

GRANITE LOAN SOLUTIONS



STARTUP PACKAGE

Per our company policy, each prospective Investor is required to complete a Non-disclosure Agreement and Application. Below is a brief description of each document.

- **Non-Disclosure/Confidentiality Agreement (NDA/CA):** due to the sensitive nature of the information being shared, Agreement affirms that no information provided by GLS will be shared with any third parties.
- **GLS Application:** this provides Buyer and Servicer information, as well as the buying parameters and criteria to view product based on these factors.

Complete, print and sign all documents in their entirety to ensure a smooth approval process. You may scan the documents to customerservice@granitelosolutions.com or fax back to **949-477-1002**. These documents will remain completely confidential.

I.

CONFIDENTIALITY AGREEMENT

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (the "Agreement"), dated _____, 2011 (the "Effective Date") is by and between Granite Loan Solutions LLC and its affiliates ("Granite"), and _____ (the "Receiving Party") on the terms and conditions set forth herein.

WHEREAS, the Receiving Party is interested in reviewing certain information regarding loans secured by single-family homes (the "Loans") in connection with the Receiving Party's potential purchase thereof from Granite (the "Transaction");

WHEREAS, Granite requires the Receiving Party to execute and deliver this Agreement as a condition to the Receiving Party's review and inspection of the Confidential Information (as defined below); and

WHEREAS FURTHER, Granite and the Receiving Party wish to enter into this Agreement for the protection of each of them, regardless of whether the Transaction is consummated.

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

1. Disclosure of Confidential Information. As a condition to receiving the Confidential Information, the Receiving Party agrees to treat the Confidential Information in accordance with this Agreement. The term "Confidential Information" shall mean any and all information furnished by or on behalf of Granite, its officers, employees, affiliates, agents or other representatives (collectively, the "Information Providers") in connection with the Loans or the Transaction, together with any such information contained in any analyses, compilations, studies or other documents prepared by the Receiving Party or the Receiving Party's officers, employees, affiliates, agents or representatives (including attorneys, accountants, consultants and advisers (the "Permitted Users").

2. Use of Confidential Information.

(a) The Receiving Party shall not use any of the Confidential Information for any purpose other than for evaluating the Transaction, and shall not disclose Confidential Information except to those of its personnel who need to know such information for the sole purpose of evaluating the Transaction and who are informed of the confidential nature of the Confidential Information and agree to be bound by the terms of this Agreement. The Receiving Party shall not, and shall direct its Permitted Users not to, disclose any of the Confidential Information to any other person.

(b) Neither the Receiving Party nor its Permitted Users shall disclose to any person the fact that the Receiving Party has received any of the Confidential Information or that the Receiving Party is evaluating the Transaction without the prior express written consent of Granite.

(c) The Receiving Party shall (i) be responsible for any breach of this Agreement by its Permitted Users and (ii)

take, at its own expense, all reasonable measures, including the institution of appropriate legal proceedings, to restrain its Permitted Users from unauthorized disclosure or use of the Confidential Information.

(d) In the event that the Receiving Party is required by operation of law, rule, regulation or legal process to disclose any Confidential Information, the Receiving Party will notify Granite so that Granite may seek an appropriate protective order.

3. Public Information. Notwithstanding any provision hereof to the contrary, "Confidential Information" shall not include information which (a) is or becomes generally available to the public other than as a result of a disclosure by the Receiving Party or its Permitted Users, (b) was available to the Receiving Party prior to the Effective Date on a non-confidential basis, or (c) becomes available to the Receiving Party from a source other than the Information Providers, provided that the Receiving Party has no knowledge that such source is prohibited from disclosing such information to the Receiving Party by a contractual, legal or fiduciary obligation to any of the Information Providers.

4. Gramm-Leach-Bliley Act.

(a) Notwithstanding the provisions of Section 2(a) above or any other provision of this Agreement, the Receiving Party shall comply with all federal, state and local laws, rules, regulations and ordinances governing or relating to privacy rights in connection with its performance under this Agreement, including, without limitation, the Gramm-Leach-Bliley Act, as amended ("GLB"). The Receiving Party shall implement such physical and other security measures as shall be necessary (i) to ensure the security and confidentiality of the "nonpublic personal information" of the "customers" and "consumers" (as those terms are defined in GLB) of Granite which the Receiving Party may receive as part of the Confidential Information, (ii) to protect against any threats or hazards to the security and integrity of such nonpublic personal information, and (iii) to protect against any unauthorized access or use of such nonpublic personal information. The Receiving Party represents and warrants that it has implemented and will implement appropriate measures to meet the objectives of Section 501(b) of GLB and the applicable regulations promulgated thereunder, as now or hereinafter in effect, and shall upon request provide evidence reasonably satisfactory to Granite to allow Granite to confirm that the Receiving Party has satisfied these obligations. The Receiving Party shall collect, use and disclose such nonpublic personal information only in accordance with the terms of this Agreement and for the purpose of performing its obligations hereunder.

(b) The Receiving Party shall notify Granite immediately following discovery of any suspected breach or compromise of the security, confidentiality or integrity of nonpublic personal information of any current or former customer of Granite ("Affected Persons") by calling Granite's general counsel at (949) 477-5801 and providing follow-up written notification within forty-eight (48) hours by electronic mail or overnight courier with confirmation of receipt to:

Joseph E. McKeever, Esq.
General Counsel
2 Park Plaza, Suite 800
Irvine, CA 92614
jmckeever@graniteinvestment.com

Such written notification shall include a brief summary of the available facts, the status of the Receiving Party's investigation and, if known, the potential number and identities of Affected Persons. The Receiving Party shall not

communicate with any third party, including without limitation the media, vendors, consumers or Affected Persons regarding any security breach without the prior express written consent of Granite and approval by Granite of the content of any such communication.

(d) Survival. Notwithstanding any other provision to the contrary, the Receiving Party's obligations under this section shall survive expiration or termination of this Agreement.

5. Indemnification. The Receiving Party shall indemnify, defend and hold harmless Granite and its officers, employees, affiliates, agents and other representatives (the "Indemnified Parties") from and against all suites, liabilities, losses, damages or expenses of any kind(including attorney's fees and expenses) incurred or suffered by any Indemnified Party arising out of or in connection with this Agreement, including without limitation the unauthorized use or disclosure of the Confidential Information in violation of this Agreement, and any negligent or intentional acts or omissions in the performance of this Agreement by the Receiving Party or any Permitted User. Notwithstanding anything to the contrary herein, the Receiving Party's obligations under this section shall survive the expiration or termination of this Agreement.

6. Destruction of Confidential Information. If Granite and the Receiving Party do not enter into the Transaction within three (3) months after the Effective Date or if Granite provides written notice to the Receiving Party so directing, the Receiving Party shall promptly return to Granite or destroy all written Confidential Information and will not retain any copies, extracts or other reproductions in whole or in part of such written materials.

7. Survival of Provisions. Notwithstanding anything to the contrary herein, the Receiving Party's obligations hereunder, including its obligations under Sections 2, 4, 5 and 6 hereof, shall survive the termination or expiration of this Agreement for any reason.

8. No Warranties. Granite has used and shall use commercially reasonable efforts to ensure that all Confidential Information provided to the Receiving Party hereunder is complete and accurate for purposes of evaluating the Transaction; provided, the Receiving Party acknowledges that (a) neither Granite nor any Information Provider has made or makes any representation or any express or implied warranty as to the accuracy or completeness of the Confidential Information other than as may be expressly set forth in any definitive agreement between the parties relating to the Transaction, and (b) the disclosure of any information by Granite or any Information Provider shall not create or modify any contractual, fiduciary or other relationship or obligation of any kind beyond the terms of this Agreement. If the parties enter into any definitive agreement relating to the Transaction, in the event of a conflict or inconsistency between the terms and conditions of the definitive agreement and those of this Agreement, the terms and conditions of the definitive agreement shall prevail.

9. No Legal Obligation. Except as expressly set forth to the contrary herein, unless and until a definitive agreement between the parties is fully executed and delivered, neither party shall be under any legal obligation of any kind with respect to any Transaction or to continue any discussions in connection with such Transaction by virtue of this Agreement or any written or oral expression by any director, officer, employee, agent, representative or advisor with respect to any such Transaction. Until otherwise expressly agreed in a definitive agreement when, as and if executed, either party may terminate discussions with respect to any Transaction at any time for any reason or no reason in its sole discretion.

10. Miscellaneous.

(a) If any provision of this Agreement as applied to any Party or to any circumstance shall be adjudged by a court to be void and unenforceable, the same shall in no way affect any other provisions in this Agreement, the application of such provision in any other circumstance, or the validity or enforceability of the Agreement as a whole.

(b) All notices permitted or required under this Agreement shall be deemed given upon (i) personal delivery; (ii) by verified facsimile or electronic transmission to the numbers or addresses shown below, upon confirmation of transmission of such facsimile or electronic transmission, (iii) sent by commercial overnight carrier, or (iv) deposit in the United States Mail, certified, postage prepaid, return receipt requested. All notices shall be addressed to the respective parties as follows:

Granite: Granite Loan Solutions LLC
2 Park Plaza, Suite 800
Irvine, CA 92614
Attn: Joseph E. McKeever
Telephone: (949) 477-5800
Facsimile: (949) 477-1002
E-Mail: jmckeever@graniteinvestment.com

Receiving Party:

Attention: _____
Telephone: _____
Facsimile: _____
E-Mail: _____

(c) Signatures to this Agreement may be transmitted by facsimile or in .pdf format and in multiple counterparts, each of which shall be deemed an original Agreement and shall be fully enforceable as an original, and all of which shall constitute a single Agreement to be effective as of the Effective Date.

(d) Should suit be brought to enforce or interpret any part of this Agreement or respecting any matter arising out of this Agreement, the prevailing party shall be entitled to recover, as an element of costs of suit and not as damages, reasonable attorneys' fees, to be fixed by the court. For purposes hereof, the "prevailing party" shall be the party entitled to recover his costs of suit, regardless of whether such suit proceeds to final judgment. A party not entitled to recover his costs shall not be entitled to recover attorneys' fees. No sum for attorneys' fees shall be counted in calculating the amount of a judgment for the purposes of determining if a party is entitled to recover costs or attorneys' fees.

(e) The Receiving Party acknowledges and agrees that money damages would not be a sufficient remedy for any breach or threatened breach of this Agreement and that Granite shall be entitled, in addition to any other remedies it may have at law or in equity, without any bond or other security required, to seek specific performance

or injunctive relief as remedies for any such breach or threatened breach without proof of actual damages.

(e) This Agreement shall not be construed against the party preparing it, but shall be construed as if all parties prepared this Agreement and in accordance with the laws of the State of California, without giving effect to its conflicts of laws principles or rules.

(f) This Agreement contains all of the agreements of the parties hereto with respect to the matters contained herein, and all prior or contemporaneous agreements or understandings, oral or written, pertaining to any such matters are merged herein and shall not be effective for any purpose. No provision of this Agreement may be amended or added to, except by an agreement in writing signed by the parties hereto or their respective successors in interest and expressly stating that it is an amendment of this Agreement.

(g) This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, representatives and assigns.

(h) The terms of this Agreement shall control over any additional purported confidentiality requirements imposed by a web-based database or similar repository of Confidential Information to which the receiving party or its Permitted Users are granted access in connection with this Agreement or any Transaction, notwithstanding submission of an electronic signature, "clicking" on an "I Agree" icon or other indication of assent to such additional confidentiality conditions, it being understood and agreed that each party's and its Permitted Users' confidentiality obligations with respect to the Confidential

Information are exclusively governed by this Agreement and may not be enlarged except by an agreement executed by the Parties in traditional written format.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date set forth herein.
GRANITE LOAN SOLUTIONS LLC RECEIVING PARTY:

By: Granite Investment Group _____
Its Manager

By: _____ By: _____

Printed Name: _____ Printed Name: _____

Title: _____ Title: _____



MORTGAGE LOAN BUYER APPLICATION

MORTGAGE LOAN BUYER APPLICATION

1/3

COMPANY INFORMATION

Company Name:

DBA(s):

Physical Address:

Do Not Use a PO Box

City:

State:

Zip Code:

State Incorporate:

Year Incorporated:

Employer Identification Number / Social Security Number:

Owner(s) Name:

Title:

Owner(s) Name:

Title:

Owner(s) Name:

Title:

Office Phone:

Mobile Phone:

Fax Number:

Email Address:

Website:

CORPORATE STRUCTURE

- Corporation
- Limited Liability
- Partnership
- Sole Proprietor

SERVICER INFORMATION

Name:

Address:

City:

State:

Zip Code:

Toll Free Number:

Hours of Operation:

Email:

Website:

MORTGAGE LOAN BUYER APPLICATION

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INVESTMENT INFORMATION

Are you a:

Principal Buyer Broker Other

Are you interested in:

Bulk Purchases One-Off Both

Do you purchase:

Non-Performing Performing Re-performing HAMP

Do you purchase:

Single Family Condos Condotel Manufactured/Mobile
 Townhomes Row Homes Multifamily Vacant Land/Lots

Do you hold for:

Cash Flow Take Possession (REO) Both

Are you a principal seller of mortgage loans?

Yes No

Average value of loans:

Under \$100K \$100K-\$300K \$301-750K \$750K +

Current capital available to deploy:

Under \$250K \$250K-500K \$500K-1MM \$1MM +

States you are interested in:

AK AL AR AZ CA CO CT DC DE FL GA HI IA ID IL IN
 KS KY LA MT MA MD ME MI MN MO MS NC ND NE NH NJ
 NM NV NY OH OK OR PA RI SC SD TN TX UT VA VT WA
 WI WV WY NATIONWIDE (Select All)

What is your typical yield?

Typical yield-to-value?

Special Instructions:

MORTGAGE LOAN BUYER APPLICATION

3/3

COMPANY INFORMATION

Has any domestic or foreign court ever found you or the company in violation of any financial service related statute(s) or regulation(s)? Yes No

Has any US State or Federal regulatory agency or foreign financial regulatory authority suspended, revoked, denied, restricted or disciplined you or any of the Legal Owners licenses ability to engage in any aspect of the financial industry? Yes No

Are you or anyone employed now the subject of any regulatory proceeding described above to the best of your knowledge? Yes No Any Legal Owners? Yes No

Have you ever been convicted of or pled guilty or nolo contendere ("no contest") in a domestic, foreign, or military court to committing or conspiring to commit a misdemeanor involving: (i) financial services or a financial services-related business, (ii) fraud, (iii) false statements or omissions, (iv) theft or wrongful taking of property, (v) bribery, (vi) perjury, (vii) forgery, (viii) counterfeiting, or (ix) extortion? Yes No

Has the company or any of the Legal Owner(s) or Officer(s) ever been convicted of or pled guilty or no contest to a felony? Yes No

Has the company or any of the Legal Owner(s) or Officer(s) ever been convicted of or pled guilty or no contest to a misdemeanor involving fraud, deceit or misrepresentation? Yes No

If you answered YES to any questions above, please explain:

SIGNATURE

I hereby declare under the penalty of perjury under the laws of the State of California that all the information provided herein is true to best of my knowledge and I am authorized to sign on behalf of the company I am representing as a duly appointed Officer or authorized representative.

I hereby authorize Granite Loan Solutions LLC to perform a thorough background check and license verification through one or more outside services, as needed, to complete the Mortgage Loan Buying Application. I understand this information will be kept in strict confidence, will only be made available to personnel of Granite Loan Solutions LLC and its affiliates, and will not be sold or transferred to any other parties.

Signature

Print Name:

Title:

Date:

You may scan the documents to customerservice@graniteloopsolutions.com or fax back to 949-477-1002



A blue-toned photograph showing a row of houses in a residential area. The houses have dark roofs and light-colored exteriors. The image is slightly blurred, giving it a soft, dreamlike quality.

Granite Loan Solutions LLC
2 Park Plaza, Suite 800, Irvine, CA 92614

Office 949-477-5804
Fax 949-477-1002