



Euro International Mortgage

Licensed Mortgage Lender

TPO/BROKER ORIGINATION APPROVAL

Thank you for your interest in Euro International Mortgage.

To be considered to become a Euro Broker or approved with us to submit loans under our TPO/Broker Program, you and your company must, at a minimum:

- Have at least 1 successful year in business and currently licensed in the states you wish to originate.
- Show adequate financial strength, as evidenced by your company's most recent Tax Returns, Profit and Loss and Income Statements.

TPO/Broker approvals are conditional. If approved, you will be expected to meet our requirements of: (a) Building and maintaining a pipeline (b) Beginning to close loans within 60 days of your approval with us. If you are unable to meet our expectations, your approval may be terminated.

We will be tracking your performance in the following areas:

- Volume
- Conversion or pull-through ratio
- Adherence to Euro International Mortgage's procedures and policies
- Quality of file submissions
- Loan Performance

A \$75 application background check fee must be submitted with your package to process your application.

To start the approval process, please complete the attached application and broker agreement or contact our Business Relations Department by email at brokerapproval@eimortgage.com.

We look forward to doing business with your company.

Respectfully Yours,

Marie Molly Pupke
Chief Operations Officer

TPO - BROKER APPLICATION

BROKER APPLICATION FEE FORM

Type: _____ VISA _____ MASTERCARD _____ AMEX _____ DISCOVER

NAME AS IT APPEARS ON CARD _____

CARD NUMBER _____

EXPIRATION DATE _____ CVC CODE _____

BILLING ADDRESS _____

CITY _____ STATE _____ ZIP _____

I understand and authorize Euro International Mortgage, Inc. to charge the non-refundable amount of **\$75.00** One Time Payment.

By signing this form you hereby authorize Euro to charge your credit card via email or fax for the processing of your business broker/branch application. There are no refunds under any circumstances as this charge is to cover the administrative costs of your application investigation and processing.

Authorized Signature _____

Date: _____

For privacy purposes, please call Euro Broker Support if you prefer faxing this package at 561-395-7778 ext 103 prior to fax submission.

TPO - BROKER APPLICATION CHEKLIST

Required Documentation Checklist	
1. Completed TPO Broker Application – Signed and Dated	<input type="checkbox"/>
2. Resumes of all principals, officers, managers and key personnel addressed in this application	<input type="checkbox"/>
3. Corporate Tax Returns for the last 2 years	<input type="checkbox"/>
4. Year To Date Profit and Loss Statement	<input type="checkbox"/>
5. Current Certificate of Good Standing	<input type="checkbox"/>
6. Executed Corporate Resolution of Board of Directors and Certificate of Authority	<input type="checkbox"/>
7. Executed W-9	<input type="checkbox"/>
8. Quality Control Policies and Procedures	<input type="checkbox"/>
9. Evidence of Fidelity Bond and E&O or Professional Liability Insurance Policy (if any)	<input type="checkbox"/>
10. Copy of Business License (for each state) and Lender/Broker Licenses for each state doing business	<input type="checkbox"/>

“Your application will not be processed without the items listed on this page”

TPO - BROKER APPLICATION – Please complete

Corporate Information:						
Legal Name of Organization:						
<i>Exactly how it appears in its Charter Documents</i>						
DBA name(s) if applicable:						
Street Address:				Mailing Address:		
City:	State:	Zip:	City	State:	Zip	
Main Phone #:		Main Fax #:		Web Page Address:		
Primary Contact Person						
Contact Person:				Title:		
Phone #:		Fax #:		Email Address:		
Legal Structure						
<input type="checkbox"/> Corporation	<input type="checkbox"/> Sub-S Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company, LLC	<input type="checkbox"/> Sole Proprietor		
Fiscal Year End Date:		Date of Formation:		State of Formation:		
County for Main Office Location:			Federal Tax ID #:			
MERS Org ID #:			Type of Membership (Lite or General):			
Applicant's Agency Approvals						
FNMA	<input type="checkbox"/> Yes	<input type="checkbox"/> No	If Yes, Seller #:			
FHLMC	<input type="checkbox"/> Yes	<input type="checkbox"/> No	If Yes, Seller #:			
GNMA	<input type="checkbox"/> Yes	<input type="checkbox"/> No	If Yes, Seller #:			
FHA	<input type="checkbox"/> Yes	<input type="checkbox"/> No	If Yes, Seller #:	DE Approved?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
VA	<input type="checkbox"/> Yes	<input type="checkbox"/> No	If Yes, Seller #:	Automatic?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

(Please provide a copy of all agency approvals)

Ownership *			
Name:		Title:	Phone #:
Home Address:	City:	State:	Zip Code:
Social Security #:		Date of Birth:	Ownership %:
Annual Salary from applying entity: <i>Last Fiscal Year or Current, Whichever is Higher</i>		Distributions: <i>Last Fiscal Year</i>	Commission: <i>Last Fiscal Year</i>
Other Income (explain):			

Ownership *			
Name:		Title:	Phone #:
Home Address:	City:	State:	Zip Code:
Social Security #:		Date of Birth:	Ownership %:
Annual Salary from applying entity: <i>Last Fiscal Year or Current, Whichever is Higher</i>		Distributions: <i>Last Fiscal Year</i>	Commission: <i>Last Fiscal Year</i>
Other Income (explain):			

Ownership *			
Name:		Title:	Phone #:
Home Address:	City:	State:	Zip Code:
Social Security #:		Date of Birth:	Ownership %:
Annual Salary from applying entity: <i>Last Fiscal Year or Current, Whichever is Higher</i>		Distributions: <i>Last Fiscal Year</i>	Commission: <i>Last Fiscal Year</i>
Other Income (explain):			

Ownership *			
Name:		Title:	Phone #:
Home Address:	City:	State:	Zip Code:
Social Security #:		Date of Birth:	Ownership %:
Annual Salary from applying entity: <i>Last Fiscal Year or Current, Whichever is Higher</i>		Distributions: <i>Last Fiscal Year</i>	Commission: <i>Last Fiscal Year</i>
Other Income (explain):			

(Ownership must = 100%)

Officers / Management				
Position	Name	Telephone	Fax #	Email Address
Chief Executive Officer				
President				
Chief Financial Officer				
Production Manager				
Operations Manager				
QC Manager				
Shipping Manager				
Underwriting Manager				
Closing Manager				

Warehouse Line Relationships – Current and Previous (2 years)		
Warehouse Lender:	Facility Limit:	Length of Relationship:
Contact:	Phone #:	Average Days Loans on Line:
Email Address:	Expiration Date:	
Rate:	Per File Fee:	Non-Use Fee:
Reason for Exit:	If Terminated, Why?	
Warehouse Lender:	Facility Limit:	Length of Relationship:
Contact:	Phone #:	Average Days Loans on Line:
Email Address:	Expiration Date:	
Rate:	Per File Fee:	Non-Use Fee:
Reason for Exit:	If Terminated, Why?	

Lender / Investor Reference				
Company Name:			Contact Name:	
Email Address:			Phone #:	
Approval Date:			Seller #:	
Delegated?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Delegated Loan Limits:	Length of Relationship:
Products Sold to this Investor and Delinquency Ratios: <i>Last Full Year and current YTD</i>				

Lender / Investor Reference				
Company Name:			Contact Name:	
Email Address:			Phone #:	
Approval Date:			Seller #:	
Delegated?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Delegated Loan Limits:	Length of Relationship:
Products Sold to this Investor and Delinquency Ratios: <i>Last Full Year and current YTD</i>				

Lender / Investor Reference				
Company Name:			Contact Name:	
Email Address:			Phone #:	
Approval Date:			Seller #:	
Delegated?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Delegated Loan Limits:	Length of Relationship:
Products Sold to this Investor and Delinquency Ratios: <i>Last Full Year and current YTD</i>				

List all current correspondent investors, (if applicable) that purchase your loans (include any wholesale companies, if your company brokers loans too)

Independent Auditor	
Name of Audit Firm:	
Contact Name:	Phone #:
Email Address:	
How long has this Auditor prepared your audit?	

Primary Banking Relationship (Including Deposit and Loans)					
Name of Financial Institution:			Banking Officer:		
Address:		City:	State:		Zip Code:
Phone #:			Fax #:		
Account #:		Account #:		Account #:	
Type:		Type:		Type:	

Reports – Please attach the following to this application:					
1. Number of Branches and Addresses for all Branch locations					
2. All investor score cards – most recent month or quarter, even if not currently active					
Residential Loans Originated (Past Year):		Units:	\$:	% Purchase:	% REFI:
% GOV:	% CONV:	% ARM:	% Retail:	% Broker:	% Correspondent:
Residential Loans Originated (Current Year):		Units:	\$:	% Purchase:	% REFI:
% GOV:	% CONV:	% ARM:	% Retail:	% Broker:	% Correspondent:

PLEASE CHECK EACH STATE YOU ARE LICENSED TO DO BUSINESS BELOW:

<input type="checkbox"/> AK	<input type="checkbox"/> AL	<input type="checkbox"/> AR	<input type="checkbox"/> AZ	<input type="checkbox"/> CA	<input type="checkbox"/> CO
<input type="checkbox"/> CT	<input type="checkbox"/> DC	<input type="checkbox"/> DE	<input type="checkbox"/> FL	<input type="checkbox"/> GA	<input type="checkbox"/> HI
<input type="checkbox"/> IA	<input type="checkbox"/> ID	<input type="checkbox"/> IL	<input type="checkbox"/> IN	<input type="checkbox"/> KS	<input type="checkbox"/> KY
<input type="checkbox"/> LA	<input type="checkbox"/> MA	<input type="checkbox"/> MD	<input type="checkbox"/> ME	<input type="checkbox"/> MI	<input type="checkbox"/> MN
<input type="checkbox"/> MO	<input type="checkbox"/> MS	<input type="checkbox"/> MT	<input type="checkbox"/> NC	<input type="checkbox"/> ND	<input type="checkbox"/> NE
<input type="checkbox"/> NH	<input type="checkbox"/> NJ	<input type="checkbox"/> NM	<input type="checkbox"/> NV	<input type="checkbox"/> NY	<input type="checkbox"/> OH
<input type="checkbox"/> OK	<input type="checkbox"/> OR	<input type="checkbox"/> PA	<input type="checkbox"/> RI	<input type="checkbox"/> SC	<input type="checkbox"/> SW
<input type="checkbox"/> TN	<input type="checkbox"/> TX	<input type="checkbox"/> UT	<input type="checkbox"/> VA	<input type="checkbox"/> VT	<input type="checkbox"/> WA
<input type="checkbox"/> WI	<input type="checkbox"/> WV	<input type="checkbox"/> WY			

Questions		
1. Has an application for approval of your organization ever been denied, suspended, or discontinued by any investor or warehouse lender? (If yes, please explain on a separate page).	<input type="checkbox"/> Yes	<input type="checkbox"/> No
2. Have any owners or employees ever been convicted of a felony or real-estate or financial-related misdemeanor? (If yes, please explain on a separate page).	<input type="checkbox"/> Yes	<input type="checkbox"/> No
3. Have you or your company's state license ever been suspended or	<input type="checkbox"/> Yes	<input type="checkbox"/> No

revoked? (If yes, please explain on a separate page).		
4. Has your company or any of its owners been named as a defendant in any lawsuit? (If yes, please attach a copy of the suit and evidence of its dismissal).	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5. Has your company, any affiliate, any principals or guarantors filed for protection from creditors under any provision of the bankruptcy code within the past seven (7) years?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
6. Has your company had any substantial adverse finding with regard to mortgage originations or servicing in any audit or examination conducted by any GSE (FHLB, FNMA, FHLMC, and GNMA), HUD or any other federal or state agency in the past three (3) years?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
7. Does the company and/or any of its officers, managers, directors or employees have ownership interest directly or indirectly in any title company, escrow company, closing agency, insurance company, real estate firm, appraisal firm, etc? (If yes, please explain on a separate page, noting the relationship and percent of Ownership, and provide financials for the company).	<input type="checkbox"/> Yes	<input type="checkbox"/> No
8. Does your company sell loans on a mandatory basis?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
a. If yes, do you use a hedging service? (If yes, please include the firm's name and contact information below):	<input type="checkbox"/> Yes	<input type="checkbox"/> No
b. Hedging Service Firm:		
c. Contact Information:		
9. What software do you use for compliance validation?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Prior to signing below, please review all provided information as to its accuracy and correctness.

Authorized Officer's Signatures

The undersigned applicant hereby authorizes Euro International Mortgage, as it deems necessary, to verify information provided herein from any source named and authorizes Euro International Mortgage, to obtain information about applicant, its officers, owners, managers, directors, or employees from any investor, private mortgage insurance company credit bureau, agency, HUD, or VA office any and all other sources deemed appropriate by Euro International Mortgage. Euro International Mortgage may submit the company name and the name of any employee or owner of the company for screening through databases including, but not limited to, Mortgage Asset Research Institute (MARI) and Mortgage Industry Data Exchange (MIDEX).

Execution of this application certifies that the Applicant Company maintains a written policy governing the appraisal ordering process and preparation of appraisal reports in full compliance with the requirements of the Home Valuation Code of Conduct (HVCC). Applicant Company further certifies that proper controls are in place with regard to quality control reviews to insure Appraisal Policy Requirement, Ordering Procedures and HVCC Guidelines are followed. Applicant agrees to provide a copy of its current Appraisal Policy when requested by Euro International Mortgage

Duly Authorized Corporate Officer Name: _____	Title: _____
Signature: _____	Date: _____

To Be Signed By All Owners with More Than 10% Ownership, CEO & President

Owner Name: _____

Owner Name: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

Owner Name: _____

Owner Name: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

Owner Name: _____

Owner Name: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

CEO Name: _____

President Name: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

Privacy Act Notice

The information to be obtained will be used by Euro International Mortgage to determine whether you qualify as a TPO–Broker under Euro International Mortgage approval standards. The information will not be disclosed to other parties, save and except as required for Euro International Mortgage to verify the information including, but not limited to, your employer, bank, lender, or other credit information, and as permitted by law.

This application must be completed in its entirety and returned with **all** required attachments.

Please scan and email to: brokerapproval@eimortgage.com

EURO TPO/Broker Origination Agreement

This Broker Origination Agreement (“Agreement”) is made and entered into this _____ day of _____, 20____, by and between Euro International Mortgage, Inc., a corporation duly organized under the laws of the State of Florida with its principal place of business at 4800 North Federal Hwy., Suite B-200, Boca Raton, FL 33431 and _____, a _____ [specify type of entity – e.g. LLC, corporation, partnership, etc.] duly organized under the laws of the State of _____ with its principal place of business at _____ (referred to hereafter as “Broker”).

RECITALS

- A. Euro International Mortgage, Inc. (referred to hereafter, individually or collectively, as the context requires, as “Euro”), is engaged in the business of providing financing for the purchase (and refinance) of residential and commercial real estate; and
- B. Broker desires to submit residential loan application credit and property packages to Euro International Mortgage, Inc., for processing, approval and funding under the TPO/Broker lending program operated by Euro International Mortgage, Inc; and
- C. Euro and Broker recognize that the Wholesale residential mortgage loan industry has been confronted with a series of lawsuits and investigations related to the issue of the pricing and payment for non-retail originated residential mortgage loans under the Real Estate Settlement Procedures Act of 1974 (“RESPA”) and various state laws; and
- D. Euro and Broker are committed to full compliance with the letter and spirit of all statutes, laws and regulations relating to the origination of residential mortgage loans, including disclosures to consumers; and
- E. Euro and Broker are committed to the best practices for insuring that all loan applicants and borrowers (collectively referred to hereafter as “Borrowers”) make fully informed choices regarding the wide variety of finance options available for residential mortgage properties; and
- F. The parties wish to contractually insure and commit to full compliance with applicable law while at the same time incorporating standard business terms into the agreements establishing the working relationship between the parties so as to insure the appropriate financial and regulatory accounting treatment of the financial interests and assets being purchased and sold pursuant to the terms of this Agreement; and
- G. The parties recognize that the loan origination process and procedures contemplated by this Agreement necessarily and substantially involve the provision of goods, facilities and services contemplated under RESPA and its implementing regulations and policy statements in the creation of the ultimate residential mortgage loans which result from the efforts of all parties to this transaction and also in the creation of what are classified as “pipeline loans” for regulatory and financial accounting purposes; and

- H. The parties, in the interest of simplifying and clarifying the terms of their agreement, will for ease of reference use the terms “purchase of loans and servicing rights” to specifically include and incorporate the provision of goods, facilities and services by the Broker not only to Euro, but also to the Borrower, any sellers of the property or other additional parties involved in the contemplated residential real estate mortgage finance transaction; and
- I. Euro and Broker have agreed to enter into a non-exclusive arrangement under which Broker solicits prospective Borrowers for residential mortgage loans (“Loans”) and Euro either independently or in conjunction with or through its investors processes, underwrites and, upon approval of the application, funds such Loans.
- J. Broker and Euro believe that it is in their mutual best interests to enter into this Agreement the purpose of which is to define the duties and responsibilities of and the consideration to, each party in this arrangement.
- K. NOW, THEREFORE, in consideration of the premises and the mutual promises set forth herein, Euro and Broker agree as follows:

BROKER’S DUTIES

1. **Registration of Loan Application Packages.** Broker may register with and deliver to Euro for processing, underwriting and funding fully completed loan applications with required supporting documentation (“Loan Application Packages”) which conform to the warranties, representations and agreements set forth herein and the provisions of Euro’s Lending Policies and Guidelines, including any policies and procedures contained in program announcements, bulletins, memoranda or other similar communications delivered to Broker, as the same may be amended from time to time, all of which are incorporated herein by reference as if they were fully set forth herein (“Guidelines”).
2. **Disclosures.** Broker shall provide all Borrowers with all required documents, including disclosures required under federal and state laws or regulations, at the time required, and will submit evidence of such delivery to Euro, as required by the Guidelines.
3. **Loan Application.** Package Review and Loan Approval. Loan Application Packages are to be submitted by Broker to Euro International Mortgage, Inc., which shall, in its sole and absolute discretion, determine the acceptability to Euro of the proposed terms, the creditworthiness of the Borrower and the adequacy of the real estate intended as security for the Loan.
4. **Non-Exclusive Agreement.** Nothing contained herein shall obligate Broker to submit to Euro all Loan Application Packages that it brokers, it being understood that this is a non-exclusive agreement.
5. **Loan Commitment and Approval.** Broker shall not make any representations that Broker is authorized to approve a Loan Application Package on Euro’s behalf. In the event Euro approves a loan for funding, Euro will inform Broker in accordance with its Guidelines. At that time, Broker shall be authorized to inform the Borrower that the Loan has been approved by Euro, subject to any underwriting or other conditions which are applicable, and will provide the Borrower with such notice, agreement, disclosure or other documentation as is required by the Guidelines or applicable federal or state laws or regulations.

6. Primary Obligations of Broker.

- a. Broker shall ensure that the Borrowers with whom it is dealing are fully informed as to all aspects of the mortgage loan process, including (i) the characteristics of the loan products available through Euro; (ii) the costs, fees, and expenses associated with these loans; (iii) the role of Broker in this process; (iv) the source and amount of fees to be earned by Broker; and (v) the relationship between Euro and Broker. It is in the best interest of the parties to this Agreement and to the anticipated mortgage loan transactions that Borrowers make fully informed selections of mortgage products that meet their needs with a full understanding of options available to them. To that end, it is a prerequisite to the submission of any Loan Application Packages pursuant to this Agreement that the Borrower be first provided with a copy of the disclosure form approved by NAMB and the MBA. This disclosure agreement should be modified as necessary or appropriate to comply with any applicable state or local laws or practice.
- b. Broker shall obtain information from each prospective Borrower and perform application, consulting and other services as follows:
 - (i) Analyze the prospective Borrower's income and debt and pre-qualify the prospective Borrower to determine the maximum mortgage amount and/or home equity line for which such Borrower may qualify.
 - (ii) Educate the prospective Borrower about the home buying and financing process and/or the refinancing process.
 - (iii) Describe to the Borrower the different types of loan products available, including the payment amounts and/or closing costs of each product presented. Explain the differences between adjustable rate and fixed rate loans.
 - (iv) Take information from the Borrower and complete the loan application – either on line, on paper, electronically or in such other manner or manners permitted by the Guidelines.
 - (v) Obtain Borrower's signature on the loan application, all disclosure documents, consent forms, receipt for HUD booklet and/or adjustable rate mortgage booklet, as applicable.
 - (vi) Coordinate the collection and submission to Euro of any required documentation needed to complete the loan process. This includes, but is not limited to, pay stubs, tax returns, homeowner's insurance certificates, bank statements, and other related credit documents.
 - (vii) Initiate or order verifications of employment and deposits (if required).
 - (viii) Initiate or order requests for mortgage and other loan verifications (if required).
 - (ix) Initiate or order appraisals, title work and (if required) engineering reports or inspections.
 - (x) Assist the Borrower in understanding and resolving credit issues that may arise.

(xi) Maintain regular, documented communication between loan application and closing to apprise the Borrower of the status of the loan application and to obtain any additional information and/or documentation as required.

(xii) Facilitate and participate in the ordering, delivering and signing of closing documents among the Borrower, the closing agent, hazard insurance provider, seller, or other parties and the Euro closing department, as appropriate.

(xiii) Provide proper, thorough, timely and accurate disclosure of the relationship between Euro and Broker, including the payment from Euro to Broker for the goods, facilities and services Broker provides.

- c. In connection with the closing of any mortgage loan originated under this Agreement, Broker must certify that Broker has provided substantially all of the services outlined above.

7. Broker Fees and Charges.

- a. In the origination, processing and closing of a Loan, Broker will be performing essential services and furnishing certain goods and/or facilities for the benefit of Euro or the Borrower or both, for which Broker may be entitled to reasonable compensation. With respect to each Loan Application Package, Broker shall have taken the loan application from the Borrower and shall have performed for such Borrower or Euro such services as listed in section C of RESPA Statement of Policy 1999-1 as shall be sufficient, when combined with the goods and facilities provided by Broker, to entitle it to reasonable compensation in accordance with the requirements of RESPA and any other applicable federal or state law.
- b. In no event shall the total compensation to Broker from all sources exceed five percent (5%) of the Loan amount. This limitation does not include pass through third party expenses such as appraisal, credit or other similar charges, so long as the charges imposed by Broker to the Borrower do not exceed the actual charges payable to the third party in connection therewith. Further, all compensation to Broker from all sources must be fully disclosed on the good faith estimate of closing costs, the HUD-1 settlement statement and on any other disclosures required by applicable law or the Guidelines.
- c. The fee paid by Euro to Broker shall be deemed compensation for:
- (i) The savings in production and marketing costs realized as a result of the use of Broker's staff and facilities in lieu of Euro's own loan officers and retail offices.
- (ii) The goods, facilities and services actually provided to Euro, Borrower, or other parties, as contemplated in this Agreement.

8. Purchase, Sale and Closing of Loans.

- a. Broker shall provide a sufficient quantity and quality of goods, facilities and services, as required by RESPA, in conjunction with the securing, preparation and submission of residential mortgage loan applications, credit and property information, insurance information, consumer counseling, closing policies and procedures and the like in connection with the creation of a pipeline loan and

the ultimate consummation and closing of a residential mortgage loan, together with the servicing rights thereto.

- b. Subject to the warranties, representations, covenants and agreements herein, from time to time pursuant to this Agreement, Broker may offer to sell, assign, transfer, convey and deliver to Euro and Euro may purchase from Broker all of Broker's rights, title and interest in and to certain Loans, including without limitation the related servicing rights. Each such Loan shall conform in all respects to all terms, conditions, representations and warranties and covenants in this Agreement. Nothing in this Agreement shall be construed as obliging Euro to purchase any Loan.
- c. Euro's Guidelines, together with this Agreement, shall set forth the terms, conditions and requirements for the origination, processing, underwriting, closing, sale and transfer of Broker's Loans. The Guidelines, which are incorporated herein by reference and made a part of this Agreement, may be amended by Euro from time to time. Such amendments shall be effective immediately upon issuance, unless expressly specified to the contrary in the Guidelines.
- d. Loans shall be closed by Euro's in the name of Euro International Mortgage, Inc. or Investor's name as Euro may elect. Subject to Broker's right to its compensation hereunder, Broker hereby assigns to Euro, at the time of submission of a Loan Application Package to Euro, all right, title and interest in and to the related Loan Application Package, the loan related thereto and any servicing rights pertaining thereto.
- e. Broker agrees that, while it is not primarily responsible for retrieving, obtaining and Delivering standard post-closing documents required to complete closed Loan Application Packages, it will cooperate expeditiously in assisting Euro in such retrieval, as requested.

9. Confidential Information.

- a. Broker acknowledges that, as a result of this Agreement with Euro, it will learn of or will have access to various trade secrets, confidential and proprietary methods, techniques, processes, applications, approaches and other information in various forms, which information is used or useful in the conduct of Euro's business, including its origination, sale and servicing of mortgage products and its methods or market strategy (collectively referred to hereafter as "Confidential Information"). Broker further acknowledges that: (i) although all or any part of such Confidential Information may be obtainable from other sources, it can only be obtained or developed at great expense over a long period of time and all such Confidential Information is therefore an extremely valuable and important business asset in Euro's business; and (ii) the Confidential Information is the exclusive property of Euro. Broker shall not, at any time either during or after the term of this Agreement, directly or indirectly, use, disclose, publish, transfer, reveal, disseminate or otherwise publicize or make available to anyone the Confidential Information which Broker learns, or to which it has had access or which was revealed to it during the term of this Agreement, unless Euro provides its prior written consent.
- b. "Borrower Information" means all information related to the Borrower provided or developed by the Borrower, Broker, or Euro, regardless of whether Euro's or Broker's relationship with the Borrower ceases, including nonpublic information as defined by federal law, including, but not limited to, the Gramm-Leach-Bliley Act, as it may be amended, any regulations promulgated thereunder and any other customer information protected by applicable federal or

state law. Broker shall take all necessary precautions to keep confidential the Borrower Information and shall take all necessary precautions to assure compliance with this Agreement by any third parties with whom Broker is dealing. Broker shall, in any event, be responsible for any breach of this Agreement by any representative, agent, officer or employee of Broker. As a minimum, Broker shall be responsible for establishing and maintaining an information security program that is designed to (i) insure the security and confidentiality of Borrower Information, (ii) protect against any anticipated threats or hazards to the security or integrity of Borrower Information, and (iii) protect against unauthorized access to or use of Borrower Information that could result in substantial harm or inconvenience to Euro or any of its customers. Additionally, Broker shall have appropriate provisions in place to provide prompt and timely notice to borrowers of any breach of security such that unauthorized access to Borrower Information or threats to the security or integrity of Borrower Information have been detected and shall cooperate with Euro in expeditiously resolving any such occurrence to the satisfaction of Euro.

- b. Until Euro has approved the Loan and the Borrower has accepted the offer of credit, Broker can disclose Borrower Information to third parties as and to the extent authorized by the Borrower. Once Euro has approved the Loan and the Borrower has accepted the offer of credit, Broker shall comply with Euro's privacy policy and information security policy, as the same may be amended from time to time. In the event that Broker is requested or required (by oral question, interrogatories, requests for information or documents, subpoenas, civil investigation, governmental requirements or similar process) to disclose any of the Confidential Information or Borrower Information, Broker will provide Euro with prompt notice of such request so that Euro may seek an appropriate protective order, or if appropriate, waive compliance with the provisions of this section. Broker will use its best efforts to obtain or assist Euro in obtaining such protective order. Broker may disclose Borrower Information relating to a Loan if requested or required by Broker's regulatory authority without complying with the notification provisions of this section.

BROKER'S REPRESENTATIONS AND AGREEMENTS

10. **Representations, Warranties and Covenants.** Broker represents, warrants and covenants unto and to Euro that the following shall be true as of the date hereof and also at the time of delivery of any Loan or Loan Application Package under this Agreement:

- a. Broker is duly organized, validly existing, in good standing under laws and regulations of the state noted on page one of this agreement, and is registered or qualified to do business and is in good standing in each state in which it conducts business; that it has all requisite corporate power, authority, and capacity to enter into this Agreement, and perform the obligations required; and that its compliance with the terms and conditions hereof will not violate any provisions of its charter or other organizational documents or any other instrument relating to its organization, the conduct of its business or ownership of its property. Where required, Broker is approved by and in good standing with FNMA, FHLMC and any private mortgage insurers Broker meets any and all of the eligibility criteria specified by Euro.
- b. Broker is familiar with and agrees to comply with all federal, state and local statutes, laws, ordinances and regulations governing loan processing and loan brokering in the operation of this Agreement.

- c. Broker is not and has never been, the subject of disciplinary proceedings, approval or license suspension or revocation by FNMA, FHLMC, HUD, FHA, VA, FmHA or a real estate regulatory body of any state, in which Broker is or was licensed, which have not been disclosed in writing to Euro.
- d. Broker is not on the FHLMC exclusionary list, HUD's Limited Denial of Participation or Debarment, or any other agency or private investor's exclusionary list, and does not and will not employ any entity or individual that is.
- e. There is no litigation, proceeding, claim, demand or governmental investigation pending or, to the knowledge of Broker, threatened, nor is there any order, infraction or decree outstanding against or relating to Broker which, in either case, could have a material effect upon any of the Loans or result in liability to Euro or materially impair the ability of Broker to perform its obligations under this Agreement. Broker is not in violation of any laws, ordinances, governmental rules or regulations to which it is subject. Broker is not currently and has not within the five (5) year period preceding the date of this Agreement been the subject of any Bankruptcy. For purposes of this Agreement, the term "Bankruptcy" shall mean (i) the filing or commencement of an action or proceeding against Broker of an involuntary case under any applicable bankruptcy, insolvency or other similar law, now or hereafter in effect; or (ii) an action or proceeding shall have been commenced to appoint a receiver, liquidator, assignee, custodian, trustee or similar official of the other party or for any substantial part of the other party's property or for the winding-up or liquidation of the other party's affairs, and such action or proceeding shall not have been dismissed within sixty (60) days; (iii) the filing or commencement by Broker of a voluntary case under any applicable bankruptcy, insolvency or other similar law, now or hereafter in effect; or (iv) Broker consented or consents to the entry of an order for relief in an involuntary case, the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian or similar official of Broker or of a substantial part of Broker's property, or made or makes any general assignment for the benefit of creditors, or admits in writing its inability to pay its debts as they mature, or takes any action in furtherance of any of the foregoing.
- f. The undersigned party, appearing on behalf of Broker, and executing this Agreement on behalf of Broker, has all requisite organization, power, authority and capacity to enter into this Agreement and to perform its obligations hereunder.
- g. Broker has and shall continue to maintain in full force and effect all licenses, registrations and certifications in all appropriate jurisdictions where it conducts business; and is in compliance with all applicable federal, state, and local laws and regulations and is duly qualified to do business in all states where such qualification is required for the purpose of originating and making mortgage loans.
- h. As of the date of this Agreement and throughout the term of this Agreement, it has and will maintain the minimum net worth for a licensed mortgage broker, mortgage banker or lender, as applicable, in the states in which it conducts, solicits, brokers or otherwise participates in loan originations.
- i. This Agreement has been duly authorized, executed and delivered by Broker and

constitutes a valid, legally binding and enforceable agreement, except as such enforcement may be limited by bankruptcy, insolvency, reorganization, receivership, moratorium, or other laws relating to or affecting the rights of creditors generally, and by general equity principles.

- j. The execution and performance of this Agreement will not violate any provision of any instrument, agreement, judgment, order, statute or regulation by which Broker is bound or to which it is a party, or require the consent of any other person or governmental authority (unless such consent has been obtained).
- k. There is no action, proceeding, or investigation pending, or, to Broker's knowledge, threatened, that has or would have an adverse effect on Broker's performance of its obligations under this Agreement or which questions the validity of the Agreement or of any action taken or to be taken pursuant thereto.
- l. Broker is thoroughly familiar with and will comply with all applicable federal, state and, if necessary, local laws and regulations directly or indirectly relating to its activities under this Agreement (including, but not limited to, involvement in such activities of individuals convicted of crimes involving dishonesty or breach of trust).
- m. Broker will immediately notify Euro if it (i) fails to maintain any license or registration applicable in each jurisdiction which governs Broker's activities under this Agreement; (ii) becomes subject to any enforcement and/or investigative proceeding by any licensing or regulatory authority or agency; (iii) is named as a party or becomes involved in any material litigation; and/or (iv) Broker or any of its owners, employees, agents or officers are placed on the FHLMC exclusionary list, HUD's Limited Denial of Participation or Debarment, or any other agency or private investor's exclusionary list.
- n. Broker will immediately notify Euro if Broker and/or any of its principal director(s) or owner(s) (i) becomes the subject of any Bankruptcy or (ii) has incurred or is likely to incur a material, adverse change in its/their financial condition.
- o. Broker has fully disclosed and discussed with any Borrower whose Loan Application Package is contemplated by this Agreement the terms and options available for residential mortgage financing, including, but not limited to, the provision of the NAMB/MBA mortgage broker disclosure as well as any similar or related disclosures required by federal or state law or local practice.
- p. Any Loan Application Package submitted by Broker to Euro for purchase will be in compliance with all applicable federal, state, and local statutes, ordinances, laws and regulations (as amended) including, but not limited to, the "Equal Credit Opportunity Act" ("ECOA") 15USC1691 et seq., the "Real Estate Settlement Procedures Act" ("RESPA") 12USC2601 et seq., the "Truth in Lending Act" ("TILA") 15USC1601 et seq., the "Fair Credit Reporting Act" 15USC1681 et seq., the "Fair and Accurate Credit Transactions Act" ("FACT Act") Public Law 108-159, the "Right to Financial Privacy Act," 12USC3401 et seq., the "National Flood Insurance Reform Act," 42USC4001 et seq., the "Home Mortgage Disclosure Act" ("HMDA") 12USC2801 et seq., the "Fair Housing Act," 42USC3601 et seq., the "Homeowners Protection Act," 12USC4901 et seq., the Act "Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism" ("USA Patriot

Act”) Public Law 107-56, the “Gramm-Leach-Bliley Act,” 12USC6809 et seq., state “Fair Lending” and “Prohibition on Predatory Lending,” laws and any and all rules and regulations promulgated with respect to any or all of the foregoing; and any other federal, state or local act, regulation or ordinance, as may be required or applicable, whether currently in effect or enacted subsequent to the entering into of this Agreement.

- q. There are no circumstances or conditions with respect to a Loan, the property securing such Loan, the Borrower or the mortgagor or his or her credit standing, except as described in writing, that might adversely affect the value or marketability of the Loan or that could reasonably be expected to cause investors in the secondary mortgage market or private mortgage insurers, to regard the Loan as unacceptable for prudent investment or to cause the Loan to become delinquent.
- r. There is no offset, defense, or counterclaim to, or right of rescission of, the Loan, including the obligation of the Borrower to pay the unpaid principal or interest on the Loan.
- s. All information and documentation furnished to Euro with respect to each Loan is true and correct and all signatures on all documents submitted to Euro are genuine.
- t. Broker has no knowledge of any material damage to the real property used as security to be sold to Euro, nor has Broker any knowledge that an improvement located in or being part of the Euro mortgaged property is in violation of any applicable zoning laws or regulations.
- u. All representations, warranties and covenants made by Broker pertaining to each Loan purchased under this Agreement shall survive this Agreement and remain in full force and effect until the interest of Euro and its successors and assigns in such Loan is terminated completely.
- v. Broker expressly agrees and acknowledges that Broker shall have no right, power or authority, expressed or implied, to approve a loan application orally or in writing on behalf of Euro, or to issue to prospective Borrowers on behalf of Euro any type of binding commitment to loan funds.
- w. All eligible Loan Application Packages delivered to Euro for approval, closing or funding shall conform to the specifications set forth in Euro’s Guidelines and, if required by the Guidelines, the then current FNMA/FHLMC Selling Guides, as each may be applicable.
- x. Broker shall use its best efforts to deliver Loans for which **Euro has issued rate lock-in coverage** on behalf of Broker, with adequate time remaining for normal processing and closing prior to the expiration of the lock-in period. Broker understands and agrees that actual delivery of the Loans under each lock-in commitment by Euro is the essence of this Agreement.
- y. Broker shall submit no Loan Application Packages in which Broker has knowledge that the loan application or documents contained therein: (i) pertain to a Borrower who will not, at the time of closing, be vested with full and absolute title to the proposed mortgaged property; (ii) involve equity in the property secured by the mortgage less than required by Euro, and/or the Guidelines for the particular Loan for which application has been made; (iii) have a difference between the purchase price of the property shown at closing and the purchase price disclosed upon application (unless otherwise approved by Euro); (iv) where there is an undisclosed second

mortgage on the subject property; and (v) involve a mortgage and note which, if approved, will be closed in a manner which violates or will violate any federal, state or local statutes, laws, ordinances, regulations or ruling, including, without limitation, federal and state truth-in-lending laws and other consumer protections laws, any applicable state usury laws, the requirements of RESPA and the National Housing Act.

- z. Broker shall not enter into or permit agreements, undisclosed to Euro, between Borrower and Broker, Broker and the seller of the property to be secured or between the Borrower and the seller of the property, which could reasonably affect the loan application decision.
- aa. Broker shall inform Euro of every circumstance where there are any pending lawsuits, bankruptcies or other administrative actions, or any valid legal defense, which could adversely affect the collectability of the Loan for which application has been made.
- bb. Broker shall not submit a Loan Application Package where the information contained in the application or other document submitted in connection with the loan application is not true, correct, and undisputed and does not reflect full, correct and accurate information as to the matter represented or where any use of artifice, fraud, trickery or dishonesty of any kind has been made for the purpose of furthering the loan application.
- cc. Each Loan Application Package will be originated by Broker and not by any third party source.
- dd. Without limiting the generality of this section, Broker will adhere to all the terms and conditions set forth in the other sections of this Agreement, Euro's Guidelines, any policies and procedures contained in program announcements, bulletins, memoranda or other similar communications delivered to Broker, as the same may be amended from time to time, subject to the warranties, representations, covenants and agreements set forth therein, all of which are hereby incorporated by reference as if they were more fully set forth herein.

11. **Indemnification and Purchase.** If Broker fails to abide by any term, provision or requirement of this Agreement with respect to any Loan or Loan Application Package, or the submission, processing, or closing thereof, or if any representation, warranty or covenant made by Broker fails to be true, then **Broker agrees to indemnify, defend and hold Euro harmless as provided herein, and to immediately repurchase, on demand, any Loan which may be affected by such failure.** If Euro requires Broker to repurchase a Loan pursuant to any of the provisions of this Agreement, Broker will pay Euro the following:

- a. The purchase price paid by Euro or par, whichever is greater, plus any yield spread premium or servicing release premium paid by Euro to Broker.
- b. Interest at the rate set forth in the note (or notes) evidencing the Loan from the last payment due date for which a payment has been received by Euro from the Borrower.
- c. All unreimbursed costs, expenses, fees (including attorney's fees and expenses), penalties and fines incurred by Euro with respect to the Loan and its repurchase, including without limitation, Euro's internal staff support for such Loan. Broker agrees to pay the total repurchase price for the loan by wire transfer of immediately available funds to Euro's account within twenty-

four (24) hours after receipt of Euro's demand The purchase price paid by Euro or par, whichever is greater, plus any yield spread premium or servicing release premium paid by Euro to Broker.

- d. In the event of a failure to abide by the terms of this Agreement as contemplated by the first sentence of this Section 11, Broker shall indemnify, defend (with legal counsel acceptable to Euro), and hold harmless Euro and its affiliates, shareholders, directors, officers, agents, employees, successors and/or assigns, from and against any and all damage, loss, liability, cost, action, cause of action, claim, demand and expenses both direct and indirect (including without limitation reasonable legal and accounting fees and expenses actually incurred) by whomsoever asserted, including but not limited to the claims of: (i) the Borrower arising directly or indirectly out of any Loan transaction which is the subject matter of this Agreement; and (ii) any person or persons who prosecute or defend any actions or proceedings as representatives of or on behalf of any class or interest group, or any governmental instrumentality, body, agency, department or commission, or any administrative body or agency having jurisdiction pursuant to any applicable statute, rule, regulation, order or decree which may arise or be incurred as a result of any action or inaction by Broker, including, but not limited to, a breach of any covenants, condition, representation or warranty arising under this Agreement, except as such damage, loss, liability, cost, action, cause of action, claim, demand or expense is caused solely by the negligence or willful misconduct of Euro. Additionally, and without limiting or restricting other remedies available to Euro, Broker shall, on demand, return any yield spread premium or servicing release premium paid by Euro to Broker on any loan which Euro is entitled to demand repurchase or indemnity.

12. **Additional Cure, Purchase and Indemnity Obligation.** Upon discovery of any evidence of fraud or misstatement of material fact in the origination of a Loan that Broker submitted to Euro, or breach of any Section of this Agreement, Euro shall notify Broker and Broker shall have the opportunity to correct Euro or cure such defect or breach within the time prescribed by Euro to the reasonable satisfaction of Euro. If, after receiving such notice, Broker is unable to correct or cure such defect within the prescribed time, then within thirty (30) calendar days from receipt by Broker of such notice, Broker shall either, (a) purchase such defective Loan at the purchase price required by Euro, which shall include the components set forth in Section 11(a), (b) and (c) above; (b) agree to such other remedies, the effects of which will cure such defect, including but not limited to additional indemnification; or (c) refund any portion of the Loan purchase price, such refund to be in an amount that is sufficient to reimburse Euro for any and all losses attributed to the defective Loan.

OTHER PROVISIONS

13. **Early Refinance.** In the event that Broker solicits the refinance of a Loan previously funded by Euro within one hundred eighty (180) days of the funding date by Euro, Broker shall repay Euro, within thirty (30) days, any premium or similar amounts paid to Broker by Euro at the time of original purchase and/or funding of the Loan.

14. **Non-solicitation.** Broker hereby agrees that it will not take any action or cause any action to be taken by any of its agents, affiliates or independent contractors working on its behalf, to personally, by telephone, mail or any other means, solicit: (a) the prepayment of any Loan by any Borrower, in whole or in part, without the prior written consent of Euro, or (b) the sale or provision of any financial service or products, including without limitation, (i) checking and savings accounts, certificates of deposit, safe deposit boxes, automatic teller machines, second trust deeds and credit cards; and (ii) ordinary life, ordinary health, credit life, credit disability, credit unemployment and any other forms of group or

individual insurance coverage's without prior written consent of Euro. Broker agrees that neither it nor its affiliates will prepare or disseminate, for compensation or otherwise, any mailing list of the Borrowers to parties other than Euro.

15. **Right of Offset**. Broker agrees that Euro shall have the right to offset against any amounts to which Broker may be entitled hereunder any amounts owed or hereafter owed by Broker to Euro, whether under this Agreement or otherwise.

16. **Industry Reporting**. Broker understands and agrees that Euro may report information about any application for a Loan that Euro believes to contain misrepresentations and/or irregularities to the applicable regulatory agency. Documented misrepresentations and/or irregularities may be submitted to any mortgage industry background database, including, but not limited to, databases operated by Mortgage Asset Research Institute, Inc., such as the Mortgage Industry Data Exchange ("MIDEX"), and Broker hereby releases Euro from any and all damage, loss, liability, cost, action, cause of action, claim, demand or expense that may arise from the reporting or use by any database subscriber of any information submitted by Euro with respect to Broker and its employees to any mortgage industry background database, regulatory agency, investor or other industry member or law enforcement agency.

17. **Facsimile and Email Consent**. Broker agrees that Euro may transmit via email and facsimile any materials deemed necessary, including marketing materials and rate sheets, to Broker at such email addresses and facsimile phone numbers as are provided by Broker to Euro.

18. **Termination**. Either party may terminate this Agreement, with or without cause, at any time by giving written notice to the other party, and such termination shall be effective upon the party's receipt of written notice thereof. Any such termination will not affect Loan Application Packages, if any, that have been submitted to and approved by Euro prior to the effective date of termination. However, in the event that Euro, in its sole discretion, reasonably determines that there has been fraud or misrepresentation concerning Loans registered by Broker, or any other material breach by Broker of this Agreement, Euro reserves the right to terminate this Agreement immediately and without prior notice, and to refuse to close any Loans registered by Broker prior to such termination regardless of whether the interest rate and points of such Loans had been locked in by Euro. The parties' rights and obligations under Sections 9 through 16, and 19 of this Agreement and in this Section 18 will remain in full force and effect notwithstanding any termination of this Agreement. All other rights and obligation of the parties hereto that arose prior to termination shall survive the effective date of termination of this Agreement.

19. **Corrective Changes to Loan Documents**. Broker hereby gives its consent, together with any assistance that Euro may require from Broker, to cure any deficiencies or errors to the documents in either the Loan Application Package and/or the documents assigned to Euro in connection with the closing, funding or delivery to Euro of any Loan.

20. **No Agency**. This Agreement and transactions entered into pursuant hereto shall not create between Broker and Euro a relationship of agency, legal representation, joint venture, partnership or employment, and Broker and Euro agree that neither party is in any way authorized to make any contract, agreement, warranty or representation, or to create any obligation, express or implied, on behalf of the other. Broker is an independent contractor, and is hereby expressly prohibited from holding itself out as an agent, representative or employee of Euro or as having any endorsement from or affiliation with Euro. Broker is prohibited from using Euro's name or logo in any form of advertising without Euro's express

prior written consent, except in connection with the distribution of materials prepared by Euro solely to the purpose of providing the services contemplated in this Agreement.

21. **Assignment.** Broker shall not have the right to assign this Agreement or any of its duties, obligations or rights hereunder without the prior written consent of Euro. Euro may assign this Agreement, in whole or in part, to any affiliate or to any purchaser or transferee to whom Euro may sell or transfer any of the Loans subject to this Agreement, without the consent of Broker.

22. **Successors in Interest.** Except as otherwise provided therein, this Agreement and all of the terms and conditions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

23. **Notices.** Any notice or demand that is required or permitted to be given by a provision of this Agreement shall be deemed to have been sufficiently given if either served personally or sent by prepaid first class, registered or certified mail, addressed to the party at its address set forth below:

Lender: With a copy to:
Euro International Mortgage, Inc.
4800 N. Federal Hwy., Suite B-200
Boca Raton, FL 33431
Attention: CEO/President
Attention: COO
Attention: Corporate Counsel

Broker:

Attention: _____

Either party may change its address by notice to the other.

24. **Governing Law, Severability.** This Agreement shall be governed by the laws of the State of Florida without reference to its principles of conflict of laws. Broker and Euro agree that they shall be bound by the laws, jurisdiction and venue of the State of Florida, and hereby consent to and agree to the venue and jurisdiction of the federal and state courts of the State of Florida. If any provision of this Agreement is found to be invalid, such invalidity shall not affect any other provision hereof. Broker and Euro also waive any right to trial by jury in connection with any litigation commenced under, arising out of, or related to this Agreement.

25. **Arbitration.** At Euro’s sole option, any controversies arising out of the terms, provisions, covenants or conditions of this Agreement shall be arbitrated in Florida in accordance with the rules of the American Arbitration Association, and the judgment upon award may be entered in any court having jurisdiction thereof.

26. **Attorneys' Fees.** In the event Broker defaults in any of its warranties, representations, covenants or obligations under this Agreement or in any document or obligation relating to this Agreement, it shall pay Euro its reasonable attorneys' fees and expenses incurred in enforcing its rights hereunder.

27. **Intellectual Property, Service Marks and Trade Marks.** Euro owns and has interests in a variety of service marks, trademarks, copy rights and other forms of intellectual property used in connection with its various mortgage loan programs. This Agreement is not intended to, nor does it grant a license to Broker to use these service marks or other intellectual property rights of Euro. Broker is authorized to distribute materials prepared by Euro which contain such service marks solely in conjunction with offering and providing the services contemplated under this Agreement for the purpose of originating Loans for Euro. Nothing in this Agreement gives any right, title or interest in Euro's intellectual property to Broker. All such intellectual property is and shall remain the sole property of Euro and any and all uses by Broker of such intellectual property shall inure to the benefit of Euro.

28. **Waiver.** No modification or waiver of any provision of this Agreement, nor any consent to any departure by Euro there from shall in any event be effective unless the same shall be in writing, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. Neither any failure nor any delay on the part of Euro in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise of any other right, power or privilege. The fact that Euro may process, underwrite a Loan, inspect the mortgage file or investigate any matter pertaining to a Loan shall not constitute a waiver of any term, provision, covenant, warranty, representation or condition of Broker or constitute a waiver of any of Euro's rights under this Agreement.

29. **Entire Agreement, Amendments.** This Agreement constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, representations, and understandings, whether written or oral. All changes, additions, or deletions to this Agreement must be made in writing and signed by each of the parties hereto; provided, however, that Euro may from time to time amend or update its Guidelines by delivering program announcements, bulletins and the like to Broker in the manner contemplated in the Guidelines, each of which shall be effective as indicated therein.

30. **Authorized Signature.** The undersigned principal of Broker certifies that he/she has been authorized or empowered by the company to sign this Agreement. If applicable, the undersigned is the "Broker of Record" for Broker.

31. **Acceptance.** This Agreement shall become binding upon acceptance by Euro International Mortgage, Inc.

32. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and both of which, taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, Euro and Broker have executed this Agreement as of the day and year first above written.

Euro International Mortgage, Inc.

By _____
Signature

Print Name

Its _____
Title

Broker _____

By _____
Signature

Print Name

Its _____
Title

RESOLUTION OF BOARD OF DIRECTORS

OF _____
Name of Broker

RESOLVED FIRST, that

Name of Officer

Title

Name of Officer

Title

Name of Officer

Title

of this corporation, or any one or more of them or their duly elected or appointed successors in office, be and each of them is hereby authorized and empowered in the name of and on behalf of this corporation and under its corporate seal, from time to time while this resolution is in effect, to broker mortgage loans to Euro International Mortgage, Inc., and to execute any and all agreements, contracts, assignments and endorsements, and issue any checks or drafts, reports mortgage documents, and information required or deemed necessary or proper by Euro International Mortgage, in connection therewith.

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 duly called and held at _____ on the _____ day of _____, 20_____, at which time a quorum was present and voted and that such resolution is duly recorded in the minute book of this corporation; that the officers named are the present incumbents of the respective offices set forth after their respective names.

Secretary

(Corporate Seal)

Upon completion please scan and email to brokerapproval@eimortgage.com