the Agreement or any other agreement or document between the Broker on the one hand, and Lender on the other hand.

This Agreement shall be interpreted under the laws of the State of California without regard to its rules regarding conflicts of the law.

This Addendum may be executed by each of the parties hereto on any number of separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument. The parties agree that this Addendum, any addendum or amendment hereto or any other document necessary for the consummation of the transactions contemplated by this Addendum may be accepted, executed or agreed to through the use of an electronic signature in accordance with the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. § 7001 et seq, Official Text of the Uniform Electronic Transactions Act as approved by the National Conference of Commissioners on Uniform State Laws at its Annual Conference on July 29, 1999 and any applicable state law. Any document accepted, executed or agreed to in conformity with such laws will be binding on all parties hereto to the same extent as if it were physically executed and each party hereby consents to the use of any secure third party electronic signature capture service with appropriate document access tracking, electronic signature tracking and document retention as may be reasonably chosen by a signatory hereto, including but not limited to DocuSign.

BROKER COMPANY NAME: _____ **NMLS:** _____

BROKER/OWNER/PRINCIPLE: _____ **NMLS:** _____

Print

BROKER/OWNER/PRINCIPLE: _____ **TITLE:** _____

Signature

Mega Capital Funding Corporation

BROKER COMPENSATION POLICY

Provisions of the Federal Truth in Lending Act and Regulation Z, specifically Section 226.36(d), address issues and prescribe rules related to Loan Originators Compensation. Loan Originators are generally loan officers of creditors (creditors are entities that make loans in their own names with their own source of funds), loan brokers (includes table funders) and loan officers employed by brokers. The Loan Originator Compensation rules ("Rule") do not directly apply to creditors.

In the Broker Agreement with our company, you have represented that you will comply with this Rule and with certain policies of this company. These policies may be changed from time to time upon receipt of written notice from our company. Among these policies are:

A. Compensation to Broker or Loan Officer may be based only on the following terms and conditions: long-term performance, hourly rate, a fixed payment for every loan, pull-through rate, quality, legitimate business expenses, or a percentage of the amount of credit extended.

B. Where compensation to Broker or Loan Officer is based on a percentage of the amount of credit extended, that percentage must be fixed. That percentage may be subject to minimum or maximum dollar amounts. However, these maximum and minimum amounts must be fixed.

C. Compensation to Broker or Loan Officer may not be based on a term or condition of the loan such as interest rate, APR, LTV, prepayment penalty, credit score, amount of fees collected, CRA eligibility, PMI, loan profitability, or loan type (such as firsts, seconds, FHA/VA/USDA, purchase or refinance). They also cannot reflect post origination events, such as premium recaptures or indemnity payments.

D. You and your loan officers may receive compensation only from one source. Payment from both our company and from the borrower, seller or other 3rd party is not allowed (whether by payment, credit or otherwise).

E. Records of compensation policies must be retained for a minimum of 2 years.

F. Broker and Loan Officers receive any compensation from the borrower, seller or any other 3rd party; this payment must be reviewed and approved in advance by our company.

G. A Broker/Loan Officer may not **steer** a borrower into a transaction that is not in the borrower's best interest. Loan originators must comply with the **anti-steering** tests found in the Rule (as defined in the Broker Agreement you have signed.).

H. All Broker/Loan Officers must comply in all respect with the Rule.

Received by: _____

Title: _____

Broker Signature: _____

Type Name: _____

MEGA CAPITAL FUNDING, INC.

Loan Originator Compensation and Anti-Steering Rules

Summary

The Federal Reserve Board has published amendments to Section 226.36 of Regulation Z, imposing restrictions on loan originator compensation and restricting steering practices by loan originators. These new rules become effective with **all loan applications submitted to Mega Capital Funding on or after April 5, 2011**. The purpose of the new rule is to protect consumers in the mortgage market from unfair or abusive practices, while preserving responsible lending and sustainable home ownership. The rule impacts all mortgage loan originators, not just the mortgage broker. All individuals that originate closed-end loans secured by consumers dwelling will be held to the new compensation rule.

The new rule prohibits:

- Loan originators may not receive compensation that is based on loan terms or conditions, other than loan amount.
- Loan originators may not receive compensation from the lender or other parties if the loan originator is receiving compensation directly from borrower.
- Loan originators are prohibited from directing or "steering" a borrower to accept a mortgage loan that is not in the borrower's interest to increase the loan originator's compensation.

For more information, please visit the Federal Reserve Board website:
http://www.federalreserve.gov/newsevents/press/bcreg/20100816d.htm

Loan originator will have two options either borrower-paid or lender-paid on each loan transactions.

Borrower-Paid Compensation

- The amount of compensation is negotiated with borrower.
- Brokers can lower compensation, pay for violations or offer credits towards third party costs.
- Borrowers may pay discount points to reduce their interest rate.
- Borrowers may use credits from the interest rate chosen to pay for third party fees, but such credits may not be used to cover any amount of the Borrower-Paid Broker compensation. (Interest rate must be reduced if credit exceeds any third-party fees)
- Broker may **not** change compensation plan from Borrower-Paid to Lender-Paid Compensation.
- Seller credits are considered as borrower's funds.
- Borrower-paid compensation shall be limited to no more than $50,000.

Lender-Paid Compensation

- 100% of the Broker's compensation must be paid by Mega Capital Funding.
- Compensation must match exactly to Broker's compensation plan.
- Brokers may change Compensation plan on periodic basis.
- Borrowers may use credits from the interest rate chosen to pay for third party fees. (Interest rate must be reduced if credit exceeds any third-party fees.)
- Borrowers may pay discount points to reduce the interest rate.
- Broker may not reduce commission to pay for tolerance violations, credit third party fees or offer other concessions.
- Broker may change compensation plan from Lender-Paid to a Borrower-Paid Compensation.
- Seller credits are considered as borrower's funds.
- Lender Paid Compensation shall be limited to no more than $30,000.00.

Anti-Steering and Safe Harbor

The rule also prohibits loan originators from steering borrowers to loans in which they receive greater compensation from the lender unless the loan is in the borrower's interest. The originator must present three options to borrower.

1. The lowest interest rate
2. The lowest origination fees/ discount points
3. The lowest rate with no risky features

Anti-Steering Disclosure form is required with submission.

MCFI Lender-Paid Compensation Plan

- Fee changes to comp plan can only be done after **30days** of the effective date of the previous plan.
- New compensation will go into effect immediately on the effective date requested. Requests to change must be sent to lock@mcfunding.com.
- **Compensation effective date will be based on complete loan package submission date.**

MEGA CAPITAL FUNDING, INC.

LENDER PAID COMPENSATION AGREEMENT

Company Name: _____

I, the authorized signer for and on behalf of the Broker, here by elect the following percentage of loan amount for determining Broker's Lender-Paid Compensation amount in compliance with the Board of Governors of the Federal Reserve System's Regulation Z to the Truth in Lending Act, for all loans where borrower(s) have chosen to have Mega Capital funding, Inc ("Lender") pay the Broker's Compensation.

Please indicate Lender compensation details below:

LENDER COMP % (suggested 2.75% max for QM products)	Minimum Fee:
Flat Fee: (if applicable - Must be no greater than $1500)	Max Fee: (must be no greater than $30,000) $ 30,000.00

I hereby certify that when compensation is paid by Lender, such amount is and will be their sole source of compensation. Broker will not charge of in any way assess borrower(s) any additional fees or charges. Broker will not receive or accept any compensation in any form, at any time, from any party other than the Lender.

Broker's compensation is subject to all applicable federal, state and local laws and regulations.

Authorized Signature (Broker/ Owner): _____ Date: _____

Name _____ Effective Date: _____

Title _____

E-Mail _____

MCFI Confirmation:

Signature _____ Date: _____

Loan Fraud "Zero Tolerance" Statement

All approved **("BROKER")** must be aware that the licensed real estate broker bears the responsibility for all actions of his or her employees or licensees. The broker is responsible for the content and quality of each application taken and each loan submitted to **Mega Capital Funding, INC ("MCFI").**

THE SUBMISSION OF A LOAN APPLICATION CONTAINING FALSE INFORMATION IS ACRIME.

TYPE OF LOANFRAUD:

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

CONSEQUENCES:

The effects of "Loan Fraud" are costly to all parties involved. MCFI stands behind the quality of its loan production. Fraudulent loans cannot be sold into the secondary market and, if sold, will require repurchase by MCFI. Fraudulent loans damage our reputation. The price paid by those who participate in "Loan Fraud" is even more costly. The following is a list of the potential consequences:

Consequences to Broker:

1. Criminal Prosecution.
2. Loss of Real Estate Broker's License.
3. Loss of Lender Access due to exchange of information between Lenders, Mortgage Insurance Companies, including submission of information to investors (FHLMC/FNMA), Police Agencies, Investigative Firms and the Department of Real Estate.
4. Civil Action by MCFI.
5. Civil Action by Applicant/Borrower, or Other Parties to the Transaction.
6. Loss of Approval Status with MCFI.

Consequences to Borrower:

1. Acceleration of debt (FHLMC/FNMA Deed of Trust, revised 9/90), Item #6 states:

   "Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to lender or failed to provide lender with any material information in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the property as principal resident."

   Foreclosure under the Borrower will not have the benefit of reinstatement in order to cure the default; the Borrower must pay off the loan in full prior to the sale date of the property.

2. Criminal Prosecution.
3. Civil Action by MCFI and Broker.
4. Civil Action by Other Parties to Transaction, such as Seller or Real Estate Agent or Broker.
5. Employment Termination.
6. Loss of Professional License, if any.
7. Adverse Effect on Credit History.

I HAVE READ THE FOREGOING STATEMENT AND UNDERSTAND ITS CONTENTS AND MCFI'S POSITION REGARDING "LOANFRAUD".

DATED: _____ _____

"SIGNATURE OF "BROKER OF RECORD"

DATED: _____ _____

"SIGNATURE OF "BROKER OF RECORD"

Form **W-9**
(Rev. November2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See **Specific Instructions** on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other + _____ ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here(optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social securitynumber
___ ___ ___ – ___ ___ – ___ ___ ___ ___

Or

Employer identificationnumber
___ ___ – ___ ___ ___ ___ ___ ___ ___

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here **Signature of U.S. person** + **Date** +

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity, are:

MEGA CAPITAL FUNDING, INC.

26637 Agoura Road, Suite 100, Calabasas, CA 91302

Fax and E-mail Permission

Due to changes in Federal Regulations, Mega Capital Funding, Inc. is required to obtain your written consent to correspond via fax and/or email. Express permission is hereby granted to the agents of **Mega Capital Funding, Inc.** to fax and/or email unsolicited information, Rate Sheets and advertisements pertaining to our business relationship to the following fax machine(s) and email address (es).

Fax Number(s): _____

_____

_____

Email Address(es): _____

_____

_____

Name _____

Broker/Firm _____

DBA _____

Signature: _____ **Date**: _____

Corporate Resolution

_____
Name of Corporation

RESOLVED FIRST, that

_____, the_____, and

_____, the_____, and

_____, the _____

of this_____(state) Corporation , or any one or more of them or their duly elected or appointed successors in office, by and each of them is hereby authorized and empowered in the name of and on behalf of the Corporation and under its Corporate seal, from time to time while this Resolution is in effect, to execute any and all agreements, contracts, assignments, endorsements, and issuance of checks or drafts, reports, mortgage documents and other papers in connection therewith, and furnish any information required or deemed necessary or proper by Mega Capital Funding, Inc. in connection with any of the foregoing.

_____	_____	_____
Officer's Printed Name	Officer's Printed Name	Officer's Printed Name
_____	_____	_____
Signature	Signature	Signature
_____	_____	_____
Title	Title	Title

I hereby certify that the foregoing is a true and correct copy of a Resolution presented to and adopted by the Board of Directors of_____at a meeting called and held at _____on the day of_____ , 20____, and that such Resolution is duly recorded in the Minute Book of this Corporation, that such Officers named in said Resolution have been duly elected or appointed to, and are the present incumbents of, the respective offices set after their respective names.

_____	_____	_____
Corporate Secretary's Printed Name	Corporate Secretary's Signature	Date

[Corporate Seal]

MEGA CAPITAL FUNDING, INC.

26637 Agoura Road, Suite 100, Calabasas, CA 91302

Certification & Authorization

The undersigned hereby certify the following:

1. I/We have applied for a Mortgage Wholesale Broker approval with Mega Capital Funding, Inc. In applying for the approval, I/We completed an application containing information for the purpose of such approval. I/We certify that all of the information contained therein is true, complete and accurate. I/We made no misrepresentation in the application or other documents, nor did I/We omit any material facts or information.

2. I/We Understand and agree that Mega Capital Funding, Inc. reserves the right to verify any, and all, of the information provided in the application by whatever means it deems reasonable.

Authorization to Release Information To:

1. I/We have applied for Wholesale Mortgage Broker approval from Mega Capital Funding, Inc. As part of the approval process, Mega Capital Funding, Inc. may verify information contained in the application and related documents either before or as part of its quality control program.

2. I/We authorize you to provide to Mega Capital Funding, Inc. any and all, information and documentation that they request. Such information includes, but not limited to, credit history and copies of income tax returns.

3. A copy of this Authorization may be accepted as the original.

_____ _____
Company Name Tax Identification Number

_____ _____
Broker's Printed Name Social Security Number

_____ _____
Broker's Home Address Date of Birth or Age

_____ _____
Broker's Signature Date

MEGA CAPITAL FUNDING, INC.

LO ACCOUNT CREATION FORM

If you would like Mega Capital Funding to create login accounts for your Loan Officers, please include their information in the table below.

Broker Company: _____

Name	Phone Number	Email Address	NMLS #

MEGA CAPITAL FUNDING INC.

26637 Agoura Road, Ste 100
Calabasas CA 91302

1.866.823.7777

www.mcfunding.com

I, _____, on behalf of _____, hereby attest that the Company maintains and follows a policy and procedure requiring the screening of all employees involved in the origination of mortgage loans (from application through closing), including owners, management, against the U.S. General Services Administration Excluded Parties List, the HUD Limited Denial of Participation List, and the Federal Housing Finance Agency Suspended Counterparty Program List.

This policy applies to all new hires prior to engagement in mortgage-related activities and to current employees on an ongoing basis as part of the Company's compliance procedures. The Company maintains records showing such screening and will make them available upon request.

I certify that this statement is true and accurate and is provided to demonstrate compliance with FNMA Selling Guide A3-3-01 requirements.

Signature: _____

Name (Print): _____

Title: _____

Company: _____

Date: _____