**Lend Home Loans Loan Originator Employment Agreement**

This Loan Originator Employment Agreement (“Agreement”) is entered into at Salt Lake City, Utah by and between Lend Home Loans Inc., a Utah corporation (“Company”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Loan Originator”). Company and Loan Originator are also referred to herein individually as “a Party” and collectively as “the Parties.”

**RECITALS**

A. Company is engaged in the business of origination residential mortgage loans (also referred to herein as consumer credit transaction secured by dwellings) for its borrowers under the authority of a license issued pursuant to the Utah Residential Mortgage Lending Act and/or under the authority of a license issued by the state in which Loan Originator is situated. Company is also an FHA approved mortgagee.

B. Company desires to employ Loan Originator for the purpose of originating residential mortgage loans for Company’s borrowers including, without limitation, the origination of FHA insured mortgage loans.

C. Loan Originator represents that he/she is duly qualified and licensed to preform the mortgage loan origination activities described herein, and that he/she desires to act as Company’s employee, on an at-will basis, for the purpose of originating residential mortgage loans for Company’s borrowers pursuant to the terms and conditions set forth in the Agreement, or which may be in effect from time to time during Loan Originator’s employment with Company.

In consideration of the covenant and conditions set forth herein, Company and Loan Originator agree as follows:

**Section 1. NATURE OF EMPLOYMENT**

1.01 At-will-Employment. Loan Originator’s employment with Company is “at-will.” Among other things, this means that Loan Originator and Company each have the right to terminate Loan Originator’s employment at any time, with or without advance notice, and with or without cause. All Company employees, including Loan Originator, may be demoted or disciplined and the terms of their employment may be altered at any time, with or without cause, at the sole discretion of Company. Any positive comments or evaluations by Company as to Loan Originator’s performance, whether oral or written, shall in no way contradict the Parties” intent that this Agreement, and Loan Originator’s employment, are terminable at-will employment with Company. No one other than the CEO of Company has the authority to alter this arrangement, to enter into an agreement for a specified period of time, or to make any agreement contrary to Company’s policy of at-will employment. Any such agreement must be in writing, must be signed by the CRO and by the affected employee, and must express a clear and unambiguous intent to alter the at-will nature of the employment relationship.

1.02 Overtime. Loan Originator is classified as one of the following:

\_\_\_\_\_\_\_\_\_ a)

A non-exempt W-2 part-time employee who is limited to four hours per day and no more than twenty hours per week, no overtime applies under this circumstance.

\_\_\_\_\_\_\_\_\_ b)

A non-exempt W-2 full-time employee who is entitled to overtime pay, however, Loan Originator shall not work any overtime hours, including any fraction thereof, without the express, prior written approval of an authorized officer or manager of Company, which approval shall be given in such form as the Company may require from time to time. The working of any unauthorized overtime shall be grounds for immediate discipline, up to and including termination. Earned overtime shall be paid at the rate of one and one half times (1/1/2 times) Loan Originator’s hourly -wage for all hours worked in excess of eight (8) hours up to and including twelve (12) hours in any workday, and for the first eight (8) hours worked on the seventh (7th) consecutive day of work in a work week. Overtime shall be paid at the rate of twice Loan Originator’s hourly wage for all hours worked in excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours on the seventh (7th) consecutive day in a workweek.

**Section 2. DUTIES AND OBLIGATIONS OF LOAN ORIGINATOR**

2.01 Duties. Loan Originator shall originate residential mortgage loans of behalf of Company’s borrowers and perform such related duties as are customary in the residential mortgage broker/banking business or as may be required by Company from time to time. Loan Originator agrees that he/she use his/her best efforts to originate such loans in accordance with the policies, procedures and specifications of Company.

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Loan Originator shall remain under the direct supervision and control of Company at all times during his/her employment. In addition, Loan Originator acknowledges that Company is bound contractually by the terms and conditions of carious agreement in effect between Company and its investors. Accordingly, Loan Originator agrees to assume responsibility for accomplishing the following services in compliance with the terms and conditions of said agreements and in compliance with Company’s policies and procedures. Said services include, without limitation, the following:

a. prospecting for potential Company borrowers;

b. obtaining all necessary information from a prospective borrower to complete the loan application in the form typically required by investors/lenders and pursuant to Company’s policies and procedures;

c. distributing to prospective borrowers written and oral factual information regarding loan terms, conditions and qualification requirements pursuant to Company’s policies and procedures;

d. arranging for the appraisal of the subject real property in compliance with Fannie Mac’s Appraiser Independence Requirements and/or in compliance with any other stature, regulation, rule or requirement then in effect regarding the appraisal of residential real property in connection with a consumer credit transaction;

e. mailing, delivering or arranging documents

f. arranging appointments with necessary third party settlement service providers;

g. preparing and completing final documents;

h. making all necessary arrangements to ensure that all loan documents are signed by the borrower;

i. collecting all necessary documentation to ensure that the loan is funded, recorded, purchased by an investor, and any required post-closing conditions;

j. performing such other functions as may be required by Company from time to time in an efficient and timely manner;

2.02 Licensed/MLO Endorsement. Loan Originator warrants at all times during the terms of his/her employment to hold, in good standing, a mortgage loan originator endorsement, or such other state license or endorsement as may be required for Loan Originator to be permitted legally to originate residential mortgage loans on behalf of Company, Loan Originator agrees to maintain any such required license and/or endorsement is good standing, at his/her own expense. Loan Originator’s failure to maintain such license and/or endorsement is good standing while employed by Company, or his/her failure to immediately advise Company of a change in his/her licensed or endorsed status, shall be cause for termination of Loan Originator’s employment.

2.03 Compliance with Law. Loan Originator shall remain apprised of and comply with all federal, state and local laws, regulations, ordinances, rules, policies and procedures to which Company and/or Loan Originator is subject as a result of engaging in residential mortgage loan activity, including without limitation, applicable provisions of the U.S. Department of Housing Development (“HUD”), the Utah Financial Code, including, without limitation, the Utah Residential Mortgage Lending Act, the Nationwide Mortgage Licensing System and Registry (“NLMS”), the applicable licensing law of the state in which Loan Originator is performing services under this Agreement, the Real Estate Settlement Procedures Act (“RESPA”) and Regulation X, the Truth in Lending Act (“TIL”) an Regulation Z, the Equal Credit Opportunity Act (“ECOA”) and Regulation B, the Home Mortgage Disclosure Act (“HUMA”) and Regulation C, the Fair Housing Act, and the guidelines of Fannie Mae, Freddie Mac and other investors. Without limiting the foregoing, Loan Originator expressly agrees to read, understand and abide by the terms of Utah and National Codes.

2.04 Exclusivity. During his/her normal duty hours, Loan originator may conduct only the business of the Company. Loan Originator shall not engage in or provide similar or related services for other persons, firms, companies, or corporations, or engage in any other business activity that would interfere with the performance if Loan originator’s duties, without the prior consent of Company. Under no circumstances may Loan Originator accept any employment, including self-employment, in the mortgage lending or real estate fields while employed by Company. Any such employment while employed by Company shall be grounds for discipline up to, and including immediate termination.

2.05 Location. Loan Originator shall be assigned to work out of such office as Company may designate from time to time.

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2.06 Reviews. Loan Originator shall be subject to ongoing reviews by Company of his/her performance and of the work he/she performs.

2.07 Forms, Contacts, and Disclosures. Loan Originator agrees to utilize all forms, contracts, and disclosures supplied by Company which Company determines, in its sole discretion, are necessary for the lawful provision of the services to be preformed by Loan Originator pursuant to this Agreement. Loan Originator further agrees to provide such services in accordance with any manual(s) or other training materials provided by Company, as may be modified from time to time in Company’s sole discretion, and in accordance with any Company advertising or promotional material then in effect.

2.08 Mark-ups. Loan Originator acknowledges and agrees that he/she will not add, or cause to be added, a surcharge or mark-up to the cost of any third party settlement services when performing services under this Agreement.

2.09 Company’s Name. All loans, and all activities performed by Loan Originator under this Agreement shall be completed in the name of Company.

2.10 Complaints. Loan Originator shall provide Company with written notice immediately upon receipt of any complaint. Legal or regulatory notice, lawsuit, investigation, official inquiry, or other proceeding or matter involving Company, its personnel, mortgage loans, loan applicants or borrowers.

2.11 Payments. Loan Originator shall ensure that all loan fees, commissions, reimbursements and/or other income in connection with a mortgage loan origination by Loan originated by Loan Originator are made payable to Company.

2.12 Third Party Fees. Loan Originator agrees to review the Estimated Closing Statement prior to the close of escrow on all loans he/she arranges to confirm that payment of all third party fees including without limitation, payment for any appraisal performed in connection with the loan, will be made thought escrow. Any such fees which are not paid thought escrow shall be the sole responsibility of Loan Originator.

2.13 Higher-Priced Mortgage Loans. Loan Originator shall not originate a Higher-Priced Mortgage Loan, as that term is defined in the Truth in Lending Act.

2.14 High-Rate Mortgage Loan. Loan Originator shall not originate a High-Rate Mortgage Loan, as that term is defined in in the Truth in Lending Act.

2.15 Covered Loans. Loan Originator shall not originate a Consumer Loan in the state of Utah, as that term is defined in the Utah Financial Code.

2.16 Anti-Steering Provisions. Loan Originator shall comply with Company’s anti-steering procedures, as implemented pursuant to the terms of Reg. Z and as may be in effect from time to time.

2.17 Prohibited Acts. Loan Originator agrees that he/she will not engage in or perform any of the following acts or conduct, the violation of any one of which shall be grounds for disciplinary action, up to and including immediate termination:

a. requiring a borrower to purchase any other thing in connection with the origination of mortgage loan;

b. failing to cooperate fully with Company or any federal or state regulator, in connection with any investigation or audit;

c. when originating a mortgage loan, failing to take into consideration the borrower’s ability to repay the loan;

d. in connection with an FHA-insured loan, agreeing to pay, or arranging to pay, any compensation in connection with the origination of mortgage loan which is in violation of Section 2-13(B) of HUD Handbook 4060.1 REV.1 REV-2.

**Section 3. REPRESENTATIONS**

3.01 Representations. Loan Originator represents and warrants that:

a. he/she is duly licensed as a mortgage loan originator, and that he/she will maintain that license, in good standing, at all times during his/her employment with company;

b. he/she has not been suspended, debarred, placed under a limited denial of participation, or otherwise restricted by any federal or state agency;

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c. he/she is not under indictment for, or has been convicted of, an offense that reflects adversely upon his/her integrity, competence or fitness to meet his/her responsibilities under this Agreement;

d. he/she will not engage in business practices that do not conform to generally accepted practices of prudent mortgagees or that demonstrate irresponsibility;

e. he/she is not under investigation for any HUD-related violation;

f. the services to be performed under this agreement shall be performed in a professional and timely manner in accordance with industry standards.

g. he/she shall use his/her best efforts to determine the accuracy of information or documentation submitted to Company with respect to any loan originated by Loan Originator. Loan Originator shall not knowingly participate in any fraud in an attempt to increase the likelihood of obtaining funding of any loan. Loan Originator shall bit knowingly submit to Company or any lending any fraudulent information or documentation. Without limiting the foregoing, Loan Originator agrees that he/she shall comply with Company’s Zero Tolerance Fraud Policy, a copy of which is attached hereto as Exhibit “B” and incorporated herein by reference, at all time during his/her employment.

3.02 Authority. Loan Originator represents and warrants that he/she shall have no authority to bind Company to any promise or representation unless specifically authorized by Company.

**Section 4. COMPENSATION**

4.01 Base Salary. Company shall pay Loan Originator an hourly rate of seven twenty five for every hour ($7.25) for every hour, or an increased wage thereof, worked by Loan Originator on behalf of Company (“Base Salary”). Overtime wages shall be included in Loan Originator’s Base Salary.

4.02 Commissions. In connection with every creditor-paid consumer credit transaction secured by a dwelling arranged and/or originated by Loan Originator during the term of his/her employment with Company, Loan Originator shall be paid a pre-determined fixed rate of compensation, expressed as a percentage of the principal amount funded, subject to Company’s right to establish a maximum or minimum amount of compensation in connection with each loan. Until modified by Company, this pre-determined fixed rate of compensation shall be applied to every creditor-paid consumer credit transaction secured by a dwelling, regardless of loan type or creditor, originated by Loan Originator. Loan Originator’s rate of compensation in effect on the date the initial loan application is received from the borrower shall determine the compensation Loan Originator will earn for that loan, not the compensation level in effect on the date the loan closes. Loan Originator acknowledges and agrees that his/her predetermined fixed rate of compensation in connection with each creditor-paid consume credit transaction may not be increased, nor decreased, in connection with any particular transaction. Loan Originator further acknowledges and agrees that he/she may not offer to pay any non-recurring closing costs on behalf of a borrower out of his/her compensation, as doing so will constitute an impermissible decrease in his/her compensation. Loan Originator’s initial fixed rate of compensation is set forth at Exhibit A hereto. Exhibit A may be amended by Company from time to time, in its sole discretion, but in no event more regularly than once per calendar quarterly. Commissions payable in accordance with the provision of Exhibit A hereto, and this Agreement, shall be paid to Loan Originator through Company’s regular pay role. Loan Originator’s intentional violation of Company’s compensation policies shall be caused for discipline, up to and including immediate termination of Loan Originator’s employment.

4.03 Discretionary Quarterly Bonuses. In addition to Loan Originator’s compensation earned pursuant to sections 4.01 4.02 and Exhibit A hereto, Company may pay Loan Originator a quarterly bonus. In determining whether to pay Loan Originator a quarterly bonus, Company shall consider a number of factors including, without limitation, the total number of loans originated by Loan Originator that quarter, the total loan volume originated by Loan Originator that quarter, and the quality of Loan Originator’s loan production. Further information regarding the criteria used by Company in determining whether to pay Loan Originator a discretionary bonus, including information regarding Company’s Employee Expense Account, may be provided to Loan Originator by Company from time to time.

4.04 Quarterly Modification of Compensation Schedule. The per loan compensation to be paid to Loan Originator may be adjusted up or down by Company, in its sole discretion. Company intent to evaluate, and possible amend, Loan Originator per loan compensation no more regularly than once per calendar quarter. Any change in Loan Originator’s compensation shall be applied only to loan applications received after the effective date of the change, received means funded.

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**Section 5. COMPANY EMPLOYMENT POLICIES**

5.01 Schedule. Loan Originator acknowledges that he/she is employed by Company on a full-time or part-time basis, and that his/her work schedule will be set by Company to meet the needs of its business and customers. Loan Originator shall be entitled to a one-half hour meal period after five consecutive hours of work, and to all other rest periods provided under Utah and individual state laws.

5.02 Tardiness. Loan Originator acknowledges the importance of commencing each workday promptly at his/her start time. Tardiness will be noted by Company; excessive tardiness shall be grounds for disciplinary action, up to and including termination.

5.03 Introduction Period. Loan Originator is subject to a probationary period commencing on the date that Loan Originator was hired by Company and continuing hereafter for a period of ninety (90) days. Upon the successful conclusion of such period, Loan Originator shall be considered a regular, full-time employee of Company.

5.04 Pay on Termination. Prepared Upon termination of Loan Originator’s employment with Company, all earned but unpaid, Based Salary, shall be paid to Loan Originator pursuant to applicable state law and must comply with Company Employee Handbook.

5.05 Return of Materials. All records, files, and documents relating to Company’s business which Loan Originator prepared, used, and/or came into contact with during the course of his/her employment, shall be and remain Company’s sole property, and shall not be removed form Company’s premises without the Company’s prior written consent. Loan Originator agrees that upon cessation of his/her employment with Company, Loan Originator will return to Company all keys, devices, records, reports, proposals, borrower information, lists, correspondence, computer equipment, software, documents, photographs, notes, memoranda, specifications, writings, and any other material containing or disclosing any Confidential Information, and defined at section 8.01.

5.06 Benefits. Regular Full Time Loan Originators, who have completed Company qualifications as outlined in Employee Handbook.

**Section 6. ADVERTISING AND TELEMARKETING**

6.01 Advertising. Loan Originator shall not publish, or cause to be published, any advertisement in any medium related to the services contemplated under this Agreement without the prior, written consent of CEO or VP Production. Any advertising which is thereafter published shall not be misleading, and all such advertisements must emphasize the name of Company and not the government.

6.02 Telemarketing. Loan Originator shall not engage in any telemarketing related to services contemplated under this Agreement without prior, written consent of CEO of VP Production.

**Section 7. SAFEGUARDING CUSTOMER INFORMATION**

Loan Originator will learn of, and come into possession of, non-public personal information (“Customer Information”) about borrowers of prospective borrowers during the term of this Agreement. Loan Originator agrees to take all reasonable measures to ensure the security and confidentiality of Customer Information, to protect against any anticipated threats or hazards to the security of such information and to protect against the unauthorized access to or use of Customer Information, including that which could result in substantial harm or inconvenience to Customer Information only the limited purpose(s) for which it is disclosed, and for no other purpose. Loan Originator further agrees to comply with all federal and state laws governing the disclosure of Customer Information. “Customer Information,” as used herein, means any record containing non-public personal information pertaining to a borrower or prospective borrower, regardless of the form in which it is handled or maintained, and includes, without limitation, bank and credit card account numbers, income and credit information and social security numbers.

**Section 8. UNFAIR COMPETITION AND CONFIDENTIAL INFORMATION**

8.01 Confidential Information. Loan Originator acknowledges that Company own proprietary Confidential Information which constitutes a valuable, special and unique asset of Company. This Confidential Information has been complied and developed by Company, and its affiliate businesses, over time at considerable expense and effort, has not been divulged to third parties, and is not known to Company’s competitors, who could have obtained economic value from such information had it been known. As used herein, the term “Confidential Information” includes all information and materials belonging to, used by, or in the possession of Company and its affiliated businesses relating to their products, products, processes, services, technologies, inventions, patents, ideas, contracts, forms, forms, records, data, financial information, business strategies, pricing, marketing plans, customer lists,

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and trade secrets of every kind and character but shall not include (a) information that was already within the public domain at the time the information was acquired by Loan Originator, or (b) information that subsequently becomes public through no act or omission of Loan Originator. Loan Originator agrees that all Confidential Information is and shall continue to be exclusive property Company, whether or not prepared in whole or in part by Loan Originator and whether or not disclosed to or entrusted to Loan Originator custody. Except as Company may otherwise consent to in writing, Loan Originator will not, directly or indirectly, use, other than for the benefit of Company, publish, or otherwise disclose, either in writing, orally or in electronic form, at any time to any one, any of Company’s Confidential Information, whether or not conceived, originated, discovered, or developed in whole or in part by Loan Originator. Loan Originator’s obligation to preserve the secrecy of Confidential Information shall survive the termination of Loan Originator’s employment, Loan Originator agrees to return to Company all files, papers, and materials of any and every kind, regardless of form, which contain or relate to Confidential Information.

8.02 Non-Disclosure. Loan Originator acknowledges and agrees that this Agreement, and its terms and provision, are proprietary in nature and therefore constitutes Confidential Information.

8.03 Non-Solicitation. Loan Originator agrees that for a period of tow (2) years after termination of Loan Originator’s employment with Company, he/she shall not solicit Company’s prospective or existing clients or customers, not will he/she solicit any client or customer with existing contractual obligations to Company, including employees.

8.04 Prior Agreements. Loan Originator represents and covenants that he/she is not bound by any non-competition or non-solicitation or other agreement of any kind in effect with a prior employer, or anyone else, which would preclude, limit or in any manner restrict the performance of his/her duties under this Agreement or on behalf of Company. Without limiting the foregoing, Loan Originator expressly acknowledges and agrees that the performance of his/her duties under this Agreement will not violate the terms and conditions of any agreement with respect to the use, or misappropriation, of proprietary information or trade secrets. Loan Originator hereby represents, warrants and covenants that Loan Originator will not, during the period of his/her employment with Company, make any improper use or disclosure of information to which any third party has a rightful claim of ownership or that is subject to an ongoing obligation of confidentiality to any third party, particularly any prior employers of Loan Originator. Loan Originator further represents, warrants and covenants that Loan Originator will not bring into the premises of Company’s office or share with any other employee or agent of Company any manuals, procedures, data, documents or other such information acquired in connection with Loan Originator’s previous employment, unless he/she has written permission from such previous employer to do so.

**Section 9. DISPUTES**

It is the intent of the Company and the Loan Originator that any and every dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, and/or every dispute, claim or controversy arising out of or relating to Loan Originator’s employment with Company including, without limitation, the termination of that employment, be resolved by binding arbitration. This includes, but is not limited to the determination of the scope or applicability of this agreement to arbitrate. Arbitration shall be conducted in Salt Lake City, Utah before a sole arbitrator, in accordance with the laws of the State of Utah for agreements made in and to be performed in Utah. The arbitration shall be administered by Utah arbitration firm that is selected by the Company. Judgment on the Award may be entered in any court having jurisdiction.

Loan Originator may require that Company pay the cost associated with the initiation and maintenance of the arbitration to the extent such cost: 1) are in excess of the costs of bringing and maintaining an equivalent court action; and, 2) to the extent such costs exceed Loan Originator ability to pay.

The provisions of this Section 9 may be enforced by enforced by any court having jurisdiction.

NOTICE: By signing in the space below you are agreeing to have all disputes, claims or controversies by and between you and Company, including all disputes, claims or controversies arising out of or relating to this Agreement, and/or arising out of or relating to your employment with Company, including, without limitation, the termination of that employment, decided by neutral binding arbitration, and you are giving up any rights you might possess to have those matters litigated in a court or jury trial. By signing in the space below you are giving you your judicial rights to discovery and appeal except to the extent that they are specifically provided for under this Agreement. If you refuse to submit to arbitration after agreeing to this provision, you may be compelled to arbitrate under federal or state law. You agreement to this arbitration provision is voluntary.

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I have read and understand the foregoing and agree to the submission of all disputes, claims or controversies described above to neutral binding arbitration in accordance with this Agreement.

Signature and Date  
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**Section 10. NON-DISCRIMINATION POLICY**

10.01 Non-Discrimination Policy. It is the policy of Company to recruit, hire, train and promote employees without discriminating on the basis of race, national origin, religion, age, gender, sexual orientation, disability or veteran status. Company will not tolerate any language or behavior which is discriminatory in intent or effect. If Loan Originator believes that he/she has been subjected to any discriminatory treatment on one of the foregoing basis, he/she is strongly encouraged to discuss said treatment immediately with an appropriate manager or owner of Company. Thereafter, Company will investigate the matter promptly and thoroughly and take appropriate action against the offending employee, up to and including termination.

10.02 Sexual Harassment Policy. It is the policy of the Company that every employee is entitled to work in an environment free from sexual harassment. Company will not tolerate any language or behavior constituting, or which could be construed as constituting, sexual harassment, he/she is strongly encouraged to discuss said treatment immediately with a Company manager or owner of his/her choosing. Every claim of sexual harassment will be taken seriously and handled with discretion by Company management. Company will investigate all claims of sexual harassment promptly and thoroughly and take appropriate disciplinary action against the offending employee, up to and including termination.

**Section 11. MISCELLANEOUS**

11.01 Integration. This Agreement supersedes any and all other agreements, either oral or in writing, between Company and Loan Originator with respect to Loan Originator’s performance of the service(s) contemplated hereunder, and contains all the covenants ad agreements between the Parties with respect to such services in any manner whatsoever. Each Party to this Agreement acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any other party which is not embodied herein, and that no other agreement, statement or promise not contained in this Agreement or the Company Handbook shall be valid or binding.

11.02 Assignment. This Agreement may not be assigned by a Loan Originator, but shall inure to the benefit of and be binding upon the successors and assigns of Company.

11.03 Receipt of Agreement. Each of the Parties acknowledges that he/she/it has read this Agreement and Company Handbook in its entirety and hereby acknowledges receipt of fully-executed copy thereof.

11.04 Governing Law. This Agreement shall be governed by and construed under the laws of the state of Utah, without regard to its conflicts of laws principles.

11.05 Captions and Section Headings. Captions and section headings used herein are for convenience only and are not part of this Agreement and shall not be used in construing it.

11.06 Amendments and Waiver. This Agreement may be amended form time to time only by mutual agreement in writing signed by both Company and Loan Originator. A waiver of any of the terms and conditions hereof shall not be construed as a waiver of any other provision, nor shall any waiver constitute a continuing waiver or commit a party to providing a waiver in the future.

11.07 Survival. The covenants, agreements, representations and warranties made herein shall survive the termination of this Agreement, unless the context provides otherwise.

11.08 Severability. If a court or arbitrator of competent jurisdiction finds any provision in this Agreement to be invalid, illegal, or otherwise unenforceable, that determination will not affect any other provision of this Agreement. The invalid provision will be severed from this Agreement and all remaining provision will continue to be enforceable by their terms and of full force and effect.

11.09 Interpretation. Any ambiguities in this Agreement will not strictly construed against the drafter of the language concerned but will be resolved by applying the most reasonable interpretation under the circumstances giving full consideration to the intentions of the Parties at the time of contracting. This Agreement will not be construed against any Party by reason of its interpretation.

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11.10 Third Party Beneficiary. This Agreement has been made by, and is made solely for the benefit of Company and Loan  
Originator and Company successors and assigns, nothing is this Agreement is intended to confer any rights or remedies under or because of this Agreement on any persons or entities other than the Parties and Company’s successors and assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third person or entities to any party.

11.11 Regulatory Compliance. Company and Loan Originator recognize the importance of full compliance at all time with all state and federal laws, rules and regulations governing mortgage loan origination. Accordingly, notwithstanding anything to the contrary contained elsewhere herein, the Parties recognize and agree that Company retain the right to amend this Agreement as necessary, in its reasonable discretion, to ensure full compliance with all state and federal laws, rules and regulations.

11.12 Signatures. This undersigned persons represent that they are authorized and have the legal capacity to enter into this Agreement.

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| Name (Non-Cursive) |  | Loan Officer Initial | |  |

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| Loan Officer Signature |  | Date |  |  |

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|  |  |  |  |
| LHL PLM Signature |  | Date |  |